

Moving forward together

Ministry of Justice

*Proposal for Tribunal
Transformation
Initiative Professional
Services*

RFP # AG-JSB-73114

September 2, 2014

pwc



Request for Proposals

Tribunal Transformation Initiative Professional & Data Residency Services

Ministry of Justice

Request for Proposals Number: AG-JSB-73114

Issue date: July 31st, 2014

Closing Time: Proposal must be received **before 2:00 PM Pacific Time on: August 25th, 2014**

GOVERNMENT CONTACT PERSON: All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Province's option.

Mac Campbell
Contract Manager

Mac.Campbell@gov.bc.ca

DELIVERY OF PROPOSALS:

Proposals must **NOT** be sent by mail, courier, hand, facsimile or e-mail. Proposals are to be submitted as follows:

One complete electronic proposal **must** be received in accordance with BC Bid instructions for e-bidding. Only pre-authorized e-bidders registered on the BC Bid system can submit electronic bids.

PROPOSERS' MEETING

A Proposers' meeting will **not** be held.

PROPOSER SECTION:

For electronic proposals, all parts of the Proposer Section (below) must be completed except the signature field, as the BC Bid e-bidding key is deemed to be an original signature. The rest of this page **must** be otherwise unaltered and submitted as part of your proposal.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative:

X

Legal Name of Proponent:

PricewaterhouseCoopers LLP

Printed Name of Authorized Representative:

Owen Taylor

"Doing Business As" Name of Proponent, if applicable:

PwC



September 2, 2014

Mac Campbell
Contract Manager
Ministry of Justice
PO Box 9262 Stn Prov Gov
Victoria, BC V8W9J4

Reference: Proposal for Tribunal Transformation Initiative Professional Services

Dear Mac,

On behalf of our entire team, we're very excited to submit our proposal to provide Professional Services for the Tribunal Transformation Initiative (TTI). It's particularly exciting for us when an opportunity comes up to work on an initiative that's as important to you – and all British Columbians – as justice reform. We feel truly passionate about working together to build on the momentum we've already established, to strengthen and expand our working relationship and support your success through the next phase of this transformational journey.

We see this proposal as an opportunity to re-confirm our commitment to you – to show you that we've listened to your needs, and taken direct action in response. We've worked hard to address the specific requirements of your Request for Proposals and to assemble a great team to work collaboratively with the Ministry of Justice and the in-scope Tribunals to achieve the TTI objectives.

We'd like to move forward together. We hope that by the time you've finished reading our proposal, you're convinced of our commitment and passion to work with you.

Please note that our proposal is for Professional Services only.

We very much look forward to discussing this proposal with you. In the meantime, please don't hesitate to let me know if you have any questions.

Sincerely,

Owen Taylor
Partner, PwC Associates
+1 250 298 5270
owen.taylor@ca.pwc.com

PricewaterhouseCoopers LLP
PwC, 525 Fort Street, Suite 201, Victoria, British Columbia, Canada V8W 1E8
T: +1 250 298 5260 www.pwc.com/ca

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Appendices

A. Resumes

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This proposal to provide services is contingent on successful completion of PwC's client and engagement acceptance process.

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Why PwC?

Through what we've learned and the work we've already done with the Ministry of Justice, our team is inspired by the future vision and excited about the opportunities and challenges that lie ahead. We understand and truly believe in your goals to provide more transparent, timely, balanced and responsive access to justice services and improved outcomes for British Columbians. The goals of the Tribunal Transformation Initiative (TTI) are ambitious, but we can see how the implementation of the Expert System and Dispute Resolution Suite (DRS) provide real opportunities for BC to strengthen and accelerate your leadership position in the management of tribunal services. PwC would very much like to be a partner in this success.

PwC is committed to growing our Public Sector practice in BC, and we see the TTI as a very important opportunity to grow through mutual success. We have strong corporate backing for this initiative, and our team includes a highly motivated and value aligned group of partners and subcontractors that also see this as an opportunity to perform challenging and meaningful work and share in the benefits of a successful project and partnership.

Our goal is to bring a dedicated 'A-team' that you can trust for the long term to get the job done. We want to impress you with commitment, innovation and value. Your Request for Proposals (RFP) requires a very specialized range of services and industry experience backed by a quality team to provide it.

Let us show you why we are that team.

Leadership, collaboration and the right approach

We understand that the Ministry of Justice wants to work with a team that will do this work *with you, not to you*. We hope that you share our feeling that the work that our team members have accomplished with you in the past has been done as an integrated team that is committed to your success and transparent in our dealings. It's in this same spirit of partnership that we'd like to move forward to the next phase. You're a critical part of the solution. We'll transfer experience and solution knowledge to your team while integrating and responding to the experience and domain knowledge of the Dispute Resolution Office (DRO), the Civil Resolution Tribunal (CRT), the Residential Tenancy Branch (RTB) and Tribunal Sector. By working together as true partners you'll get the best value from our time, mitigate risks, make good decisions, solve problems and achieve high levels of performance.

Our technical approach is based on our Transform methodology. Transform is a globally relevant end-to-end framework that helps deliver all parts of a change initiative from strategy and assessment through to implementation and operation. Transform helps us to see the bigger picture and has proven itself as an effective model on a wide variety of transformational projects. Although we use the tools and rigour of the Transform framework to guide our engagements, we understand and respect the unique requirements of each client and project. We've tailored our methodology to meet your specific needs.

