



## **REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS**

**Title:** Land Development Online Services Portal – Market and Product  
Assessment

**Reference No.:** 1220-050-2019-024

### **FOR PROFESSIONAL SERVICES**

(General Services)

**REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS  
PRE-QUALIFICATION OF LAND DEVELOPMENT ONLINE SERVICES PORTAL – MARKET  
AND PRODUCT ASSESSMENT**

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# REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

## 1. INTRODUCTION

### 1.1 Purpose

The purpose of this request for expressions of interest / statements of qualifications (the “RFEOI/SOQ”) is to:

- (a) invite submissions (the “Submission”) from respondents (the “Respondent”) that describe the desire, relevant expertise, capability, reputation and resources of the Respondent to undertake the project as generally set out in Schedule A – Scope of Services; and
- (b) to select a Respondent or Respondents who may be invited to participate in the next stage of the competitive selection process, when called.

This RFEOI/SOQ is not a solicitation of proposals; rather it is a non-binding invitation to qualified Respondents to make themselves known to the City by providing information and by demonstrating to the City their desire, relevant experience, qualifications, capability, reputation and available resources.

All interested parties should respond to this RFEOI/SOQ as the City does not guarantee that a more formal procurement process (as determined at the City’s discretion) will be issued following this RFEOI/SOQ and may elect to directly negotiate with one or more interested parties, or the City may at any time and at its sole discretion decide to cancel this process for any reason.

### 1.2 Definitions

In this RFEOI/SOQ the following definitions shall apply:

“**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in section 2.3;

“**City Website**” means [www.surrey.ca](http://www.surrey.ca);

“**Date**” has the meaning set out in section 2.2;

“**Evaluation Team**” means the team appointed by the City;

“**Preferred Respondent(s)**” means the Respondent(s) selected by the Evaluation Team;

“**Respondent**” means an entity that submits a Submission;

“**RFEOI/SOQ**” means this Request for Expressions of Interest and Statements of Qualifications;

“**Services**” has the meaning set out in Schedule A; and

“**Submission**” means a submission submitted in response to this RFEOI/SOQ.

## **2. INSTRUCTIONS TO RESPONDENTS**

### **2.1 Address for Submission Delivery**

A Submission should be labelled with the Respondent’s name, RFEOI/SOQ title and number. A Submission should be submitted in the form as described in Section 3.2 – Form of Submission.

The Respondent may submit a Submission either by email or in a hard copy, as follows:

#### **(a) E-mail**

If the Respondent chooses to submit by email, the Respondent should submit the Submission electronically in a single pdf file which must be delivered to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

**PDF emailed Submissions are preferred** and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Respondents should phone [604-590-7274] to confirm receipt. A Respondent bears all risk that the City’s computer equipment functions properly so that the City receives the Submission.

#### **(b) Hard Copy**

If the Respondent chooses NOT to submit by email, the Respondent should submit one (1) original unbound Submission and one (1) copy (two (2) in total) which must be delivered to the City at the office of:

Name: Richard D. Oppelt, Manager, Procurement Services  
at the following location:

Address: Surrey City Hall  
Finance Department – Procurement Services Section  
Reception Counter, 5<sup>th</sup> Floor West  
13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

### **2.2 Date**

The City would prefer to receive Submissions on or before January 23, 2020. The City's office hours are 8:30 am to 4:00 pm, except holidays.

## 2.3 Inquiries

All inquiries related to this RFEOI/SOQ should be directed, by email, to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Manager, Procurement Services  
Email: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: #1220-050-2019-024

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 2.4. No oral conversation will affect or modify the terms of this RFEOI/SOQ nor be relied upon by any Respondent.

## 2.4 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](http://www.bcbid.gov.bc.ca) (the “BC Bid Website”) and the City Website at [www.surrey.ca](http://www.surrey.ca) (the “City Website”) that will form part of this RFEOI/SOQ. No amendment of any kind to the RFEOI/SOQ is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Submission, Respondents will be deemed to have received notice of all addenda that are posted on the City Website.

