

# GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<p>Ministry Contract No.: HCPLUM24710DAPR003</p> <p>Requisition No.: _____</p> <p>Solicitation No.(if applicable): _____</p> <p>Commodity Code: _____</p> <p><b>Contractor Information</b></p> <p>Supplier Name: MountainMath Software Ltd.</p> <p>Supplier No.: _____</p> <p>Telephone No.: 778-960-3122</p> <p>E-mail Address: jens @ mountainmath.ca</p> <p>Website: _____</p>	<p><b>Financial Information</b></p> <p>Client: n/a</p> <p>Responsibility Centre: 73061</p> <p>Service Line: 54270</p> <p>STOB: 6001</p> <p>Project: 730DAPR</p> <p><b>Template version:</b> September 16, 2022</p> <p><b>Corporate Contract Template issued by</b></p> <p><b>OCG under TB Directive 1/23</b></p>

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**SCHEDULE A – SERVICES**

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**SCHEDULE H – TAX VERIFICATION**



THIS AGREEMENT is dated for reference the 06 day of December, 2023.

BETWEEN:

MountainMath Software LIMITED (the "Contractor") with the following specified address:  
6093 Iona Dr, #25 Vancouver, BC  
V6T 0B2  
[jens@mountainmath.ca](mailto:jens@mountainmath.ca)

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the  
Minister of Housing (the "Province") with the following specified address:  
Ministry of Housing, Planning and Land Use Management Branch  
PO Box 9841 Stn Prov Govt  
Victoria, BC  
V8W 9T2  
[PLUM@gov.bc.ca](mailto:PLUM@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## **1 DEFINITIONS**

### **General**

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

#### Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## 2 SERVICES

#### Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

#### Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

#### Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

#### Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

#### Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

#### Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

#### Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

#### Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

#### Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

### **3 PAYMENT**

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
  - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

#### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

#### Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

#### Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
  - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

## 4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
  - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
  - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and

- (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

## 5 **PRIVACY, SECURITY AND CONFIDENTIALITY**

### Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

### Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

### Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

### Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

### Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

## **6 MATERIAL AND INTELLECTUAL PROPERTY**

### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

### Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and (b)
- Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

## **7 RECORDS AND REPORTS**

### Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

### Time and expense records

7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## 8 AUDIT

8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

## 9 INDEMNITY AND INSURANCE

### Indemnity

9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

### Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

### Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

### Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

#### Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## 10 FORCE MAJEURE

#### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
  - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
  - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
  - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
  - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

#### Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,



- (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
- (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
  - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

#### Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and

- (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

#### Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## 12 DISPUTE RESOLUTION

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing: (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
    - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
    - (ii) there will be a single arbitrator; and
    - (iii) British Columbia law is the applicable law.

#### Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

#### Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## 13 MISCELLANEOUS

### Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
  - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

### Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and (b)
  - any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

### Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

### Modifications

13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### Entire agreement

13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

#### Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

#### Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

#### Personnel not to be employees of Province

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

#### Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

#### Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
  - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

#### Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

#### Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

#### Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

#### Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

#### Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

### 14 INTERPRETATION

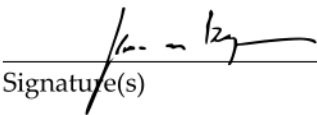

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

### 15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>27th</u> day of <u>November</u>, 2023 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Jens von Bergmann</u> _____ Print Name(s)</p> <p><u>President, MountainMath</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>06th</u> day of <u>December</u>, 2024 on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Jessica Brooks</u> _____ Print Name</p> <p><u>Executive Director, Planning and Land Use Management</u> _____ Print Title</p>
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## Schedule A – Services

### **PART 1. TERM:**

1. Subject to section 2 of this Part 1, the term of this Agreement commences on November 15<sup>th</sup>, 2023, and ends on December 31<sup>st</sup>, 2023.
2. At the sole discretion of the Province, the Term may be extended for up to six weeks.

### **PART 2. SERVICES:**

Services are being provided for the Ministry of Housing (the “Ministry”). The Contractor and the Province entered into a General Service Agreement, dated for reference February 27, 2023] and designated by the Province as contract number AGHOUS2254270001 (the “Previous Agreement”) that the Contractor must provide Services to update the economic analysis and modelling that had been provided as services in the referenced agreement to factor in new information that includes, but not limited to, the following:

- the details of the Province’s Small-Scale Multi-Unit Housing framework;
- the details of the Province’s Transit-Oriented Areas framework; and
- relevant changes in the housing market, economy, and regulatory environment (as possible).

This updated economic analysis and modelling is meant to generate an updated report (the “New Report”), building on a report delivered from the Previous Agreement, a report dated June 6, 2023 (the “Previous Report”). It is also meant to build on subsequent materials developed by the Contractor in late October and early November 2023 (“Preliminary Update Reports”). The broad aim remains to better understand possible impacts of the potential policy approaches being explored as part of the Province’s housing reforms, including answering analysis questions in two subject areas: (1) land value and associated impacts; and (2) the economic viability of housing development projects.

### **Outputs**

The Contractor must meet the following key deliverables and project phases (exact timelines and sequencing to be determined in consultation with the Contractor).

- 1) **Kick off and Analysis**
  - Contractor must conduct the analysis as per the specifications outlined above.
2. **Draft final New Report and Executive Summary**
  - The Contractor must prepare a draft final New Report including, but not limited to, developing draft versions of supporting tables, charts, and maps.
  - The Contractor must prepare a draft Executive Summary of the New Report, as a separate document (6-10 pages).
  - The draft final New Report and Executive Summary should take the Previous Report as a starting point, updating it to reflect the new information listed above in PART 2.
  - Provincial staff will review and provide feedback on the first draft New Report within five (5) business days.
3. **Final New Report and Executive Summary submission**
  - The Contractor must develop a final New Report, and Executive Summary, (in PDF) incorporating feedback from Provincial staff review of the draft, including finalizing any tables, charts, maps, and graphics.

- Finalize tables, charts, maps, renderings, and graphics, and photographs.

4. Final report presentation must be conducted by December 12, 2023, unless an extension to the Term by the Ministry is granted under Schedule A, Part 1, Section 2 of this General Service Agreement. If the Term is extended the final report deadline may be increased proportionate to the period of the Term extension.

- The Contractor must prepare a presentation, including agenda, research questions, summary of analytic approach, and findings. May be conducted in person at a Ministry office, online, or a hybrid of both options.
- **Deliverables:**
- PowerPoint presentation (PowerPoint).

### **Inputs**

The contractor must use the expertise of the original project team used for services provided in the Previous Agreement as necessary to deliver the services and outputs described above. The Contractor must build on the Previous Report and Preliminary Update Reports.

If needed, the contractor may consult with other subject-matter experts, pending the contractor has informed the Province and the Province has agreed. The Province requires the Contractor, their consultants, their employees, and any others involved in the economic analysis must sign a non-disclosure agreements developed by the Province before being provided information about the specifics of the project.

The consultant may use Housing Needs Reports, Census of Canada, other Statistics Canada data, BC Stats, local government open data, regional real estate data, as well as any other data and/or other input, as needed. Use of these open data sources is encouraged.

As the contractor has identified BC Assessment data will be necessary to complete the economic analysis, the Ministry will work to acquire and provide the data in a timely fashion, if feasible. Any additional fee-for-service data cannot be included.

### **Reporting requirements**

In addition to the outputs listed above, the contractor must also be prepared to provide maps, local government tabulations, and the entire code for the analysis available to ensure complete transparency on methods and reproducibility for future analyses.