Diligent project management is also an important part of the way we do business, and it extends far beyond the rigour with which we manage scope, schedule and budget. In complex, transformational projects, project management should be a collaborative effort focused on overcoming challenges and achieving outcomes, not just status reporting to defend work. You've experienced this first hand – delivering the first phase of work was not without its challenges. However, when issues came up we responded immediately, we were open and transparent and we worked collaboratively with your team to reach a resolution by going the extra mile. We invested in previous phases in order to meet our commitments, and hope that you can take comfort in the fact that this is representative of how we do business. If we're chosen as your partner going forward, you know you can count on us to continue this spirit of collaboration and investment.

The right team for the right results

We know that one of the reasons you selected PwC for the previous phase of work was our ability to quickly pull together the right team. For this opportunity, we've worked hard to build an 'A-team' who bring the right skills, are dedicated to this project, and provides a foundation of resources who will be in BC for the long term as we continue to build and strengthen our Salesforce.com capabilities to better serve our clients here.

We're confident that you'll achieve greater TTI success, meet deadlines and maintain integrity through PwC's position as a Salesforce.com Global Strategic Alliance partner and our experience developing and implementing over one hundred major Salesforce.com projects over the past five years (and beyond, through the much higher levels of individual resource Salesforce.com experience).

The approach you've requested requires a balance of local Salesforce.com capability and global expertise, and a team that will work as a collaborative extension of the Ministry and the TTI. To fulfill this important request, we'll bring the best of our global Salesforce.com practice to supplement and support ^N_S who provide strong local Salesforce.com development capabilities and resourcing depth. We understand the challenges to any organization in landing and maintaining a non-local team. We've worked hard to balance our global expertise and local capacity through our partnership with ^N_S. We're confident that through our combined team, you'll get the best of both worlds: the top Salesforce.com experts in North America, and the right local expertise who know you, who know the BC government, and who are invested in the community in which we all live and work.

By choosing PwC, you'll benefit from qualifications that extend far beyond the force of our technical capabilities. Our strength also lies in the knowledge and continuity of key team members who oversaw and were deeply involved in previous phases of work. This includes Owen Taylor (Engagement Partner), Gert du Preez (Engagement Manager)

^N_S. The benefit of these experienced resources is obvious. We can help you reduce the cost of implementation by minimizing ramp up, applying lessons learned from previous work, and make sure that our goals and understanding are aligned with yours on day one.

A serious (Sales) force in BC

This is an important, long term, marquee initiative for PwC and we understand the importance of a local, committed partner. PwC is already a serious force in BC, with more than 900 staff across the province. Over the last few years we've worked hard to build a strong Public Sector practice, and this continues to be a strategic priority for our firm. This is much to the credit of people like Owen Taylor, your Engagement Partner, who have spent their careers working for and with public sector organizations in BC. This commitment means you'll benefit from top resources and dedicated leadership oversight to drive quality outcomes for this initiative. We're proud of our work with the BC Government, and will continue to draw on our extensive knowledge and experience to help design and implement a solution that meets the specific needs of you and your stakeholders.

We're really excited about being back in Victoria and about this opportunity. We moved into our new office in the historic Temple Building on Fort Street this past spring. It's a great move for us for many reasons. It means we're able to support the communities we live and work in. It means we're able to better serve our clients by being at their doorstep. And it means new and exciting work for our partners and staff. Our Victoria office represents a significant investment by our firm and a commitment to actively grow our business in BC.

Our commitment is even greater when you consider our Salesforce partner, ^N_S, and his team are very serious about growing their Salesforce.com business in the BC market, and see this initiative as a very strategic and important growth opportunity. You'll see many benefits from two organizations who are so highly motivated to see this initiative succeed.

Ensuring the broader goals

First and foremost, this assignment is about executing on developing and implementing a large, complex technology solution which has the potential of transforming tribunals across British Columbia and further demonstrating BC's status as a leader in Justice reform. Your objectives are clear from the scope outlined in the RFP and from conversations we've had with your team. But we are well aware that this project is more than technology. Innovative software solutions are only one component of the broader business and sector transformation. In order to consider the broader transformation we rely on our Transform framework for perspective and would be guided by your core goals right from the start to align our efforts to your outcomes, and that you see faster and better results.

Providing value for money

We understand that you want high quality service and a high level of confidence in your professional services provider and team. We also understand that you must balance confidence in the team with a requirement to demonstrate value for money. In order to balance a high quality approach with a mandate of value for money and sustainability, we've carefully considered each of our team member selections. We're bringing resources with deep technical and subject matter expertise from our global Salesforce.com practice, but have weighed these decisions heavily against the benefits of local partners with important experience and proven delivery skills. We hope you agree that we've struck the right balance and we'd welcome the opportunity to adjust the balance with the benefit of your input.

This team is deeply committed to and excited by the TTI's vision and objectives. A significant portion of our team already lives and works right here in BC – which means you can count on us being here from project start to finish and have confidence in the long term value we are offering

Where necessary, our named team can also be supplemented by the significant capabilities of PwC's large global Salesforce.com practice. This project has the attention of the highest levels of our Salesforce.com practice as well as our Canadian consulting leadership group and we're fully committed to supporting our team whenever a need is identified.