## 2.5 Status Inquiries

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

## 3. COMPETITIVE SELECTION PROCESS

Once the City receives Submissions and completes the Evaluation process described in Section 4, Respondents will be shortlisted to provide demonstrations of their solutions. Respondents shortlisted for the demonstration will be further shortlisted for a proof-of-concept (PoC). Respondents with a viable PoC solution may be shortlisted further and

receive an invitation to participate in request for proposal (RFP) procurement process if such a process is initiated.

This Section describes the competitive selection process that the City intends to use in the selection of a Preferred Respondent or Preferred Respondents.

- (a) At least five business days in advance of the demonstration the City will provide each Shortlisted Respondent with a finalized agenda the City would like to discuss;
- (b) if a Shortlisted Respondent wishes to rely upon anything said or indicated at the demonstration, the Shortlisted Respondent must submit an inquiry describing the information it would like to have confirmed and request the City provide that information to the Shortlisted Respondents in written form and, if such information relates to a clarification, explanation or change to the RFEOI, request an addendum clarifying and/or amending the RFEOI;
- (c) by participating in the demonstration, a Shortlisted Respondent confirms its agreement with these procedures and acknowledges that the meeting is an integral part of the competitive selection process as described in this RFEOI and is in the interests of all parties.

### **3.1 Demonstration (Shortlisted Proponents Only)**

A demonstration for Shortlisted Respondents only will be held at Surrey City Hall, on the date and time specified in Table 1, below.

If selected as a Shortlisted Respondent, Respondents agree to provide the Evaluation Team the opportunity to interview proposed key personnel identified by the Evaluation Team, at the option of the City. The Evaluation Team may request a Shortlisted Respondent to provide a demonstration of the Proposal as an opportunity for the Evaluation Team to ask questions and seek clarifications. This demonstration will allow Shortlisted Respondents to present their Submission and demonstrate the proposed Land Development Online Services Portal to the Evaluation Team.

Shortlisted Respondents will be offered various dates from which to select to provide their demonstration.

The City reserves the right not to conduct demonstrations. Should the demonstrations be held, the City requires that they be led by the proposed Shortlisted Respondent's key personnel (respective advisors, employees or representatives). The City reserves the right, to record (audio/visual) of each shortlisted Respondent's demonstration as part of its evaluation process.

### 3.2 Points of Consideration for Demonstration

The following points should be considered by the Shortlisted Respondent while planning for the demonstration:

- (a) All Key Personnel (as identified in Schedule C-2) of the Shortlisted Respondent should attend and actively participate in the demonstration.
- (b) Shortlisted Respondents will be required to present their Submission and demonstrate their proposed Land Development Online Services Portal to the Evaluation Team. The City Representative will schedule the time for each demonstration during the period of dates set aside for this purpose and will be indicated in the notification letter.
- (c) All demonstrations will be held at Surrey City Hall on the date and time to be determined and advised by the City.
- (d) The City will provide a suitable meeting room for the demonstration. With the exception of the following, Shortlisted Respondents are to provide their own hardware/software and may not have access to any other City supplied equipment. Any software/application will need to be installed on the Shortlisted Respondent's equipment. In addition, Shortlisted Respondents are responsible for populating their demonstrations with sample data

The following items will be provided by the City:

- Projector
  - Wired or Wi-Fi connection
  - Conference Phone
- (e) The Land Development Online Services Portal used in the demonstration must be the same as that included in the Submission. If certain requirements as specified in Schedule A-1 are met by third-party software as part of the Shortlisted Respondent's Solution, the Shortlisted Respondent is expected to demonstrate the third party product and so indicate during the demonstration.
  - (f) If a Shortlisted Respondent wishes to rely upon anything said or indicated by the City at the demonstration, the Shortlisted Respondent must submit an inquiry describing the information it would like to have confirmed and request the City provide that information to the Shortlisted Respondents in written form and, if such information relates to a clarification, explanation or change to the RFEOI, request an addendum clarifying and/or amending the RFP.
  - (g) By participating in the demonstration, a Shortlisted Respondent confirms its agreement with these procedures and acknowledges that the demonstration is an integral part of the competitive selection process as described in this RFEOI and is in the interests of all parties.



### 3.3 Demonstration Schedule

The City is providing this advance, draft agenda in order for Shortlisted Respondents to adequately prepare for their demonstration. The City reserves the right to revise this draft agenda as deemed appropriate. For example, the Shortlisted Respondents may be asked to demonstrate how the Land Development Online Services Portal satisfies the Land Development Online Services Portal **Requirements** as found in Schedule A-1 the final agenda will be distributed to the Shortlisted Respondents with the Notification Letter.