## **PART 3. RELATED DOCUMENTATION:**

1. Not applicable

## **PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:
  - A. Jens von Bergman
  - B. Nathanael Lauster
  - C. Albert Huang



D. Thomas Davidoff

E. Tsur Somerville

## **Schedule B – Fees and Expenses**

### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, **\$65,000** is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

#### **Flat Rate**

Fee: The Province will pay a one-time fee of **\$65,000** with successful delivery of the Services that includes, but is not limited to, Kick off and Analysis, Draft final New Report and Executive Summary, Final Report and Executive Summary, Presentation, and all deliverables.

### **3. EXPENSES:**

**Expenses:** None.

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

### **5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

**Schedule C – Approved Subcontractor(s)**

Not applicable.

## Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
  - (b) “**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;
  - (c) “**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 Province and the Contractor dealing with the same subject matter as the Agreement;
  - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
  - (e) “**public body**” means “public body” as defined in the Act;
  - (f) “**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;
  - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
  - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with the Province’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 Province; and
- (c) unless the Agreement otherwise specifies or the Province 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 Province 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. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the Province provides personal information to the Contractor;
  - (b) the Agreement otherwise specifies; or
  - (c) the Province otherwise directs in writing.
- 6. 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 Province 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 Province 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 information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province 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 Province 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 Province must advise the Contractor of the date the correction request was received by the Province 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 Province, 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 Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province 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 Province, by supporting the Province 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 Province 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 Province upon request.

## **Retention of Personal Information**

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

## **Use of Personal Information**

20. Unless the Province 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 Province 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**

21. Where the Contractor has or generates metadata as a result of services provided to the Province, 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**

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. 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 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
  - (b) provide the Province with reasonable assistance to contest the third-party request; and



- (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
  - (i) the control of personal information by the Province as a public body under the Act;
  - (ii) the application of the Act to the Contractor as a service provider to the Province;
  - (iii) the conflict between the Act and the third-party request; 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.

### **Notice of Unauthorized Disclosure**

25. 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 Province.

### **Compliance with the Act and Directions**

26. 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 Province under this Schedule.
27. 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.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

### **Notice of Non-Compliance**

29. 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 Province 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**

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province 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**

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

32. 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.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province 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.
35. 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.
36. 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.

## **Schedule F – Additional Terms**

Not applicable.

## Schedule G – Security Schedule Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
  - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
  - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
  - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
  - (i) directly access and store Protected Information,
  - (ii) relate to Protected Information or the Province’s tenancy activities, or
  - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
  - (i) log-on/log-off information about Province user activities, and
  - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

#### **Additional obligations**

- 2. The Contractor must comply with Appendix G1 if attached.

#### **PERSONNEL Confidentiality agreements**

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

#### **Personnel security screening**

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
  - (a) verifying their identity and relevant education, professional qualifications and employment history;
  - (b) completing a criminal record check that is updated at least every five years;
  - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;

- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

- 5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
- 6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

#### **Personnel information security training**

- 7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

#### **Security contact**

- 8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

#### **Supply chain**

- 9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

#### **GENERAL POLICIES AND PRACTICES Information security policy**

- 10. The Contractor must have an information security Policy that is:
  - (a) based on recognized industry standards; and
  - (b) reviewed and updated at least every three years.

#### **Compliance and Standard for Security Controls**

- 11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

#### **Contractor security risk assessments**

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

#### **Change control and management**

13. The Contractor must:
- (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
  - (b) ensure that adequate testing of any change is completed before the change is put into production.

#### **Backups and restores**

14. The Contractor must ensure that:
- (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
  - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
  - (c) frequency and completeness of backups is based on reasonable industry practice.

#### **Business continuity plan and disaster recovery plan**

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

#### **Security Incident Response and Management**

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

#### **PROTECTED INFORMATION AND DATA SECURITY Encryption**

18. The Contractor must ensure that:
- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
  - (b) encryption end-to-end is implemented for all Protected Information in transit.

#### **No storage on unencrypted portable media**

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

#### **Encryption standard**

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-forgovernment/policies-procedures>.

#### **Isolation controls and logical isolation of data**

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

#### **ACCESS AND AUTHENTICATION User Identifiers**

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

#### **Access**

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.



25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
  - (a) verification of access levels;
  - (b) creating and maintaining records of access privileges;
  - (c) audit processes; and
  - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
  - (a) are configured in alignment with industry standards;
  - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
  - (c) automatically lock the applicable account and Systems after failed logon failures;
  - (d) limit the number of concurrent sessions;
  - (e) prevent further access to Systems by initiating a session lock; and
  - (f) provide the capability of disconnecting or disabling remote access to the Systems.

#### **Authentication**

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
  - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

- (b) change authentication passwords regularly at predetermined intervals, but at a minimum semiannually;
- (c) store and transmit only encrypted representations of passwords;
- (d) enforce password minimum and maximum lifetime restrictions;
- (e) prohibit password reuse;
- (f) prevent reuse of identifiers; and
- (g) disable the identifier after ninety days of inactivity.

### **Highly sensitive Protected Information**

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
- (a) two-factor authentication for access;
  - (b) enhanced logging that logs all accesses;
  - (c) request based access; and
  - (d) no standing access rights.

### **SECURITY EVENT LOGS Log generation, log retention and monitoring**

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
- (a) such additional period of time as the Province may instruct; or
  - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
- to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

#### **PROVINCE PROPERTY Access to Province facilities, systems or networks**

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
- (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
  - (b) "Information Security Policy";
  - (c) government wide IM/IT Standards; and
  - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
  - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
  - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
  - (d) limit or revoke access to any Province systems, facility or device at its discretion.

#### **Application development**

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

## **FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY Physical security**

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
  - (a) hardening of the perimeter of the Facilities;
  - (b) physical separation of public and restricted spaces;
  - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
  - (d) Access Control Systems (ACS) and/or Key Management processes; and
  - (e) visitor and identity management processes – including access logs and identification badges.

### **Separation of production from test environments**

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

### **Systems (including servers) hardening**

47. The Contractor must:
  - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
  - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

- (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
- (d) ensure that default passwords and shared accounts are not used for any Systems; and
- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

#### **Perimeter controls (firewall and intrusion prevention system) and network security**

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

#### **Application firewall**

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

#### **Management network**

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

#### **Remote management and secure access gateway**

- 51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

#### **Database security**

- 52. The Contractor must ensure that for any Systems:
  - (a) database maintenance utilities that bypass controls are restricted and monitored;
  - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
  - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
- 53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

#### **Device security and antivirus scanning**

- 54. The Contractor must ensure all Devices:
  - (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
  - (b) are configured to perform antivirus scans at least once per week;
  - (c) have host based firewall configured, enabled and active at all times; and
  - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

#### **VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT Proactive management**

- 55. The Contractor must:
  - (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
  - (b) implement processes to stay current with security threats.

#### **Patching**

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

### **Vulnerability Scanning**

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
  - (a) with any identified vulnerabilities remedied, before being placed into production; and
  - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

### **Web application vulnerability scanning**

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
  - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
  - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

### **Antivirus and malware scanning**

62. The Contractor must ensure that all Systems servers:
  - (a) have antivirus and malware protection configured, active and enabled at all times;
  - (b) have antivirus and malware definitions updated at least once a day; and
  - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

## **DISPOSALS Asset disposal**

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

### **Asset management**

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

### **Information destruction and disposal**

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
- (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
  - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

## **NOTICES, INCIDENTS AND INVESTIGATIONS Notice of demands for disclosure**

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

### **E-discovery and legal holds**



70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

## **Incidents**

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:

- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

## **Investigations support and security investigations**

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

#### **Province Security Threat and Risk Assessment (“STRA”) support**

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

#### **Notification of changes**

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

#### **Compliance verification**

77. Upon the Province’s request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
  - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor’s compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province’s rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor’s expense, to develop and implement a corrective action plan within a reasonable time.

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

80. 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 Province 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.

