



CALL FOR INNOVATION

DIGITAL REGULATORY & BUSINESS RULES ECOSYSTEM

CFI No. PS20220333

Issue Date: March 29th, 2022

Issued by: City of Vancouver (the “City”)

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PART A - INFORMATION AND INSTRUCTIONS

With this Call for Innovation (“CFI”), the City of Vancouver (the “City”) is seeking proposals from innovators who can provide solutions that will help to address the challenge statement below for the benefit of the residents of Vancouver and customers and staff of the City.

1.0 BACKGROUND

The City, through its Development, Buildings and Licensing department (“DBL”) ensures the quality and safety of buildings and strategically leverages the use of permits, licences, and enforcement to advance the priorities of the City’s Council.

DBL serves a diverse group of customers and stakeholders, including developers, architects, small and large business owners, and residents. It also works closely with the City’s Planning, Urban Design and Sustainability, Engineering Services, and Community Services departments and the Vancouver Affordable Housing Agency to support and enforce the regulations, policies, and services that shape how people build, work and live in Vancouver.

Over the last several years, in response to supporting high-priority City efforts, such as reducing Vancouver’s housing affordability gap, ensuring continued sustainability and livability of our neighborhoods, enabling and approving new business and evolving industries, reducing carbon pollution and more, the City has introduced or amended a number of land use regulations, policies, and supporting conditions, guidelines, and bulletins. The new and amended regulations, policies, and supporting conditions, guidelines and bulletins have introduced complexity into the City’s permitting process. Increasingly, Vancouver’s residents and the City’s customers and staff are finding it difficult to understand which rules apply under what conditions for which types of property development projects or requests.

Current processes are heavily dependent on human interpretation of the regulations, policies, and business rules, which increases the overall processing times and the risk of process decisions/milestones being contradicted/overturned by different internal processing gates. It also leads to inconsistent experiences, even for similar projects or requests, and little to no predictability due to the number of people involved and the level of interpretation that is required for each file.

Most of the regulations, policies, conditions, guidelines and bulletins are available for access and use by applicants via vancouver.ca, primarily as PDF documents. However, although available, the information is not paired with other relevant information and is not easily linked to a type of project or a location (address, building, parcel). This routinely leads to insufficiently or incorrectly prepared project applications, requiring a significant amount of both customer and staff time to get the application ready for submission.

Current governance of new and amended regulations and policies is also heavily dependent on human interactions and knowledge, which significantly increases the risk of missing potential overlaps, conflicts, dependencies and downstream impact to related regulations. Because of the amount of knowledge and experience that is required, it takes a significant amount of time to train new City employees in the relevant regulations and policies, meaning that it is difficult to solve the aforementioned problems by simply hiring more people.

2.0 DEVELOPMENT TRENDS IN THE LAST 5 YEARS

2.1 Application volumes:

From 2017-2019, on average, the City of Vancouver received:

- 165 Rezoning Applications / Enquiries per year
- 7,000 Development and Building Permits per year
- 23,000 Trade Permit Applications per year.

In 2020, permit volumes dropped significantly due to COVID with an overall 20% reduction compared to the 2019 volumes. 2021 application volumes showed signs of recovery, with some volatility across all sectors due to ongoing COVID related restrictions.

Permit processing timelines are generally determined by the complexity of the project, the volume of instream applications to be processed, and represent an aggregate of staff and applicant activities. Although multi-year continuous improvement efforts and investment have realized a reduction in processing times for targeted project types, consistent and reliable timelines remain a key ask for all applicants, from novice one-time applicants (home owners, small business owners) to repeat customers (architects, developers, and property owners).

2.2 Rezoning / challenging existing land use classifications:

In the last 5 years, we have seen a year over year increase in rezoning applications to change how a property can be used or developed.

2.3 Housing:

Addressing the Housing Crisis and affordability is a key priority for Vancouver. Current planning policies are focused on increasing densification in both low-density residential and high-density areas in order to provide varied housing supply that meets the needs of those who work and live in Vancouver.

2.4 New Build:

Over the last 5 years 92% of new build residential related building permits were in Lower Density Areas (Single family with/without secondary suites, Laneway) accounting for nearly 8,000 new housing units. 8% of new build residential related building permits related to multi-family dwelling or mixed use, accounting for over 21,500 units over the same time period.

2.5 Commercial / Businesses:

Enabling and approving new business and evolving industries to operate in Vancouver is a key focus for Vancouver. The City processed on average 1,800 building permit renovation applications over the past 5 years, with a processing time ranging from 4-6 weeks for minor renovations to 8-12+ weeks for major renovations. Novice and regular applicants have flagged the financial burden of permitting delays and requirements for extensive upgrades triggered by site selection / scope of work as key concerns.

2.6 Trades Permits:

There has been an expansion in types of trades permits required for Development Activities (Operating permits for Water systems and Electrical systems) and an increase in complexity of Electrical permits due to densification of sites and society shift towards increased electrification.