Shortlisted Respondents are asked to follow the agenda and showcase the desirable functionality of the proposed Land Development Online Services Portal Shortlisted Respondents are encouraged to highlight and discuss the unique aspects of the proposed Land Development Online Services Portal and how their proposed Solution would benefit the City.

### 3.4 Shortlisted Proponents' Timeline

The dates provided in Table 1 below are approximate and are for the period up to the RFP date.

The City reserves the right to modify the following timetable at the City's discretion.

**Table 1 – Anticipated Schedule**

Activity	Date
Shortlisted Respondents Notified	February 3, 2020
Commencement of Demonstrations – Shortlisted Proponents Only	February 10, 2020
Shortlist Demonstrations Completed	February 21, 2020
Selection/Notify Preferred Respondents for Proof of Concept	Mar 9, 2020
Commencement of Demonstrations – Shortlisted Proponents for Proof of Concept	Apr 1, 2020
Shortlist Demonstrations Completed	Apr 29, 2020
Selection of Preferred Respondents for Request for Proposal/Procurement	May 22, 2020

The City reserves the right to modify this schedule at the City's discretion.

## **4. SUBMISSION FORM AND CONTENTS**

### **4.1 Package (Hard Copy)**

If the Respondent chooses NOT to submit by email, the Respondent should submit a Submission in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment and seeks a package format to support the green expectations and initiatives of the City.

Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Submission, they should be fully 100% recycled stock.

The City seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the City's policy and the City environmental practices.

Please double-side your Submission.

Submissions should be in a sealed envelope/package, marked on the outside with the Respondent's name, title of the Submission and reference number.

### **4.2 Form of Submission**

Respondents should provide the following. Respondents are encouraged to respond to the items listed below in the order listed:

#### **(a) Respondent's Experience, Reputation and Resources**

- (i) Provide a brief description of the Respondent's current business inclusive of:
  - full legal name and contact information including office address, telephone, fax and website address;
  - name, address, business telephone number, business email address and business fax number of the Respondent's designated contact person; and
  - company background, structure and ownership details.
- (ii) Respondent's relevant experience and qualifications in delivering Services similar to those required by this RFEOI/SOQ. Describe why this experience is relevant to this project;
- (iii) Respondent's demonstrated ability to provide the Services;
- (iv) Respondent's references (name and telephone number). The City's preference is to have a minimum of three references;

- (vi) Respondents should describe any difficulties or challenges you might anticipate in providing Services to the City and how you would plan to manage these;
- (vii) Respondents should provide information on the background and experience of all key personnel proposed to undertake the Services; and
- (viii) Respondents should provide information on the background and experience of all sub-contractors proposed to undertake a portion of the Services.

**(b) Respondent's Technical Response (Services)**

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Respondent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Respondent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule; and
- (iv) a list of the significant reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other).

### **4.3 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 an 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.

### **5.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all Submissions to determine the Respondent's strength and ability to provide the Services to the City in order to determine the Submission(s) is most advantageous to the City, using the following criteria:

**(a) Experience, Reputation and Resources:**

The Evaluation Team will consider the Respondent's responses to items in Section 3.2(a) – Form of Submission; and

**(b) Technical (Services)**

The Evaluation Team will consider the Respondent's responses to items in Section 3.2(b) – Form of Submission.

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.

The City currently anticipates that it may carry out a more formal procurement process for release to multiple qualified Respondents.

### **5.3 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 initiated legal action against any officers or directors of the Respondent.

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.

#### **5.4 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from a Respondent with respect to any RFEOI/SOQ, and the Evaluation Team may make such requests to only selected Respondents. The Evaluation Team may consider such clarifications or additional information in evaluating a Submission.

#### **5.5 Interviews**

The Evaluation Team may, at its discretion, invite some of all of the Respondents to appear before the Evaluation Team to provide clarifications of their Submissions. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Submissions.