#### **MISCELLANEOUS Interpretation**

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

#### **Referenced documents**

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province’s main website at <http://www.gov.bc.ca>, be obtained from the Province’s contact for this Agreement.

#### **Survival**

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

**Schedule H – Tax Verification Schedule**  
**Not Applicable**



## Ministry Contract Award Review and Approval Process

**Branch:** Planning and Land Use Management

**eAPPROVAL:** 131-1715

**Contractor:** MountainMath Software Limited

**Contract #:** HCPLUM24710DAPR003

**Total Potential Value:** \$65,000

**STOB:** 6001

**New Contract/Amendment Value:** \$65,000    **Term:** ASAP to 31 DEC 2023


### Review Comments:

- **204 – Direct Award Confidentiality**
- **Services:** Update economic analysis and modelling with current policy details for both Small-Scale Multi-Unit Housing and Transit-Oriented Development.
- s.13

- DM would be the last approver.

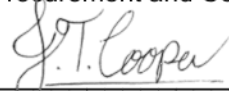
### **Options to extend are approved under this CAR without increase to Maximum Dollar Value**

### Reviewed By:

  
\_\_\_\_\_  
Elliot Hamilton-Boucher  
(Procurement and Compliance Analyst)

11-NOV-23

Date

  
\_\_\_\_\_  
John Cooper (Director, Procurement & Fin Ops)

14-Nov-23

Date

**Attorney General and  
Public Safety and  
Solicitor General**

Finance and Administration Division  
Corporate Management Services  
Branch

Mailing Address:  
PO Box 9256 STN PROV  
GOVT  
Victoria BC V8W 9J4

Location:  
5<sup>th</sup> Floor – 910 Government St.  
Victoria BC

**Ministries of Attorney General, Public Safety and Solicitor General, Housing,  
and Emergency Management and Climate Readiness  
Contract Approval Request**

☐ AG ☐ PSSG ☒ Housing ☐ EMCR

Branch:	Planning and Land Use Management	eApproval#: 131-1715	
Contractor Name:	<b>MountainMath Software Limited</b>	Contract #:	<b>HCPLUM24730DAPR003</b>
RC:73061	SL:54270	STOB: 6001	PROJECT: 730DAPR
Initial Contract Value (A):	\$65,000	Amendment #:	
		IM/IT Contract? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Sum of previous amendments (B):	\$	Involves "cloud-based technology"? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Current amendment value (C):	\$	Hourly rate(s):	\$
<b>Contract Aggregate (A+B+C):</b>	<b>\$65,000</b>	Procurement Code	<b>204</b> (see attach Direct Award Justification form)
Contract Aggregate if all options are used (Options will only be approved if total potential value of contract is provided)	<b>\$65,000</b>	PGO PO Class/Description	<b>C</b>
<b># of renewal options remaining: 1. Duration of single option term: up to 6 weeks. (months/year)</b> (Must provide this info for option to be approved. If none are remaining, please note N/A)			
Current Contract Term (Initial Term + Previous extensions)	From: ASAP	To: December 31, 2023	
Requested extension	From: n/a	To: n/a	
Contract has a confirmed funding source, or approval to access contingencies?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Next fiscal year expenditure. Minor budget uncertainty.	
If answering No for the above funding question, has the relevant Director of CMSB's Financial Planning and Analysis Department been engaged?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Contract has risk associated with it that the Deputy Minister must be informed about.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>NOTE:</b> There may be privacy and/or information security implications if this CAR relates to procuring a service. More information can be found on the <a href="#">ministry Intranet</a> .			

Ministries are responsible for engaging with the Procurement and Supply Division, Ministry of Citizen's Services (CITZ) for any service contracts that have the total potential to exceed \$250k or goods purchases with the total potential to exceed \$10k. To engage CITZ, access the CITZ SharePoint, go to the applicable Ministry page, and fill out a new excel line with the relevant project information. [AG Sharepoint](#), [PSSG Sharepoint](#), [Housing Sharepoint](#)

- Users who have not already been granted access will need to "Request Access" on the page during their first visit.

☒ Branch **is not** looking for CITZ assistance with +\$250k service purchase (If contract value is greater than \$250k and branch is not looking for CITZ involvement in the project, CMSB will complete the SharePoint entry, based on CAR information, on branch behalf).

☐ Branch **is requesting** CMSB assistance submitting goods forecasting.

☐ Branch **is requesting** CMSB assistance creating goods iRequisition to CITZ through the Corporate Financial Systems.

☐ Branch will be engaging CITZ themselves.

#### Description of goods/services required:

MountainMath undertook extensive economic analysis/modelling earlier in 2023 (AGHOUS2254270001). Since that time, HOUS has undertaken further work to refine and clarify it's approach to pre-zoning (to be advanced through legislation), and to reflect this, is seeking updated economic analysis/modelling.

We would like a new contract, to build on the existing analysis/modelling, to refine/update the modelled scenarios – specifically to reflect the current policy details (which will be advance through legislation), for both Small-Scale Multi-Unit Housing and Transit-Oriented Development.

If required to fulfill legal or formal provincial commitment, please indicate:

n/a

Date, competition type, and solicitation number of last competitive process:

n/a

Why could staff resources or other ministries in government not fill this need?

(Confirm requirement could not be fulfilled by another public sector organization and what alternatives, if any, were considered.)

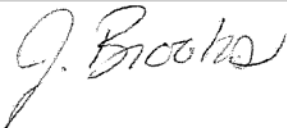

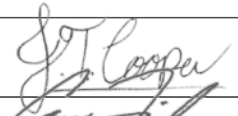
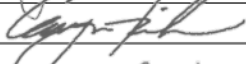
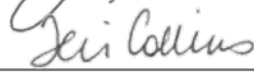
Provincial staff lack the capacity, skills and expertise needed to undertake an economic analysis with this level of complexity, particularly given the project's ambitious timelines.

Implications if not approved:

(Deputies will be looking for clear and concise explanation of operational necessity to branch.)

1. Cabinet-directed analysis to support DAPR (which is a Provincial priority project) would not be undertaken.
2. Ministry would be required to cancel a tender that proponents have already responded to.

#### Approvals:

	Name	Signature	Date
Expense Authority	Jessica Brooks		November 07, 2023
Branch ADM	Bindi Sawchuck		November 08, 2023
Director, Procurement and Financial Operations	John Cooper		November 14, 2023
CFO	Caryn Fischer		November 15, 2023
Deputy Housing	Teri Collins		November 15, 2023