3.0 CHALLENGE STATEMENT

The City is inviting interested parties to express their interest in assisting our organization to innovate and improve its regulatory, policy, and business rules ecosystem, including in any or all of the following areas:

- implementing a transparent, agile and digital lifecycle management of a regulation or business rule, including the creation, analysis, or application of such regulations to one or more City services.
- surfacing relationships between various regulations and business rules, in an easy and

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concise digital way, enabling the identification of potential overlaps, conflicts, dependencies and downstream impacts to related regulations and City services or City objectives.

- allowing any user (public, council, staff, etc.) to understand how the City’s regulations, policies, and business rules apply to their proposed situation or project with an intuitive, accessible, and data-driven digital platform.
- Integrate one or more of the above elements together in a cohesive, digital platform or ecosystem.

4.0 EVALUATION CRITERIA

Your proposal should be a short statement includes: 1) how you propose that we approach solving the above Challenge Statement, 2) your relevant past experience(s), 3) your team’s skillset and experience and 4) a proposed schedule and delivery approach.

Received proposals will be evaluated using the following criteria:

- Your proposed approach on how to solve the Challenge Statement (50 points)
- Your portfolio of demonstrable past deliverables and work relevant to the challenge statement, including but not limited to PoCs, prototypes, MVPs, solution and architecture design outputs and documents, etc. (20 points)
- Your proposed team’s skillset and experience, including but not limited to demonstrated in-depth understanding of digital rules and decision engine services, decision model and notation (DMN), artificial intelligence (AI), deep neural networks (DNN), machine learning (ML), front-end development, graph database technology, agile project management, etc. (20 points)
- Your proposed schedule and delivery approach to resolve the Challenge Statement, with a prompt timeline and an iterative process encouraged (10 points)

Short-listed candidates will be invited to work collaboratively with our team of business and technology subject matter experts, following an agile scrum product development framework. You will start with understanding a particular business problem and then build, while iteratively validating its features with us, a Proof of Concept (“PoC”) to demonstrate feasibility of your proposed solution. Our sprints are two-weeks long and we expect that the PoC can be delivered within several sprints.

For the avoidance of doubt, notwithstanding any other provision in the CFI, the City has, in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal that deviates from the requirements or the conditions specified in the CFI; (e) reject a Proposal even if it is the only Proposal received by the City; (f) accept all or any part of a Proposal; (g) accept multiple Proposals; and (h) enter into one or more agreements respecting the subject matter of the CFI with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the CFI other than through the submission of its Proposal.

5.0 KEY DATES

Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on April 8 th , 2022
Closing Time	3:00pm on April 14 th , 2022

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All references to time in the CFI are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

6.0 CONTACT PERSON

All enquiries regarding the CFI must be addressed to wen.shi@vancouver.ca. All enquiries must be made by email. In-person or telephone enquiries are not permitted.

7.0 SUBMISSION OF PROPOSALS

Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 5 above (the “Closing Time”).

- Each Proponent should submit its Proposal by email. Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats, which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.

- The maximum number of attachments allowed in an email message is 250 attachments.
- The maximum size limit for an email message, including all attachments, is 20MB per message

Applicants may submit Proposals at any time prior to (the “Closing Time”). Applicants may submit multiple Proposals, which may be submitted concurrently or individually at different times prior to the Closing Time.

All costs associated with the preparation and submission of a Proposal, including any costs incurred by an Applicant after the Closing Time, will be borne solely by the Applicant.

The City is willing to consider Proposals from two or more Applicants that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the CFI, provided that they disclose the names of all members of the consortium and all members accept the legal terms and conditions of the CFI.

Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Applicant, in the City’s sole discretion.

8.0 CHANGES TO THE CFI AND FURTHER INFORMATION

The City may amend the CFI or make additions to it at any time. It is the sole responsibility of Applicants to check regularly for amendments, addenda, and questions and answers in relation to the CFI.

Potential Applicants are encouraged to read the CFI and submit any questions relating to the CFI to the Contact Person at any time prior to the Closing Date. The City will in good faith attempt to give accurate responses to questions received in writing.

PART B - LEGAL TERMS AND CONDITIONS

1.0 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2.0 DEFINITIONS

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

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

3.0 NO LEGAL OBLIGATION ASSUMED BY THE CITY

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

4.0 NO DUTY OF CARE OR FAIRNESS TO THE APPLICANT

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

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5.0 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.4 Acceptance or Rejection of Proposals

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

6.0 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Applicant

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

- (a) any alleged (or judicially determined) breach by the City or its respective officials, agents or employees of the CFI (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the CFI which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its respective officials or employees occurring in the course of conducting the CFI process;
- (c) the Applicant preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any Proposal;

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addresses or fails to address any Proposal or Proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the applicant(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the CFI.

6.2 Indemnity by the Applicant

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

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

6.3 Limitation of Liability of the City

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

7.0 DISPUTE RESOLUTION

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

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

8.0 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 CFI and Proposal Documents Property of the City

- (a) All CFI-related information in any form provided to the Applicant by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Applicant.

8.2 All City Information Confidential

- (a) The Applicant will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future

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provided or communicated to the Applicant at any time (whether before, during or after the CFI process). Furthermore, the Applicant agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

- (b) The Applicant now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Applicant.

8.3 Confidentiality of Proposals

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

9.0 GENERAL

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