### **6. GENERAL CONDITIONS**

#### **6.1 No City Obligation**

This RFEOI/SOQ is not a tender and does not commit the City in any way to select a Preferred Respondent(s), or to proceed to negotiations for an agreement, or to award any agreement, 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, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFEOI/SOQ. 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 Contract**

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 Contract.

#### **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 or City staff with respect to this RFEOI/SOQ, other than the City Representative named in section 2.3, at any time prior to the award of an agreement or the cancellation of this RFEOI/SOQ.

#### **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 expressly approved by City Council and a written agreement is signed by the City.
- d. 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.
- e. 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.

- f. 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.
- g. By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Proponents 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.

## **SCHEDULE A SCOPE OF SERVICES**

**Project Title: Land Development Online Services Portal – Market and Product Assessment**

**Project Reference No.: 1220-050-2019-024**

### **1. SCOPE OF SERVICES**

The City of Surrey (the “City”) is requesting information for the potential acquisition of an online portal solution to streamline the intake of land development applications, processing of permit applications, scheduling of inspections, and enquiries into the progress of applications. The City currently utilizes Calytera’s AMANDA system to manage an application’s lifecycle and is not currently considering any shift from the platform.

The online portal solution should inherit and complement the business processes, as defined in the AMANDA system. This includes but is not limited to changes made by staff to update fees, add new permit types, and establishing pre-requisite conditions.

The solution should also be able to adopt practices that are currently available in the City’s external facing MySurrey Online Services (<https://my.surrey.ca/>). These practices include but are not limited to, integration with the City’s Customer Identity and Access Management solution (Login Radius), integration with the Hosted Tokenization solution from Moneris for payment, providing an API layer for data access and deep linking users or applicants directly to pages in the platform. The City prefers a commercial-off-the-shelf (COTS) platform that is capable of integrating with AMANDA.

The City currently offers some services online, including Electrical, Plumbing, Traffic Obstruction Permits and Erosion Sediment Control. Other applications, such as rezoning and commercial building permits, do not currently have online transactional capabilities. Through the potential acquisition of an online portal solution, the City seeks to streamline and accelerate its online permitting capabilities with the goal to provide online capabilities to all land development services.

#### **MySurrey Online Services**

MySurrey Online Services are a digital hub that contain a range of services for citizens of the City of Surrey. Many of these online services are integrated into our MySurrey Account. It works on users’ desktop, tablet, and phone to allow for quick, convenient and secure access to citizens’ payments and requests.

The City intends for services, which are currently provided in-person, to be delivered online and integrated to the MySurrey Account and continue to expand this portfolio moving forward.

#### **Land Development Business Process Overview**

The requirements below are categorized according to the key areas the City will focus on around Land Development Applications.



## **A. Portal Administration**

The City desires to be able to have administrative capabilities to perform tasks related to:

- Audit  
Being able to track and understand a trail of people that have been associated with a given permit application provides the City with visibility into the application process.
- Security and Permissions  
Having the flexibility to define roles and their appropriate level of access for both internal and external users of the system. Further being able to control aspects of the system that are visible, enabled, or disabled for specified roles.
- Configuration  
Ensuring that upgrades and changes to the land management system can be easily scaled and introduced without severely impacting the system integrating with it.

## **B. Application Intake**

The City has the desire to improve the application intake process by providing convenience to applicants specifically for tasks related to:

- Capturing application details  
The City receives applications for a wide variety of requests such as building permits and land development permits. A solution should be flexible enough to be able to capture a wide variety of content through an easily usable front-end, or City provided fillable PDF's for storage in the City's land management system. Further, a solution should be able to pose questions to the applicant that are unique to the application, for the purposes of deriving or attaining content to be stored in the land management system.
- Receiving documents  
Many of the applications that the City receives are complemented with supporting documentation. A solution should be able to receive documents of a variety of specified formats (i.e., \*.pdf, \*.docx) and have rules imposed on them for validity (i.e., file-size thresholds, naming conventions) to ultimately be stored in the land management system. Further, a solution should have the flexibility to define logic to determine when documentation is and is not mandatory as it pertains to a specific application's unique needs.

## **C. Application Processing**

When an application has been received by the City, there is a desire to improve the process by which the application is processed. Improving communications with the applicant, notifications for actions pending, and providing access to publicly available information are examples of processing improvements that the City wishes to provide its customers.