### **DESCRIPTION OF SOLICITATION PROCESS (see BC Bid Resources)**

<input type="checkbox"/> <b>Potential NEGOTIATED REQUEST FOR QUOTE (NRQ)</b> – New pilot procurement template. Priced proposal which can be negotiated further and allows the scope to be refined before award. Requires CMSB review of final draft. Only available for service procurements that will have a total value of under \$75k.		
<input type="checkbox"/> <b>COMPETED FROM PRE-QUALIFICATION LIST</b> – RFQ # _____		
<input type="checkbox"/> <b>REQUEST FOR PROPOSAL</b> - BC Bid posting required if contract value is \$75,000 or over      RFP # _____		
<input type="checkbox"/> <b>INVITATION TO QUOTE</b> - BC Bid posting required if contract value is \$75,000 or over      ITQ # _____		
<input type="checkbox"/> <b>AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED</b> (applies to service contracts valued at less than \$75,000, and goods contracts valued at less than \$10,000) - Documentation of invitation and response for direct quotes must be kept on file and may be requested by CMSB for review.		
<input checked="" type="checkbox"/> <b>DIRECT AWARD</b> (Direct Award Justification <u>form</u> is also required to be attached to the Contract Approval Request)		
<input type="checkbox"/> <b>OTHER PROCUREMENT PROCESS (describe)</b> - _____		
<b><u>Procurement Codes</u></b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           100 – Open Competitive Process Posted on BC Bid            101 – Another Competitive Selection Process Used            200 – Direct Award – Government Organization            201 – Direct Award – Sole Source         </div> <div style="width: 45%;">           202 – Direct Award – Emergency            203 – Direct Award – Security, order etc.            204 – Direct Award – Confidentiality            600 – Other Purchase Process.         </div> </div>		
<b><u>PGO PO Class/Descriptions Codes</u></b>		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           A      Transfers – Shared Cost Arrangement            BE     Business Expense Approval            C      Contracts and Letters of Agreement            CA     Continuing Agreement            CSA    Corporate Supply Arrangement            E      Transfers – Entitlements            EPO    Emergency Purchase Order            F      Forecast – Creates a soft commitment            G      Transfers – Grants         </td> <td style="width: 50%; vertical-align: top;">           LPO    Library Purchase Order            O      Other Commitment Document            PC     Purchase Card            POSO   Purchase Order on a Standing Offer            PU     Purchase Order (Purchasing Services Branch)            QP     Queen’s Printer Requisition            R      Requisition (Purchasing Services Branch)            SO     Standing Offer (Ministry)         </td> </tr> </table>	A      Transfers – Shared Cost Arrangement BE     Business Expense Approval C      Contracts and Letters of Agreement CA     Continuing Agreement CSA    Corporate Supply Arrangement E      Transfers – Entitlements EPO    Emergency Purchase Order F      Forecast – Creates a soft commitment G      Transfers – Grants	LPO    Library Purchase Order O      Other Commitment Document PC     Purchase Card POSO   Purchase Order on a Standing Offer PU     Purchase Order (Purchasing Services Branch) QP     Queen’s Printer Requisition R      Requisition (Purchasing Services Branch) SO     Standing Offer (Ministry)
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Use “C” when services are provided directly to government. Use “A” when the services are provided to a third party (Ministry clients) rather than directly to government (Third Party Administration).		



## FISCAL YEAR JUSTIFICATION

During spending restrictions, additional justification for branch contracts must be provided. The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports spending within fiscal year 2023/2024.

**This document must be included in the contract file and be available when requested.**

1) Is it possible to defer this contract/purchase to fiscal year 2024/2025?

No

2) If the answer to question #1 is yes, why is this procurement being requested for the current fiscal year? Are there additional benefits available by procuring in current fiscal year 2023/2024?

n/a

3) If the answer to question #1 is no, why is this procurement urgently needed fiscal year 2023/2024?

Updated economic analysis/modelling required to support significant housing legislation advancing in Fall 2023.

## DIRECT AWARD JUSTIFICATION

Contracts may be negotiated and directly awarded without a competitive process only where an exceptional condition applies (see CPPM 6.3.3.a).

The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports the use of one of the below exceptions.

This document must be included in the contract file and be available when requested.

<b>CONTRACTOR NAME</b>	<b>MountainMath Software Limited</b>	<b>INITIAL CONTRACT VALUE</b>	<b>\$65,000</b>
<b>AMENDMENT?</b>	<b>NO</b>	<b>TOTAL AMENDED VALUE</b>	<b>n/a</b>
		<b>INITIAL TERM</b>	
<b>SERVICES PROVIDED</b>	<b>Updated Economic Analysis/Modelling</b>	<b>AMENDED TERM</b>	

<input checked="" type="checkbox"/>	<b>CHOOSE ONE PROCUREMENT PROCESS CODE THAT BEST APPLIES TO THIS DIRECT AWARD EXCEPTION</b>
<input type="checkbox"/>	<b>200 – PUBLIC SECTOR ORGANIZATION</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the contract is with another government organization – CPPM 6.3.3(a)(1).
<input type="checkbox"/>	<b>201 – SOLE SOURCE</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the ministry can <i>strictly</i> prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity – CPPM 6.3.3(a)(1).
<input type="checkbox"/>	<b>202 – EMERGENCY</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process – CPPM 6.3.3(a)(1).
<input type="checkbox"/>	<b>203 – SECURITY, ORDER, ETC</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health – CPPM 6.3.3(a)(1).
<input checked="" type="checkbox"/>	<b>204 – CONFIDENTIALITY</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest – CPPM 6.3.3(a)(1).
<input type="checkbox"/>	<b>205 – NOTICE OF INTENT (No substantiated objections)</b> When a contract for goods valued at \$10,000 or more, or a contract for services or construction valued at \$50,000 or more, is intended to be directly awarded on the basis that there is only one vendor that can provide the services or goods required, but this cannot be strictly proven, a Notice of Intent must be posted on BC Bid – CPPM 6.3.2(b)(5) (Goods); CPPM 6.3.2(c)(7) (Services).
<input type="checkbox"/>	<b>206 – PERMITTED UNDER ANOTHER CORPORATE POLICY OR LEGISLATION</b> Use this code where the direct award was permitted under another corporate policy or legislation. Do not use this code if another direct award code applies.
<b>STOB 80 contract or agreement that is directly awarded in accordance with CPPM 4.3.14.9</b>	
<input type="checkbox"/>	<b>208 – SHARED COST ARRANGEMENT (FINANCIAL ASSISTANCE)</b> A Shared Cost Arrangement (STOB 80 agreement) may be directly awarded where financial assistance is provided to a specified target group or population (e.g. First Nation, or a direct beneficiary, individual or family or legal guardian of that individual under a community/social service program) – CPPM 21.3.6 and CPPM 6.3.3(a)(3)
<input type="checkbox"/>	<b>209 – SHARED COST ARRANGEMENT (COMPETITIVE SELECTION PROCESS NOT APPROPRIATE)</b> A Shared Cost Arrangement (STOB 80 or agreement) may be directly awarded where a competitive selection is not appropriate – CPPM 21.3.6 and CPPM 6.3.3(a)(3).

**JUSTIFICATION FOR PROCUREMENT PROCESS CODES 200, 201, 202, 203, 204, 205, 206, 208, 209** – Please provide background, rationale and a detailed description or documentation of how the contract qualifies for the above selected exception. **Please explain why this is the case for this contract. PLEASE NOTE: THE EXPLANATION THAT YOU PROVIDE BELOW WILL BE USED FOR FOI RELEASES AND MINISTER'S REQUESTS.** (Attach additional page as needed)

**Context:** MountainMath undertook extensive economic analysis/modelling earlier in 2023 (AGHOUS2254270001). Since that time, HOUS has undertaken further work to refine and clarify its approach to pre-zoning, and to reflect this, is seeking updated economic analysis/modelling. Many of the details of the Province's proposed approach to pre-zoning are not yet public, and are subject to future decision by Cabinet.