A true passion to see the TTI succeed

We're extremely motivated to be selected as the partner to support your transformation initiative, and we're prepared to invest in the success of this initiative. Why? Because we believe in the truly transformational nature of the TTI. We'd be proud to be your partner, to work collaboratively with you on a transformational project with this much potential for success.

This isn't just another project for PwC and the team we have assembled – we all view this as very strategically important to the PwC practice in Victoria, our Canadian Public Sector practice and the global potential that an initiative with this vision has not only for BC, but also Canada and the world.

Our team is passionate about this project. The business growth opportunities and ability to realize meaningful change are rare and exciting. We hope that this passion and excitement are evident in our approach and through the dedicated and skilled team that we've put forward in this response.

6 Requirements and proponent response

Proponent information

Proponent's legal name:	PricewaterhouseCoopers LLP
Doing business as name:	PwC
Mailing address:	525 Fort Street, Suite 201 Victoria, British Columbia, Canada V8W 1E8
Name of the Proponent's contact for the proposal:	Owen Taylor Managing Partner, Victoria
Contacts email and telephone number:	+1 250 298 5270 owen.taylor@ca.pwc.com

Our subcontractors

Our proposed subcontractors include:

Proposed subcontractor	Services being proposed to provide
s.22	s.21 is a BC based provider of cloud based CRM services. For this initiative, s.21 will provide a variety of high quality, local Salesforce.com consultants to complement the skills and capabilities of PwC. By balancing PwC global expertise with s.21 cost effective local delivery skills, the Ministry has access to both world class skills and great value.
s.22	s.21 is a BC based provider of high quality and cost effective solution design services. PwC is drawing on s.21 for their significant experience working with the BC Public Sector and proven approach to solution design.
s.22	s.21 is a Canadian strategic partner for PwC, providing a single point of contact and contract management services for engaging a vast network of independent contractors in a variety of capabilities. s.21 provides cost-effective access to this network of skills. For this engagement, s.21 is providing contracting services for two key independent contractors
	Should additional service requirements arise in the future, PwC has access to extensive network of skills for a variety of complementary skills. PwC and s.21 have worked together on a variety of transformational, cloud-based solution initiatives. While we have decided not to name specific s.21 resources for this specific initiative, we have an agreement with s.21 that should future requirements be a fit to the resources that they have available then this would be another capability that we can bring to the Ministry.

Managing our subcontractor resources

We often use a blended team of PwC employees and subcontracted resources to staff our engagements. This approach provides us with access to local subject matter expertise, specialized skills and experience to best meet the specific needs of our clients and their projects.

By balancing the PwC roles with those of our subcontractors, we can provide the best value and highest quality outcomes for our clients. We have a track record for successfully delivering on our commitments when we work with subcontractors. We invest significant time and effort to maintain a network of "closely held", "PwC friendly" subcontractors. They know how to work with us, and we know how to work with them. They know our methods, tools and processes and our robust on-boarding process helps minimize the time it takes to integrate our teams. Of course this means more in-depth expertise, less ramp up time and competitive rates for you.

We didn't assemble our team as a matter of convenience. Many of our team members have worked together before, have worked with the Ministry of Justice and/or bring critical skills that will help us to achieve your objectives. Furthermore, the team we've assembled understands the approach that the Ministry of Justice is looking for – a team that operates as an integrated extension of your team to deliver high quality outcomes, on time and on budget.

For each and every role on this initiative, we've weighed and debated the pros and cons of bringing in global experts versus the benefits of having capable, local, committed resources who live and work right here. We know that these initiatives require highly skilled resources who have "been there and done that" before. We believe we have struck the right balance and our global experts will support all of the local team members, thereby bringing the Ministry an ideal balance of expertise, value, local knowledge and access. If we need to adjust the mix to better meet your needs, we'd be more than happy to have the opportunity to work with you to do that.

We've spent months carefully building our team with your objectives in mind. Our team worked closely together on our proposal, and developed all elements of our approach. We operate as a single team, and we intend to operate as an integrated part of your team to deliver on the project commitments. As the prime contractor, PwC is accountable for the commitments we've made (including those that our subcontractors will deliver). Our relationship with our subcontractors will be transparent. We're confident that you'll see our team as one team. In the unlikely event you're unsatisfied with the performance of any of our team members (PwC or subcontractor) we'll work with you to resolve the problem so you're satisfied.

6.1 Professional services

6.1.1 Approach

Building transformational systems is challenging. Without a strong directional understanding, clear objectives and effective leadership, individual components don't come together into a cohesive system and transformation opportunities are lost. Without a focus on regular releases of developed software and agility in development, large projects are difficult to manage, issues are often caught too late in the process, and the necessary flexibility to make rapid changes is lost.

For transformational projects, success requires an approach that blends a clearly defined initial direction with the ability to be agile in development.

In addition to systems complexity, for a project like the Tribunal Transformation Initiative (TTI), the innovative technology systems are only one component of a broader transformation. Directly associated to the success of the TTI systems are: the information it will deliver; the processes and rules it will guide and support; and defined roles and responsibilities of internal and public users. Whether taking a business or technology view, successful transformation requires deliberate action. It can only be achieved through real commitment to core goals and objectives, intelligent initial and ongoing design decisions and ongoing effective and coordinated execution.