## **D. Inspections**

The City has a desire to provide inspection services available online, such as:

- Self-serve inspection scheduling  
A solution should provide the City's customers the opportunity to self-serve the scheduling of their inspection requests to best serve their timeline.
- Inspection cancellation  
The City's clients who have scheduled inspections should be provided with an easy to use method of cancelling their appointment.
- Providing documentation  
The City's clients should be able to easily provide documentation related to their inspection request before, during, and after an inspection has been completed. Further, this documentation should have the flexibility to be provided in a variety of mediums.

## E. Enquiry

The City desires the ability to be able to provide applicants with a method to make enquiries into their application through online means. By providing distinct details about their application, the City would like to expose certain details about the milestones that have been achieved to date for a given application. Other examples of enquiries may detail the financial health of their application, and any or all documentation that has been submitted to the City.

## 2. ADDITIONAL REQUIREMENTS

The City has identified a potential need for the following requirements. Indicate in your response if your solution would be able to meet these potential requirements.

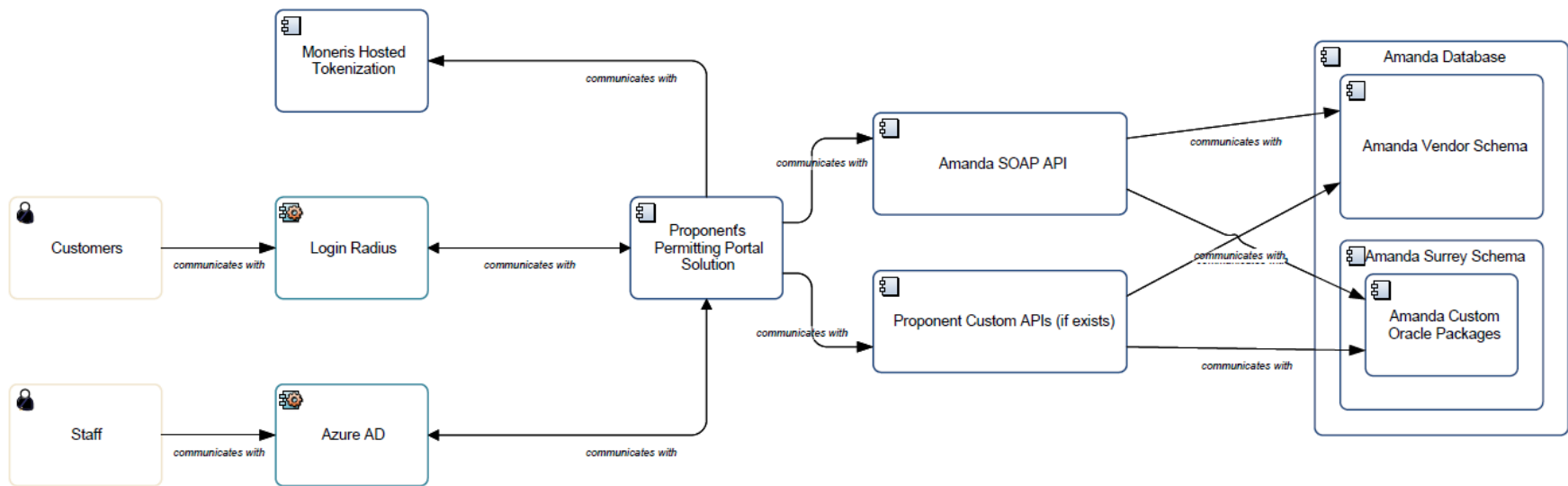
REQUIREMENTS	
#	Requirement
1	Adherence to FOIPPA (Freedom of Information and Protection of Privacy Act)
2	Adherence to CASL (Canadian Anti-Spam Legislation)
3	Compliance with an established cloud security standard that is acceptable to government (ISO 27017, NIST 800-53, or CSA CCM).
4	Demonstratable annual compliance with cloud security framework via third party attestation and government maintains right to audit components.
5	Ability to enable security investigations, online access to evidence, and legal discovery.

**NOTE:** The City reserves the right to update this document with additional details/scenarios prior to the demonstration dates. Any additions/revisions will be posted on the BC Bid and City websites and included in any addenda that follow.