The direct award is justified because:

- v. *the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.*

s.13



Contract Manager Signature

Eric Nicholls  
November 10, 2023

**Jens von Bergmann** • MountainMath Software and Analytics • 6093 Iona Dr, Unit 25 • Vancouver,  
V6T 0B2 • JENS@MOUNTAINMATH.CA • 778-960-3122

**To:** Province of British Columbia  
Ministry Contract No.: AGHOUS2254270001  
Solicitation No.: RFP 51241

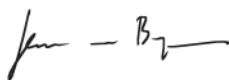
Vancouver, June 12, 2023

## Invoice #BC RFP 51241

Pos.	Description	Prices in \$CA
1	Kick off and Initial Development	20000,00
2	Data Gathering and Validation	50000,00
3	Analysis and Preliminary Results Workshop/Check-in	200000,00
4	Draft Final Report Submission	50000,00
5	Final Report Submission and Presentation	25000,00
Subtotal:		345000,00
GST 5%:		17250,00
<b>Total:</b>		<b>362250,00</b>

MountainMath Software and Analytics  
GST Number: 814516837BC0001

We appreciate your business and look forward to future projects together. Best regards,



Jens von Bergmann

Received June 14, 2023



James Proctor, Manager

Signed June 20, 2023  
Expense Authority,



Jessica Brooks, Executive Director

*Supplier Name	MountainMath Software Ltd.	*Supplier # -Site #	2922604	-	1
*Invoice Date (DDMMYY)	12Jun23	*Invoice Received Date	12Jun23		
*Invoice Number	BC RFP 51241	*Address Verified (Y/N)	Y <input type="checkbox"/>	If NO, provide additional instructions	
*Qualified Receiver	James Proctor	*Expense Authority	Jessica Brooks		
*QR Signature (Y/N)	Y <input type="checkbox"/>	If NO, please sign		*Invoice Total Amount	362,250.00
Contract number	AGHOUS2254270001	Pay Stub Comment:			
Receipt number		Pay Immediately?		If YES, reasoning required in additional Instructions	

SUB TOTAL	GST	PST	CL	RESP	SL	STOB	PROJ	*LINE DESCRIPTION
345,000.00	17,250.00		131	73061	54270	6101	510DAPR	Professional Services Rendered - Economic Analysis

Additional Instructions:

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: AGHOUS2254270001

Requisition No.: \_\_\_\_\_

Solicitation No.(if applicable): RFP 51241

Commodity Code: \_\_\_\_\_

### **Contractor Information**

Supplier Name: MountainMath Software Ltd.

Supplier No.: \_\_\_\_\_

Telephone No.: 778-960-3122

E-mail Address: jens @ mountainmath.ca

Website: \_\_\_\_\_

### **Financial Information**

Client: \_\_\_\_\_

Responsibility Centre: \_\_\_\_\_

Service Line: \_\_\_\_\_

STOB: 510DAPR

Project: DAPR10

**Template version:** September 16, 2022

**Corporate Contract Template issued by  
OCG under TB Directive 1/23**

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**SCHEDULE A – SERVICES**

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- Part 2 - Services**
- Part 3 - Related Documentation**
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**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable**
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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

**SCHEDULE H – TAX VERIFICATION**

THIS AGREEMENT is dated for reference the \_\_\_\_day of \_\_\_\_\_, 20\_\_.

BETWEEN:

MountainMath Software LIMITED (the "Contractor") with the following specified address:  
6093 Iona Dr, #25 Vancouver, BC  
V6T 0B2  
jens@mountainmath.ca

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the  
Minister of Housing (the "Province") with the following specified address:  
Ministry of Housing, Planning and Land Use Management Branch  
PO Box 9841 Stn Prov Govt  
Victoria, BC  
V8W 9T2  
PLUM@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## **1 DEFINITIONS**

### **General**

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### **Meaning of "record"**

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## **2 SERVICES**

#### Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

#### Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

#### Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

#### Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

#### Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

#### Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

#### Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

#### Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

#### Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

### 3 PAYMENT

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
  - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

#### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

#### Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

## Refunds of taxes

### 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

## 4 REPRESENTATIONS AND WARRANTIES

### 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
  - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
  - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
  - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

## 5 PRIVACY, SECURITY AND CONFIDENTIALITY

### Privacy

#### 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

### Security

#### 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

### Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
  - (c) if it is information in any Incorporated Material.

#### Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

#### Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

### **6 MATERIAL AND INTELLECTUAL PROPERTY**

#### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

#### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

#### Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
  - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

#### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

## **7 RECORDS AND REPORTS**

### Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

### Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## **8 AUDIT**

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

## **9 INDEMNITY AND INSURANCE**

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

### Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

#### Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## 10 FORCE MAJEURE

#### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
  - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
  - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
  - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
  - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

#### Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and



- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
  - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

#### Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

## Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## 12 DISPUTE RESOLUTION

### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
    - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
    - (ii) there will be a single arbitrator; and
    - (iii) British Columbia law is the applicable law.

### Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

### Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## 13 MISCELLANEOUS

### Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
  - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

#### Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

#### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

#### Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

#### Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

#### Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

#### Personnel not to be employees of Province

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

#### Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

#### Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## **14 INTERPRETATION**

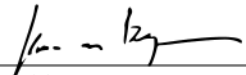

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

## **15 EXECUTION AND DELIVERY OF AGREEMENT**

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>24th</u> day of  <u>February</u>, 20<u>23</u> by the Contractor  (or, if not an individual, on its behalf by its  authorized signatory or signatories):</p> <p></p> <p>_____  Signature(s)</p> <p><b>Jens von Bergmann</b></p> <p>_____  Print Name(s)</p> <p><b>President, MountainMath</b></p> <p>_____  Print Title(s)</p>	<p>SIGNED on the <u>27th</u> day of  <u>February</u>, 20<u>23</u> on behalf of the  Province by its duly authorized  representative:</p> <p></p> <p>_____  Signature</p> <p>Jessica Brooks</p> <p>_____  Print Name</p> <p>Executive Director, Planning and Land Use Management</p> <p>_____  Print Title</p>
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## Schedule A – Services

### **PART 1. TERM:**

1. Subject to section 2 of this Part 1, the term of this Agreement commences on February 20<sup>th</sup> 2023 and ends on April 28<sup>th</sup> 2023.
2. At the sole discretion of the Province, the Term may be extended for up to six weeks.

### **PART 2. SERVICES:**

Services are being provided for the Ministry of Housing (Ministry). The Contractor must conduct an economic analysis to better understand possible impacts of the potential policy approaches being explored as part of the Development Approvals Process Review (DAPR). Specifically, the Ministry is interested in answering analysis questions in two subject areas: (1) land value and associated impacts; and (2) the economic viability of housing development projects.

#### **Outputs**

The Contractor must meet the following key deliverables and project phases (exact timelines and sequencing to be determined in consultation with the Contractor).

- 1) Kick off
  - Project kick off meeting to confirm roles and responsibilities, scope, timelines, assumptions, preliminary data needs, and community typology. May be conducted in person at a Ministry office, online, or a hybrid of both options.
  - **Deliverables:**
    - PowerPoint presentation including summary of proposed methodology questions to be addressed prior to undertaking Phase 2: Analysis, and proposed assumptions (PowerPoint).
- 2) Data gathering and validation
  - Contractor must gather relevant data from various sources. Should a data source not be available to the Contractor, the Contractor should prepare a list for Provincial staff detailing alternate sources and rationale.
- 3) Analysis
  - Contractor must conduct the analysis as per the specifications outlined in the 'Outcomes' and 'Reporting Requirements' sections below.
- 4) Preliminary results workshop/check-in
  - Workshop with Contractor and Provincial staff to review preliminary findings from scenario model and analysis. May be conducted in person at a Ministry office, online, or a hybrid of both options. The Contractor must prepare a presentation, including agenda, summary of analytic approach, preliminary findings, and any emerging issues or questions to discuss with Provincial staff before proceeding further.
  - **Deliverables:**
    - PowerPoint presentation including summary of preliminary findings of typology model and analysis (PowerPoint).
    - Memorandum providing a summary of any analysis completed and preliminary findings (Word).
- 5) Draft final report

- The Contractor must prepare a draft final report including, but not limited to, developing draft versions of supporting tables, charts, and maps.
  - Provincial staff will review and provide feedback on the first draft report within five (5) business days.
- 6) Final report submission
- The Contractor must develop a final report (in PDF) incorporating feedback from Provincial staff review of the draft, including finalizing any tables, charts, maps, and graphics.
  - Finalize tables, charts, maps, renderings, and graphics, and photographs.
- 7) Final report presentation must be conducted by April 28<sup>th</sup>, 2023 unless an extension by the Ministry is granted under Schedule A, Part 1, Section 2 of this General Service Agreement.
- The Contractor must prepare a presentation, including agenda, research questions, summary of analytic approach, and findings. May be conducted in person at a Ministry office, online, or a hybrid of both options.
  - **Deliverables:**
    - PowerPoint presentation (PowerPoint).