We're confident that the right approach for large complex software systems like the Dispute Resolution Suite (DRS) begins with a leadership team that has a strong commitment to common solution goals and provides expert representation and leadership across all critical areas of development and/or dependency. It places the appropriate amount of attention on creating project clarity and predictability while maximizing innovation by allowing room for contributions and directional changes. And last and potentially most important, the right approach is based on showing regular progress towards the release of an elegant solution to generate widespread buy-in, momentum and commitment to the project and ultimately, the transformation.

6.1.1.1 Consulting services

Our consulting services team includes key resources that are highly familiar with Tribunal Transformation and the Tribunal Sector, and that have authored many of the predecessor deliverables for the scope of work requested in your RFP. They've established a positive working history within the Ministry of Justice, the Dispute Resolution Office (DRO) and many of the Tribunals including the Civil Resolution Tribunal (CRT) and Residential Tenancy Branch (RTB), and have a demonstrated ability to provide valuable insights and quality deliverables. These key resources will be available on day one and throughout the projects to provide directional leadership, business and transformation context and quality control across the consulting services and deliverables.

Our resources include expert facilitators that bring a depth of experience in collaborative facilitation, business architecture, transformation, process design, solution design, budgeting, cost and benefit modeling and other areas directly relevant to the requested scope of work and organizational transformation. Our facilitation approach will promote stakeholder engagement by preparing agendas and materials well in advance, supporting a collaborative and open environment, and rigorously documenting and rapidly sharing results. We use many proven techniques and tools to actively engage clients and facilitate effective discussions. Our general facilitation approach includes the following principles:

- Select the right approach
- Assemble the right people
- Create an open and collaborative environment
- Engage participants in meaningful activities
- Document and share the results

These principles are further described in our facilitation approach section.

We're effective at engaging clients in multiple settings including face-to-face, virtual conferencing, surveys, large groups, small groups and one-on-one. We'll select the right setting based on availability, convenience, client needs and intended outcomes. Our flexible engagement style provides a wide range of options and maximizes the value of invested effort by everyone involved.

The RFP specifically requests support facilitating in four specific areas. Our consultants are fully capable of facilitating discussions in each area including:

- a) Transformation potential
- b) Cost profiles
- c) Process efficiencies
- d) Service, user-experience, process and solution design

Our consultants have already facilitated many discussions on these topics over the last 18 months with the Ministry of Justice and associated Tribunals and have documented these discussions in line with the prescribed business architecture and their associated deliverables.

In addition, the RFP has requested consultants that are capable of:

- e) Using Business architecture and other approaches
- f) Engaging resources across the province

Finally, the description of consulting services requested stakeholders capable of:

- g) Facilitation

In the next seven sections we address each of these items a-g. In each section a-d we've provided a short summary of some considerations for ensuring future work leverages the existing business architecture: the dispute resolution reference architecture.

a) Transformation potential

Transformation potential is a useful concept to help prioritize transformative effort and inform cost benefit decisions. There are many methods to assess transformation potential. We select the appropriate method based on the specific needs of the problem at hand.

- We'll likely use transformation potential in the next stage to: Quantify Tribunal's initial estimates of potential benefits from transformation
- Constructively engage Tribunals in reconsideration of transformation options – i.e. reconsidering dispute resolution capabilities and their value for the tribunal
- Inform technology investment decisions in the design stage

We can assess transformation potential from a number of perspectives. One potential perspective is an extension of the business architecture that characterizes all core tribunal activities as belonging to one of six process areas. An illustration of the next level of assessment using this lens is provided below:

Process Model		Transformation Potential			
Process Area	Sub Process	None	Low	Moderate	High
Aware	Aware Process 1	✓			
	Aware Process 2		✓		
Inform	Inform Process 1				✓
	Inform Process 1				✓
	Inform Process 3		✓		
Negotiate	Negotiation Process 1	✓			
	Negotiation Process 2	✓			
	Negotiation Process 3	✓			
Facilitate	Facilitate Process 1			✓	
	Facilitate Process 2			✓	
	Facilitate Process 3		✓		
Adjudicate	Adjudicate Process 1				✓
	Adjudicate Process 2				✓
	Adjudicate Process 3			✓	
Post Dispute Support	Post Dispute Process 1			✓	
	Post Dispute Process 2		✓		

To prepare this type of assessment we'll need to work with Tribunals, extend the definition of the process model, and then re-assess the aspects of Tribunal Transformation that will be of value for each process.

We can make this type of analysis even more powerful by combining it with efforts in our cost modeling and process efficiency work areas where we'll seek to understand the relative magnitude of each process area in terms of costs and FTEs.

PwC's Transform methodology provides a rigorous and comprehensive tool for planning, designing, executing and operating programs of transformative change. This methodology helps promote transformation planning and the assessment of transformation potential, consider multiple related and integrated aspects of transformation including customer offering, process, technology, information, organization, people capabilities and structure. Although we plan to use only targeted components of Transform, the entire framework is available as guidance to help us make sure we're asking and answering the right questions at each stage and addressing priority work.

Future phases of TTI work will involve considerable investment of time and effort building the Expert System and the DRS. Efforts and decisions will need to consider the value and benefits, specifically to first mover Tribunals: The CRT, and the RTB (and additional first movers if identified), and be weighted by associated factors like costs, volumes, and estimated productivity improvement.