RDO May 2016

**Schedule A-2 – City of Surrey’s Permitting Portal Conceptual Application Communication Diagram**

**[End of Page]**



## SCHEDULE A-3 – PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between \_\_\_\_\_ (the "Public Body")  
and \_\_\_\_\_ (the "Respondent")  
respecting \_\_\_\_\_ (the "Agreement").

### 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 (British Columbia), as amended from time to time;
  - (c) "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;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Respondent as a result of the Agreement or any previous agreement between the Public Body and the Respondent dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

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

### Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Respondent may only collect or create personal information that is necessary for the performance of the Respondent's obligations, or the exercise of the Respondent's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Respondent must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Respondent must tell an individual from whom the Respondent collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Respondent's collection of personal information.

### Accuracy of personal information

6. The Respondent must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Respondent or the Public Body to make a decision that directly affects the individual the information is about.

### Requests for access to personal information

7. If the Respondent receives a request for access to personal information from a person other than the Public Body, the Respondent must promptly advise the person

to make the request to the Public Body unless the Agreement expressly requires the Respondent to provide such access and, if the Public Body has advised the Respondent of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Respondent must also promptly provide that official's name or title and contact information to the person making the request.

### Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Respondent must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Respondent of the date the correction request to which the direction relates was received by the Public Body in order that the Respondent may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Respondent must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Respondent disclosed the information being corrected or annotated.
11. If the Respondent receives a request for correction of personal information from a person other than the Public Body, the Respondent must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Respondent of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Respondent must also promptly provide that official's name or title and contact information to the person making the request.

### Protection of personal information

12. The Respondent must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

### Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Respondent must not store personal information outside Canada or permit access to personal information from outside Canada.

### Retention of personal information

14. Unless the Agreement otherwise specifies, the Respondent must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

### Use of personal information

15. Unless the Public Body otherwise directs in writing, the Respondent may only use personal information if that use is for the performance of the Respondent's obligations, or the exercise of the Respondent's rights, under the Agreement.

### Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Respondent may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Respondent's obligations, or the exercise of the Respondent's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Respondent must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Respondent may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Respondent:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Respondent knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Respondent must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

19. In addition to any obligation the Respondent may have to provide the notification contemplated by section 30.5 of the Act, if the Respondent knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Respondent must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### **Inspection of personal information**

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

#### **Compliance with the Act and directions**

21. The Respondent must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Respondent as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Public Body under this Schedule.
22. The Respondent acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

23. If for any reason the Respondent does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Respondent must promptly notify the Public Body 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**

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

#### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Respondent" in this Schedule includes any subcontractor or agent retained by the Respondent to perform obligations under the Agreement and the Respondent must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Respondent in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Respondent must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Respondent to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

## **SCHEDULE A-4 – CONFIDENTIALITY AGREEMENT**

### **WHEREAS:**

- A.** The Respondent and the City acknowledge that the process of the Respondent having access to information or software will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Respondent. In this Agreement “Confidential Information” means any information, 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 Respondent has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with the following terms:

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

- 1. The Respondent shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Respondent acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, 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 Respondent hereby consents to the granting of such equitable and injunctive relief.
  
- 2. The Respondent shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as described in this Agreement, unless expressly authorized in writing to do so by the City, provided however, the Respondent may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Respondent’s directors, officers, employees, and sub-contractors who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Respondent divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractors, the Respondent shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Respondent set out in this Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.



3. The Respondent 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 Agreement.
4. The Respondent 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 the highest degree of care that the Respondent utilizes to protect its own confidential information of a similar nature.
5. The Respondent shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Respondent 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 Respondent may require pursuant to this Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Respondent, 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.
7. The Confidential Information received by the Respondent 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 Respondent forthwith upon demand by the City.
8. The Respondent 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 Respondent 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 Respondent in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Respondent 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 Respondent, the Respondent shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Respondent r acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Respondent under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Agreement grant any rights in or to the Confidential Information.

10. Disclosure of the Confidential Information to the Respondent the terms of this 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 Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Respondent hereby acknowledges that the obligations imposed on the Respondent hereunder shall survive the termination of the Respondent's dealings or engagement with the City.
12. The Respondent represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Respondent 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 Agreement shall be deemed to be waived by the City and no breach of this 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.