### **Inputs**

The contractor must use the expertise of the project team as outlined in their application. If needed, the contractor may consult with other subject-matter experts, pending the contractor has informed the Province and the Province has agreed. The Province requires the Contractor, their consultants, their employees, and any others involved in the economic analysis must sign a non-disclosure agreements developed by the Province before being provided information about the specifics of the project.

The consultant may use Housing Needs Reports, Census of Canada, other Statistics Canada data, BC Stats, local government open data, regional real estate data, as well as any other data and/or other input, as needed. Use of these open data sources is encouraged.

As the contractor has identified BC Assessment data will be necessary to complete the economic analysis, the Ministry will work to acquire and provide the data in a timely fashion, if feasible. Any additional fee-for-service data cannot be included as per the stipulations of the request-for-proposal (RFP #51241).

### **Outcomes**

The Ministry is interested in answering the following analysis questions in each of the two themes (land value and associated impacts, and the economic viability of housing development projects) detailed below.

Through the delivery of the Services the Province wishes to gain insights on the following questions/realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

#### **1. “Land Value and Associated Impacts” Analysis Questions**

- a. How will upzoning impact land values (market, assessed, or both – optimal approach to be determined in consultation with Contractor)?
  - i. How sensitive are land values to the scale of upzoning (i.e., the amount of new allowable density)?
  - ii. Does this sensitivity change over time, as the rate of redevelopment (and, subsequently, density) increases?
  - iii. Will land value impacts differ based on where upzoning occurs in the community or in just particular areas? (i.e., how does the geographic distribution of density impact land values)



- b. Comparing “new” density (resulting from upzoning) to a local government’s current OCP, what is the estimated reduction in spot rezoning occurrences?

Scenario modelling will be required to provide insight on each of the analysis questions. The modelling may involve a combination of geospatial and statistical methods. The scenarios, the details of which will be confirmed in consultation with the Contractor, should include the following:

- a. Upzoning for “missing middle”:
  - o Exact density distribution models to be determined in consultation with contractor, but would likely include:
    - o Up to three or four dwelling units permitted on all lots zoned for single detached residential, and
    - o Up to six dwelling units on specific sites within transit areas.
- b. Upzoning through various density distributions to meet housing needs report projections. For example, if a local government’s housing needs report identifies a need for 1000 new dwelling units, the local government could upzone in a range of ways, such as (examples only):
  - o Two lots upzoned to allow 500 units each
  - o Ten lots upzoned to allow 100 units each
  - o 20 lots upzoned to allow 50 units each
  - o 500 lots upzoned to allow 2 units each
  - o Upzoning limited to areas adjacent to existing and planned rapid transit stations, transit exchanges, and frequent transit lines.

Time horizons: The analysis should include projections at 5- and 10-year horizons (2028 and 2033).

The Ministry recognizes that it is difficult to predict the impact of upzoning on land values, given the various market factors and development contexts of B.C. communities, and that any analysis will necessarily involve certain assumptions. The Ministry proposes that any methodology (including assumptions) to analyse the impact of upzoning on land values be determined in consultation with the Contractor early in the contract term.

## **2. “Economic viability of projects’ Analysis Questions:**

- a. What are the most important factors to consider in setting charges that would not deter development?
- b. What are the anticipated trends in interest rates, construction costs, labour supply, etc., over the next couple of years?
- c. How might potential changes to zoning (i.e., upzoning) and the trends identified in (b) impact housing starts/the viability of development? The Contractor should include discussion on viability for each of the upzoning scenarios described in Part 1 of this section.

Taking into account the above questions, the Contractor must prepare an intersectional analysis of upzoning using the Gender-based Analysis Plus framework and discuss potential impacts to population segments with various identity factors, renters, and households in core housing need, as well as general considerations/recommendations for mitigating such impacts.

While the Contractor plans **not** to incorporate current Housing Needs Reports in their analysis, a discussion with the Province must occur on how Housing Need Reports might be standardized across municipalities within BC to better accord with future analysis.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved. The Parties also acknowledge that while the project intent and scope remains the same for the project’s duration, the specific analysis questions may change if agreed to by both parties.

## **Reporting requirements**

The contractor must provide a detailed explanation of the methodology and the choice of density scenarios and market-based typologies used and show analysis results for each combination of density scenario and market-based typology. The contractor must provide concrete examples of what these density scenarios and results look like for a range of locations across BC, similar to what is indicated in the list of typologies in the section 3.3 of RFP #51241, including some basic mock-ups of what the considered density scenarios may look like.

The contractor must also provide maps, local government tabulations, and the entire code for the analysis available to ensure complete transparency on methods and reproducibility for future analyses.

### **PART 3. RELATED DOCUMENTATION:**

1. Not applicable

### **PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:
  - A. Jens von Bergman
  - B. Nathanael Lauster
  - C. Albert Huang
  - D. Simon Davie
  - E. Thomas Davidoff
  - F. Tsur Somerville
  - G. Robert Helsley

## Schedule B – Fees and Expenses

### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$345,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

Phase	Price
1) Kick off and Initial Development	\$20,000
2) Data Gathering and Validation	\$50,000
3) Analysis and Preliminary Results Workshop/Check-in	\$200,000
4) Draft Final Report Submission	\$50,000
5) Final Report Submission and Presentation	\$25,000
Total (Sum 1 to 5 above)	\$345,000

### **3. EXPENSES:**

**Expenses:** None.

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

### **5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

**Schedule C – Approved Subcontractor(s)**

Not applicable.

## Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
  - (b) “**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;
  - (c) “**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 Province and the Contractor dealing with the same subject matter as the Agreement;
  - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
  - (e) “**public body**” means “public body” as defined in the Act;
  - (f) “**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;
  - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
  - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with the Province’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 Province; and
- (c) unless the Agreement otherwise specifies or the Province 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 Province 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. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the Province provides personal information to the Contractor;
  - (b) the Agreement otherwise specifies; or
  - (c) the Province otherwise directs in writing.
- 6. 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 Province 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 Province 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 information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the

name or title and contact information of an official of the Province 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 Province 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 Province must advise the Contractor of the date the correction request was received by the Province 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 Province, 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 Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province 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 Province, by supporting the Province 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 Province 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 Province upon request.

### **Retention of Personal Information**

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



## **Use of Personal Information**

20. Unless the Province 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 Province 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**

21. Where the Contractor has or generates metadata as a result of services provided to the Province, 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**

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. 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 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
  - (b) provide the Province with reasonable assistance to contest the third-party request; and
  - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
    - (i) the control of personal information by the Province as a public body under the Act;
    - (ii) the application of the Act to the Contractor as a service provider to the Province;
    - (iii) the conflict between the Act and the third-party request; 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.

### **Notice of Unauthorized Disclosure**

- 25. 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 Province.

### **Compliance with the Act and Directions**

- 26. 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 Province under this Schedule.
- 27. 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.
- 28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

### **Notice of Non-Compliance**

- 29. 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 Province 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**

- 30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province 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**

- 31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 32. 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.
- 33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 34. If a provision of the Agreement (including any direction given by the Province 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.

35. 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.
36. 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.

## **Schedule F – Additional Terms**

Not applicable.