It's expected that we'll need to prepare detailed ongoing assessments of transformation potential. To do this, we'll first seek to understand the key decision points and select an appropriate grouping of Tribunals and an appropriate axis of description like a dispute resolution process, Tribunal technology architecture, or information requirement. We'll then prepare a model that describes how to assess transformation potential. Next we'll assemble a team of required client resources and appropriate engagement tools (e.g. surveys, interviews, workshops) to gather the information required, validate the model and share and incorporate the results into decisions and future work.

Using Business Architecture and other approaches to describe transformation potential

When completing transformation potential and related work, we'll seek to leverage the existing business architecture deliverables, and introducing additional related deliverables where appropriate.

For example, a key component of the business architecture is the identification of strategic outcomes. These strategic outcomes have been defined for Tribunal Transformation, and at the process level in the Dispute Resolution Reference Architecture.

Further work on transformation potential, an example of which might be expected future state productivity and service level targets and comparing that to a baseline, should be provided as an extension of existing artifacts and in a format that enables re-use for other tribunals.

Illustrative Example of Direct Process Outcomes that extend existing measurement business architecture artefacts

Strategic Outcome	Tribunal Direct Process Outcomes
Outcome 1: Increase the prevention & early, speedy resolution of Disputes	Measure 1: Decrease the number of disputes commenced.
	Measure: The number of disputes commenced is measured by counting the number of applications that have been submitted requesting tribunal dispute resolution services.
	Target: The future target for number of disputes initiated per year for the tribunal is 20,000 or fewer.
	Baseline: The pre-transformation performance baseline is 25,000 disputes commenced per year. The baseline is based on the average of the three years preceding implementation, 2012, 2013, and 2014.
Outcome 2...	Measure 2: Decrease elapsed time to resolve disputes.
	Description of measure, target, baseline...
	...
	Process outcomes for strategic outcome 2...

b) Cost profiles

Cost profiles are a core requirement of Tribunal Transformation due to the TTI's objective of being self-funding. The costs to realize Tribunal Transformation should be paid for through the savings realized by the Tribunals and benefits that the TTI enables. This shift relies on improved processes and technologies that are specifically designed to achieve the operational efficiencies.

One of the recommendations from the Transform approach is to create a case for change in the initial stages of the project. For Tribunal Transformation this will include the ongoing assessment of benefits and costs as details of approach and directional decisions are made. Regular updates to the case for change will allow stakeholders and project teams to make informed design, development and implementation decisions.

We understand that you intend to work with the Professional Services provider to facilitate the development of cost profiles. We expect this work to include future Tribunal budgets, or future Tribunal technology cost/prices, and specific Tribunal budgets like 'per case' dispute resolution costs. These cost profiles are driven by several interrelated variables that, at this point, are uncertain. Despite this uncertainty, Tribunals and the larger Tribunal Sector will need to create as much clarity as possible to make sure that processes and technologies include cost savings to fund the transformation.

Our team includes consultants that have been engaged in creating and refining cost profiles for the DRO, the CRT and the RTB. Each cost profile was designed to meet specific needs. For example, forecast budgets were designed to take inputs from multiple sources including future case flows, future productivities, future travel requirements and future technology service prices and then summarize a forecasted budget using STOBs. This analysis also included a sensitivity analysis to identify areas and variables that had a lower degree of certainty, and have the potential to materially change the cost profile.

In the next stages of work, we expect that a number of important cost profiles will need to be prepared. These could include:

- Updated CRT budget
- Updated RTB budget
- Budgets for additional first mover tribunals
- Updated transformed access office budget
- Cost profiles as needed to inform design and development activities
- Tribunal Transformation costs, benefits and funding requirements
- Technology service pricing

Our approach will be to create living cost profiles for all areas of identified cost, and to update these profiles on a regular basis using the best available information at targeted points in design and development with the goal of improved clarity as the technology solution and future state operating models are defined.

Using Business Architecture and other approaches to describe cost profiles

When completing cost profile and related work, we'll leverage the existing business architecture deliverables, and introduce additional related deliverables or a next level of detail where appropriate.

An example of a key component of the Tribunal Transformation is the ability to fund the transformation using cost savings realized from each participating Tribunal. This analysis to understand costs and benefits could be organized and aligned to process phases of the dispute to bring clear cost/benefit and value considerations to key design and decision points. This detailed cost analysis would also be aligned to the processes, the activities, the organization, and the performance management model.

Illustrative Example of Cost Savings Profile Artifact extending and referencing the existing business architecture

Phase of Process	Transformation Cost Estimate	Tribunal Financial Benefits Estimate
Aware	s 21	s 21
Inform		
Negotiate		
Facilitate	N / A - not permitted by legislation	N / A
Adjudicate	s 21	
Post Dispute Support		

c) Process efficiencies

Tribunal and sector process efficiencies represent a fundamental area of benefit to the TTI as they reflect simplification and time savings to clients and productivity improvement to Tribunals.

The Transform methodology recommends the creation of a guiding set of strategic outcomes and associated Key Performance Indicators (KPIs). The KPIs will be described in increasing detail as the project progresses and are based on focus areas of transformation including service level targets, cost targets, and efficiency targets. The measurement of transformation and the creation of future performance targets are essential to informed technology and organizational design and development decisions, continuous improvement and future benefits realization. Our team includes consultants that have performed work evaluating, characterizing and documenting process efficiencies with a variety of tribunals for 18 months, and are in a strong position to continue this important foundational work. We expect to continue with a variety of techniques that help characterize and quantify process impacts including:

- Use cases, personas and conceptual solution and process designs
- Business and technology surveys and facilitated working sessions
- Process descriptions using several methodologies such as IGOEs, EPCS and Swim lane diagrams that describe future state processes and architectures and illustrate future state benefits
- Channel analysis to quantify and describe the various methods of interacting with the Tribunal
- Case flow analysis to quantify process efficiencies by considering processing changes to various case types, or cohorts of cases
- Future state productivity estimates included in cost profiles for first mover Tribunals
- Business case summaries of transformative impact of dispute resolution activities on cases in each stage of the dispute

The tools described above have already been used to provide insight on specific decisions required to advance Tribunal Transformation and create clarity in decisions and prioritization of work, and have been refined through surveys, interviews, working sessions and document reviews.

In future phase of work and onboarding, process efficiencies will continue to be of foundational benefit. Failure to achieve process efficiencies or failure to reduce workload and associated costs would mean the transformation is not self-funding, or that changes to processes and tools have an impact on the ability of Tribunals to serve their disputants effectively. It's important that everything is done to deliver the necessary efficiencies. In future phases, we expect to perform additional work to mitigate these risks including:

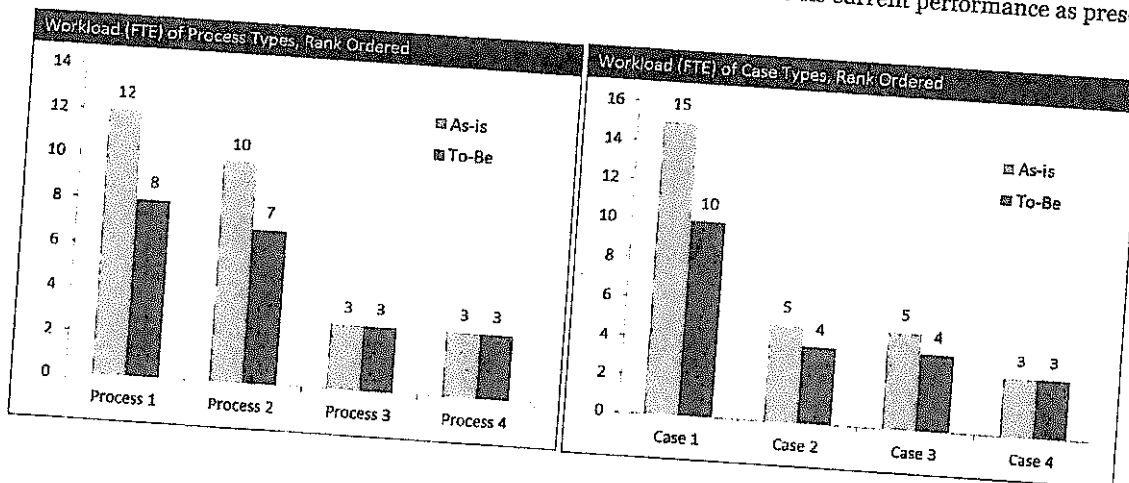
- Detailed future state process design and productivity analysis
- Detailed case flow analysis to enable comprehensive assessment of efficiencies for an entire Tribunal
- Pilot or trial activities with tribunals on key future state processes enabled by technology to prove out future state efficiency gains

Using Business Architecture and other approaches to describe process efficiencies

There are many types of artifacts that can be used to describe processes, workloads, current state productivities and future state productivities. Our process efficiency analysis will use the established processing convention in the dispute resolution reference architecture. Our process efficiency analysis will leverage and extend the existing IGOEs and EPCs where appropriate.

With the increased understanding and specific implementation requirements expected in future phases, we'll introduce new artifacts as needed to analyze, articulate and represent the desired process efficiencies. We anticipate that we'll examine the full scope of processes, the full scope of cases, and the workload /costs associated with both the process views and the case type views. These analyses would be provided in cascading levels of detail down to the activity and channel level.

The results of all analysis will be summarized into succinct decision making information. An example is an understanding of a Tribunal's efficiency improvements in comparison to its current performance as presented in the example graphs below.



d) Service, user-experience, process and solution design

Concise, communicable, rapid and iterative design activities are essential to the success of transformation initiatives. Clarity of intention enables clients, stakeholders and the project team to establish a shared vision, contribute and be engaged in defining a transformative future. Agile iterative design allows a project to focus on areas of clarity and priority and to engagement of clients, stakeholders and the project team in elaboration activities.

Our approach to service, user-experience, process and solution designs will follow an agile 'lead-by-design' approach. This approach is based on a highly effective 'show don't tell' approach that enables real and meaningful discussions around proposed changes to services, processes and technology systems.

Using this approach over the last 18 months, key consultants on our team have provided numerous design services for the TTI. Examples include:

- Expert System conceptual system designs and prototypes
- DRS conceptual system designs
- CRT process architecture (using generic and specified methodologies)
- Dispute resolution reference process architecture (using generic and specified methodologies)
- Dispute resolution process models

We've engaged key stakeholders to create, validate and refine these design deliverables through interviews, working sessions, facilitated workshops, document reviews and others.