## Schedule G – Security Schedule

### Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
  - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
  - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
  - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:

- (i) directly access and store Protected Information,
  - (ii) relate to Protected Information or the Province's tenancy activities, or
  - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
  - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

#### **Additional obligations**

2. The Contractor must comply with Appendix G1 if attached.

#### **PERSONNEL**

##### **Confidentiality agreements**

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

##### **Personnel security screening**

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
  - (a) verifying their identity and relevant education, professional qualifications and employment history;
  - (b) completing a criminal record check that is updated at least every five years;
  - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
  - (d) performing any additional screening this Agreement or applicable law may require; and
  - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

#### **Personnel information security training**

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

#### **Security contact**

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

#### **Supply chain**

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

### **GENERAL POLICIES AND PRACTICES**

#### **Information security policy**

10. The Contractor must have an information security Policy that is:
  - (a) based on recognized industry standards; and
  - (b) reviewed and updated at least every three years.

#### **Compliance and Standard for Security Controls**

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
  - (a) "Information Security Policy";
  - (b) government wide IM/IT Standards; and
  - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

#### **Contractor security risk assessments**

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

#### **Change control and management**

13. The Contractor must:

- (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
- (b) ensure that adequate testing of any change is completed before the change is put into production.

#### **Backups and restores**

14. The Contractor must ensure that:
  - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
  - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
  - (c) frequency and completeness of backups is based on reasonable industry practice.

#### **Business continuity plan and disaster recovery plan**

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

#### **Security Incident Response and Management**

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

### **PROTECTED INFORMATION AND DATA SECURITY**

#### **Encryption**

18. The Contractor must ensure that:
  - (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
  - (b) encryption end-to-end is implemented for all Protected Information in transit.

#### **No storage on unencrypted portable media**

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

#### **Encryption standard**

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.



## **Isolation controls and logical isolation of data**

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

## **ACCESS AND AUTHENTICATION**

### **User Identifiers**

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

### **Access**

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
  - (a) verification of access levels;
  - (b) creating and maintaining records of access privileges;
  - (c) audit processes; and
  - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
  - (a) are configured in alignment with industry standards;
  - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
  - (c) automatically lock the applicable account and Systems after failed logon failures;
  - (d) limit the number of concurrent sessions;
  - (e) prevent further access to Systems by initiating a session lock; and
  - (f) provide the capability of disconnecting or disabling remote access to the Systems.

## **Authentication**

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
  - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
  - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
  - (c) store and transmit only encrypted representations of passwords;
  - (d) enforce password minimum and maximum lifetime restrictions;
  - (e) prohibit password reuse;
  - (f) prevent reuse of identifiers; and
  - (g) disable the identifier after ninety days of inactivity.

## **Highly sensitive Protected Information**

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
  - (a) two-factor authentication for access;
  - (b) enhanced logging that logs all accesses;
  - (c) request based access; and
  - (d) no standing access rights.

## **SECURITY EVENT LOGS**

### **Log generation, log retention and monitoring**

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
  - (a) such additional period of time as the Province may instruct; or
  - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

## **PROVINCE PROPERTY**

### **Access to Province facilities, systems or networks**

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
  - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
  - (b) "Information Security Policy";
  - (c) government wide IM/IT Standards; and
  - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
  - (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
  - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
  - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
  - (d) limit or revoke access to any Province systems, facility or device at its discretion.

### **Application development**

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

## **FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY**

### **Physical security**

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
  - (a) hardening of the perimeter of the Facilities;
  - (b) physical separation of public and restricted spaces;
  - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
  - (d) Access Control Systems (ACS) and/or Key Management processes; and
  - (e) visitor and identity management processes – including access logs and identification badges.

### **Separation of production from test environments**

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

### **Systems (including servers) hardening**

47. The Contractor must:
  - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
  - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
  - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
  - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

#### **Perimeter controls (firewall and intrusion prevention system) and network security**

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

#### **Application firewall**

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

#### **Management network**

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

#### **Remote management and secure access gateway**

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

#### **Database security**

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

#### **Device security and antivirus scanning**

54. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

### **VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT**

#### **Proactive management**

55. The Contractor must:

- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
- (b) implement processes to stay current with security threats.

#### **Patching**

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

#### **Vulnerability Scanning**

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
  - (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

#### **Web application vulnerability scanning**

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
  - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
  - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

#### **Antivirus and malware scanning**

- 62. The Contractor must ensure that all Systems servers:
  - (a) have antivirus and malware protection configured, active and enabled at all times;
  - (b) have antivirus and malware definitions updated at least once a day; and
  - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

### **DISPOSALS**

#### **Asset disposal**

- 63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

#### **Asset management**

- 64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
- 65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

#### **Information destruction and disposal**

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
  - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.

- 68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

## **NOTICES, INCIDENTS AND INVESTIGATIONS**

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

- 69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

### **E-discovery and legal holds**

- 70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

### **Incidents**

- 71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
  - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
  - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

### **Investigations support and security investigations**

- 72. The Contractor must:
  - (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
  - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
  - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and



(d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

#### **Province Security Threat and Risk Assessment ("STRA") support**

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

#### **Notification of changes**

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

#### **Compliance verification**

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
- (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

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

80. 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 Province 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.

## **MISCELLANEOUS**

### **Interpretation**

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

### **Referenced documents**

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

### **Survival**

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

## Schedule H – Tax Verification Schedule

1. In this Schedule:
  - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
  - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.



## Ministry Contract Award Review and Approval Process

Branch: Planning and Land Use Management

eAPPROVAL: 66393

Contractor: MountainMath Software LIMITED

Total Potential Value: \$345,000.00

STOB: 6101

New Contract Value: \$345,000.00

Term: Feb 6, 2023 – Apr 14, 2023

### Review Comments:

- **101 – Another Competitive Selection Process Used**
- The Ministry of Housing is seeking a Contractor with expertise in land economics and local government planning, land use and finance, specifically as they relate to residential development and housing policy, to conduct an economic analysis to better understand possible impacts of the potential policy approaches being explored as part of the Development Approvals Process Review (DAPR).
- CFO will be final approver.

### **Options to renew are not approved under this CAR**

### Reviewed By:

  
\_\_\_\_\_  
Nala King (Procurement & Contract Analyst)

February 2, 2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Elliot Hamilton-Boucher (Procurement/Compliance Analyst) Date  
OBO John T. Cooper (A/Manager, Procurement & Fin Ops)

February 2, 2023  
\_\_\_\_\_

**Attorney General and  
Public Safety and  
Solicitor General**

Finance and Administration Division  
Corporate Management Services  
Branch

Mailing Address:  
PO Box 9256 STN PROV  
GOVT  
Victoria BC V8W 9J4

Location:  
5<sup>th</sup> Floor – 910 Government St.  
Victoria BC

**Ministries of Attorney General, Public Safety and Solicitor General and Deputy  
Premier, Housing, and Emergency Management and Climate Readiness  
Contract Approval Request**

☐ AG ☐ PSSG ☒ Housing ☐ EMCR

Branch:	Planning and Land Use Management	eApproval#: 66393	
Contractor Name:	<b>MountainMath Software LIMITED</b>	Contract #:	
RC: 54270	SL: 73061	STOB: 6101	PROJECT: 510DAPR
Initial Contract Value (A):	\$345,000.00	Amendment #:	
		IM/IT Contract? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Sum of previous amendments (B):	\$	Involves "cloud-based technology"? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Current amendment value (C):	\$	Hourly rate(s):	\$
<b>Contract Aggregate (A+B+C):</b>	<b>\$345,000.00</b>	Procurement Code	<b>101</b>
Contract Aggregate if all options are used (Options will only be approved if total potential value of contract is provided)	\$	PGO PO Class/Description	<b>C</b>
# of renewal options remaining: <u>1</u> . Duration of single option term: <u>6</u> (weeks) (Must provide this info for option to be approved. If none are remaining, please note N/A)			
Current Contract Term (Initial Term + Previous extensions)	From: February 6, 2023	To: April 14, 2023	
Requested extension	From:	To:	
Contract has a confirmed funding source, or approval to access contingencies?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Next fiscal year expenditure. Minor budget uncertainty.	
If answering No for the above funding question, has the relevant Director of CMSB's Financial Planning and Analysis Department been engaged?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Contract has risk associated with it that the Deputy Minister must be informed about.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>NOTE:</b> All planned procurements must have the engagement of the Ministry Privacy Officer (MPO) by emailing <a href="mailto:AGPSSGPrivacy@gov.bc.ca">AGPSSGPrivacy@gov.bc.ca</a> . The MPO will analyze and provide advice on what FOIPPA requirements apply, if any.			

Ministries are responsible for engaging with the Procurement and Supply Division, Ministry of Citizen's Services (CITZ) for any service contracts that have the total potential to exceed \$250k or goods purchases with the total potential to exceed \$10k. To engage CITZ, access the CITZ SharePoint, go to the applicable Ministry page, and fill out a new excel line with the relevant project information. <https://citiz.sp.gov.bc.ca/sites/PS/PSB/ProcurementForecasting/SitePages/Home.aspx>

☒ Branch **is not** looking for CITZ assistance with service purchase (If contract value is greater than \$250k and branch is **not** looking for CITZ involvement in the project, CMSB will complete the SharePoint entry, based on CAR information, on branch behalf).

☐ Branch **is requesting** CMSB assistance submitting goods forecasting.

☐ Branch **is requesting** CMSB assistance creating goods iRequisition to CITZ through the Corporate Financial Systems.

#### Description of goods/services required:

The Ministry of Housing (Ministry) is seeking a Contractor with expertise in land economics and local government planning, land use and finance, specifically as they relate to residential development and housing policy, to conduct an economic analysis to better understand possible impacts of the potential policy approaches being explored as part of the Development Approvals Process Review (DAPR).

Specifically, the Ministry is interested in answering analysis questions in two subject areas: (1) land value and associated impacts; and (2) the economic viability of housing development projects.

The duration of the Contract is just over 3 months (detailed below in Section 3) in the first quarter of 2023.

If required to fulfill legal or formal provincial commitment, please indicate:

This economic analysis will provide an evidentiary basis to support DAPR-related policy work, which is flagged as a priority in our minister's mandate letter.

**Date, competition type, and solicitation number of last competitive process:**

***January 17, 2023 - RFP - 51241***

#### Why could staff resources or other ministries in government not fill this need?

(Confirm requirement could not be fulfilled by another public sector organization and what alternatives, if any, were considered.) Provincial staff lack the capacity, skills and expertise needed to undertake an economic analysis with this level of complexity, particularly given the project's ambitious timelines.

The complex scope and multi-faceted nature of this economic analysis necessitate hiring a proponent with a unique combination of subject-matter expertise in land economics, local government planning, land use and finance, specifically as they relate to residential development and housing policy.




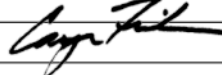
#### Implications if not approved:

(Deputies will be looking for clear and concise explanation of operational necessity to branch.)

If this CAR is not approved, two primary implications will result:

1. Ministry staff will not be able to provide government with a full accounting of potential impacts of major policy changes and legislative amendments
2. The Ministry would be required to cancel a tender that proponents have already responded to.

**Approvals:**

	Name	Signature	Date
Expense Authority	Jessica Brooks		2023-02-01
Branch ADM (or equivalent)	Jessica Brooks, ED signing on behalf of Bindi Sawchuk, ADM		2023-02-02
A/Manager Procurement & Financial Operations	Elliot Hamilton-Boucher, Procurement/Compliance Analyst obo John Cooper, A/Manager		2023-02-02
CFO	Caryn Fischer		February 8, 2023
Deputy Housing	Teri Collins	N/A	N/A

**DESCRIPTION OF SOLICITATION PROCESS (see BC Bid Resources)**

<input type="checkbox"/> <b>Potential NEGOTIATED REQUEST FOR QUOTE (NRQ)</b> – New pilot procurement template. Priced proposal which can be negotiated further and allows the scope to be refined before award. Requires CMSB involvement. Only available for service procurements that will have a total value of under \$75k.
<input type="checkbox"/> <b>COMPETED FROM PRE-QUALIFICATION LIST</b> – RFQ # _____
<input type="checkbox"/> <b>REQUEST FOR PROPOSAL</b> - BC Bid posting required if contract value is \$75,000 or over RFP # _____
<input type="checkbox"/> <b>INVITATION TO QUOTE</b> - BC Bid posting required if contract value is \$75,000 or over ITQ # _____
<input type="checkbox"/> <b>AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED</b> (applies to contracts valued at less than \$75,000) - Documentation of invitation and response for direct quotes must be kept on file and may be requested by CMSB for review.
<input type="checkbox"/> <b>DIRECT AWARD</b> (Direct Award Justification <u>form</u> is also required to be attached to the Contract Approval Request)
<input checked="" type="checkbox"/> <b>OTHER PROCUREMENT PROCESS (describe) - Limited Tendering Opportunity – RFP# 51241</b>  The subject matter of this RFP to conduct an economic analysis is subject to Cabinet confidence, and disclosure through an open bidding process could reasonably compromise this confidentiality. Given the confidential nature of this solicitation and sensitive timelines, the decision was made to award this contract through a Limited Tendering Opportunity.
<p style="text-align: center;"><b><u>Procurement Codes</u></b></p> <div style="display: flex; justify-content: space-between;"> <div>           100 – Open Competitive Process Posted on BC Bid            101 – Another Competitive Selection Process Used            200 – Direct Award – Government Organization            201 – Direct Award – Sole Source         </div> <div>           202 – Direct Award – Emergency            203 – Direct Award – Security, order etc.            204 – Direct Award – Confidentiality            600 – Other Purchase Process.         </div> </div>

**PGO PO Class/Descriptions Codes**

A	Transfers – Shared Cost Arrangement	LPO	Library Purchase Order
BE	Business Expense Approval	O	Other Commitment Document
C	Contracts and Letters of Agreement	PC	Purchase Card
CA	Continuing Agreement	POSO	Purchase Order on a Standing Offer
CSA	Corporate Supply Arrangement	PU	Purchase Order (Purchasing Services Branch)
E	Transfers – Entitlements	QP	Queen’s Printer Requisition
EPO	Emergency Purchase Order	R	Requisition (Purchasing Services Branch)
F	Forecast – Creates a soft commitment	SO	Standing Offer (Ministry)
G	Transfers – Grants		

Use “C” when services are provided directly to government. Use “A” when the services are provided to a third party (Ministry clients) rather than directly to government (Third Party Administration).

## FISCAL YEAR JUSTIFICATION

During spending restrictions, additional justification for branch contracts must be provided. The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports spending within fiscal year 2022/2023.

**This document must be included in the contract file and be available when requested.**

1) Is it possible to defer this contract/purchase to fiscal year 2023/2024?

No.

2) If the answer to question #1 is yes, why is this procurement being requested for the current fiscal year? Are there additional benefits available by procuring in current fiscal year 2022/2023?

3) If the answer to question #1 is no, why is this procurement urgently needed fiscal year 2022/2023?

Deferring this contract to fiscal year 2023/2024 does not provide sufficient time for the necessary work to be completed such that it can be used to inform government’s consideration of major policy changes and legislative amendments. Moreover, the Ministry would be required to cancel a tender that proponents have already responded to.