Design will continue to be a major focus for the next stage. As the design process elaborates to higher levels of clarity, we'll deploy additional user experience leading practices as required by the project and where accepted by the Ministry.

An example of a user experience leading practice is customer segmentation. This is a valuable analytical tool that can enable definition of differentiated service requirements, service experience requirements, process models and technology requirements. Customer segmentation is the structured decomposition of an organization's customers into identifiable groups defined by a common customer need. Typically, the needs of each group are so different that the organization should consider designing future operating models and technical capabilities that directly meet the needs of each group. For these reasons, we see customer segmentation as an important concept and tool that should be used in service design, user-experience design, process -design and solution design

Over the last two years, our consultants have provided design services for the TTI. Example efforts include:

- Expert System mock ups
- DRS mock ups
- CRT process architecture using specified methodologies
- Dispute resolution reference process architecture using requested methodologies
- Dispute resolution process model using Swim lanes

We've engaged clients to create each of these design deliverables. The type of client engagement has been selected appropriate to the task at hand, and included: interviews, working sessions, facilitated workshops, document reviews and others.

We anticipate the need for clear, iterative design in several areas including:

- DRS - General functionality
- CRT - Expert System configuration
- CRT -- DRS configuration
- CRT - Detailed process design

We've identified many design deliverables in our overall approach. We intend to produce each design deliverable with a high level of client engagement, and with an exacting standard of clarity and accuracy. We expect that many of our designs should be of high enough accuracy and completeness that they could also be used as training aids.

We envision the continuation of our design activities as a core and highly effective process for ensuring client engagement and creating transformative solutions that provide better services, greatly improved user experiences, more efficient processes and elegant technology solutions.

Using Business Architecture and other approaches to describe design

Our design artifacts will consistently use the existing business artifacts. They should reference a consistent set of processes, organization roles, process scope, and desired outcomes as defined by the Tribunal dispute resolution architecture.

The design work itself will consist of creating process models, activity and event models, design mock ups and other deliverables useful in helping the business confirm the intended future state both a business and systems perspective. For more information on design, please see our development section.

e) Using Business architecture and approaches

We're capable practitioners comfortable using a variety of approaches to document discussions with clients.

We understand the historical government investment in a business architecture methodology that emphasizes the use of IGOEs and EPCs. Our practitioners are comfortable with these approaches, and have authored or modified many of the existing business architecture artifacts in use for the TTI. In the next phase of project, we expect our focus for business architecture to be the description of future state processes, organizational design and Tribunal and sector-wide performance in increasing detail to support the design, development and implementation of the core identified technology platforms.

We're familiar with and able to continue working with the existing business architecture artifacts, and will provide additional deliverables to assist in the definition of the future state as needed. We're also in a strong position to help with anticipated work like the definition of the Tribunal budgets, cost models, staffing levels, job roles, KPIs, operational performance measures and performance targets. These artifacts would likely be created by the business area that will use them in the future, for example the CRT and the RTB.

We're flexible based on the needs of the client in the format of documentation, and can help Tribunals to create documents and deliverables where they're unfamiliar with specific formats, tools or documentation processes. We expect to continue working on the business architecture and model documentation, providing additional detail where appropriate, and creating higher level artifacts where needed.

f) Engaging resources across the province

Like many of the Tribunals, our project team will be located in Victoria and Vancouver. We also realize that there are stakeholders in many locations around the Province. For meetings outside of our home locations, we'll leverage virtual tools as much as possible to engage participants in a way that's both time and cost effective for everyone. These tools include: teleconferencing, video conferencing, document exchange and face-to-face meetings where we can.

This engagement approach for resources across the province should consider the need to develop existing relationships with stakeholders and the desired outputs of an engagement. For example, consider an exercise where we intend to facilitate a new process model for a Tribunal that takes into account the dispute resolution reference architecture, and the new capabilities in the DRS and Expert System. In this example, we'll need to have an ongoing set of interactions with the client. Our engagement approach would likely start with face-to-face meetings at the executive level, followed by further face-to-face meetings at the team level. Once we've established a working relationship and a clear understanding of the purpose of our work, we can consider using teleconferencing and video conferencing.

We anticipate client engagement to be critical to the success of this initiative. We've chosen consultants for our proposed team that have a demonstrated a capability to effectively facilitate sessions and discussions in both remote and in-person settings.

g) Facilitation

Our facilitation approach includes a number activities and planning techniques to make sessions effective and achieve the desired results. Our approach includes:

Pre-planning

Pre-planning activities are designed to help make sure that the session objectives are clear, the right group of attendees has been selected, the right approach has been devised for the session, the proposed agenda is clear, and that relevant background research has been completed. To set session objectives we'll work with the workshop sponsor to confirm strategic objectives before other planning takes place.

We'll select the right mix of participants based on domain knowledge, skills and experiences. We'll prepare and share background information with participants before the session. We'll set the agenda with the project sponsor well in advance of the session. Key session structure decisions include determining the level of individual vs. group activities, selecting the number of sessions needed, choosing facilitation activities (brainstorming, sharing experiences, case studies and breakout groups).

Attendee communications

Attendees need to be well informed before, during and after regarding the session purpose, format, key activities, participation, preparation, expected outcomes and next steps. We'll set up a formal communications plan that may use tools like email and pre-session meetings to prepare the participants. We'll share session information and materials with participants in advance.

Staffing considerations

There are two primary dimensions to staffing considerations: those pertaining to invitees and those pertaining to the facilitation team. For the invitees we consider things like: having the right mix of knowledge and experience; not leaving any important stakeholders out; location and travel considerations; participant bias, if any; and sensitivities (i.e. recent layoffs, previous attempts to solve the problem or experience with other consultants). For the facilitation team, we make sure to have the right number of team members to be able to effectively run the session. We also make sure that they're familiar with the client organization.

Post-session results

Post session needs for each engagement vary significantly; however, we've found that there are usually at least 4 basic areas of focus: report on proceedings; findings report; recommended next steps; and stakeholder closure. It's important that stakeholders are aware of the outcomes and the intended actions or next steps. Closing the loop with participants is a great way to help promote a continuously positive experience. Also, in some cases issues raised in the session are deferred for further analysis. In these cases, it's important to complete the subsequent analysis and then resolve the issue with the participant that raised it.

6.1.1.2 Development services

This section of our response outlines our targeted agile design and development approach. The sub-sections of our developer services section are, in order:

- High level development approach overview
- Detailed development approach
- Development approach deliverables
- Example development tools and systems
- Expert System and DRS development considerations
- Approach alignment with RFP expectations a) through f)

High-level approach overview

Our agile design and development approach is based on six core stages with distributed decision, feedback and approval gates to create transparency and control for the client. It's based on a common design, development, release and support model and the PwC Transform framework, and can be modified to meet specific client approval and deliverable needs or to better suit a specific system. Although our approach is primarily focused on development, it considers organizational activities and deliverables required for a successful implementation of a transformational technology and the associated transformed organization.

The following provides a high-level overview of our proposed six-stage development approach. A detailed description of this approach is provided in the next section of this document.

Process start (Provincial request)

- The client makes a request for a development including a description of the project scope
- A time and cost for creating an initial estimate is provided to the province for approval

Stage 1: Initial SOW (high level designs)

- Once approved, an initial SOW is created that outlines the solution, considerations, timeframes, resourcing and costs. The targeted level of detail at this phase is for the province to feel they have an adequate understanding of expected deliverables, timeframes and cost.
- The client approves the SOW or requests changes.

Stages 2-3: Planning, management & agile design

- With the high-level SOW created, an iterative detailed design process is initiated based on project priorities. Each iteration of agile design results in a detailed design and agile sprint plan.
- The client approves the detailed design and sprint plan for the iteration or requests changes that are implemented and then re-initiate approval.

Stage 4: Agile development

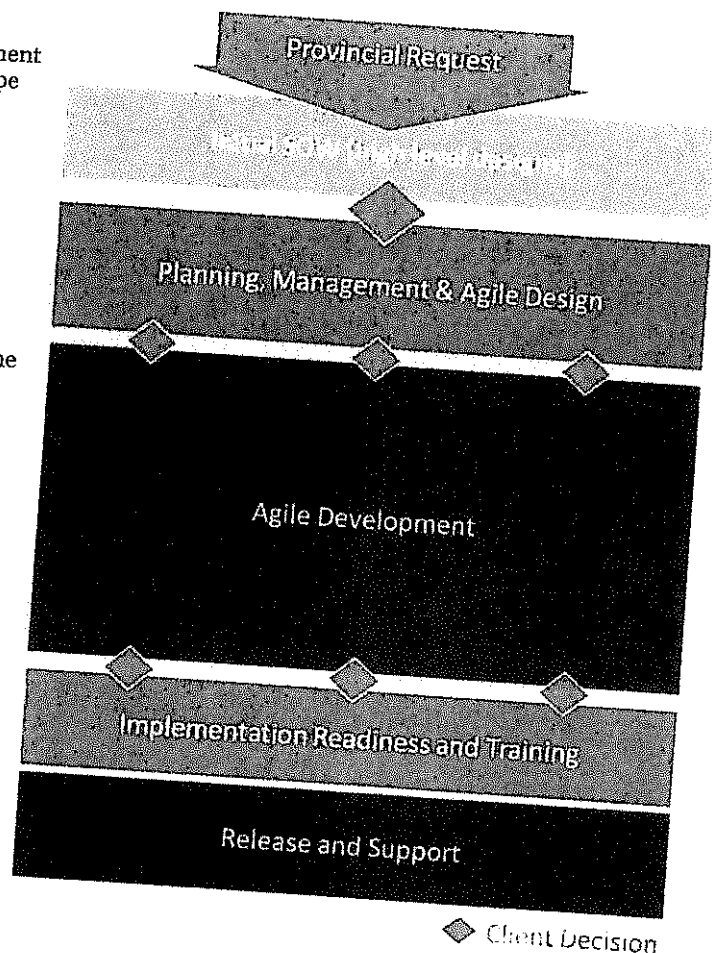
- The iteration moves into agile development where functionality is built and tested, client demos are conducted as required. Changes are made or added to the backlog and the iteration moves into User Acceptance Testing.
- The client approves the developed iteration or requests changes that are added to the backlog and incorporated into the project plan.

Stage 5: Implementation readiness and training

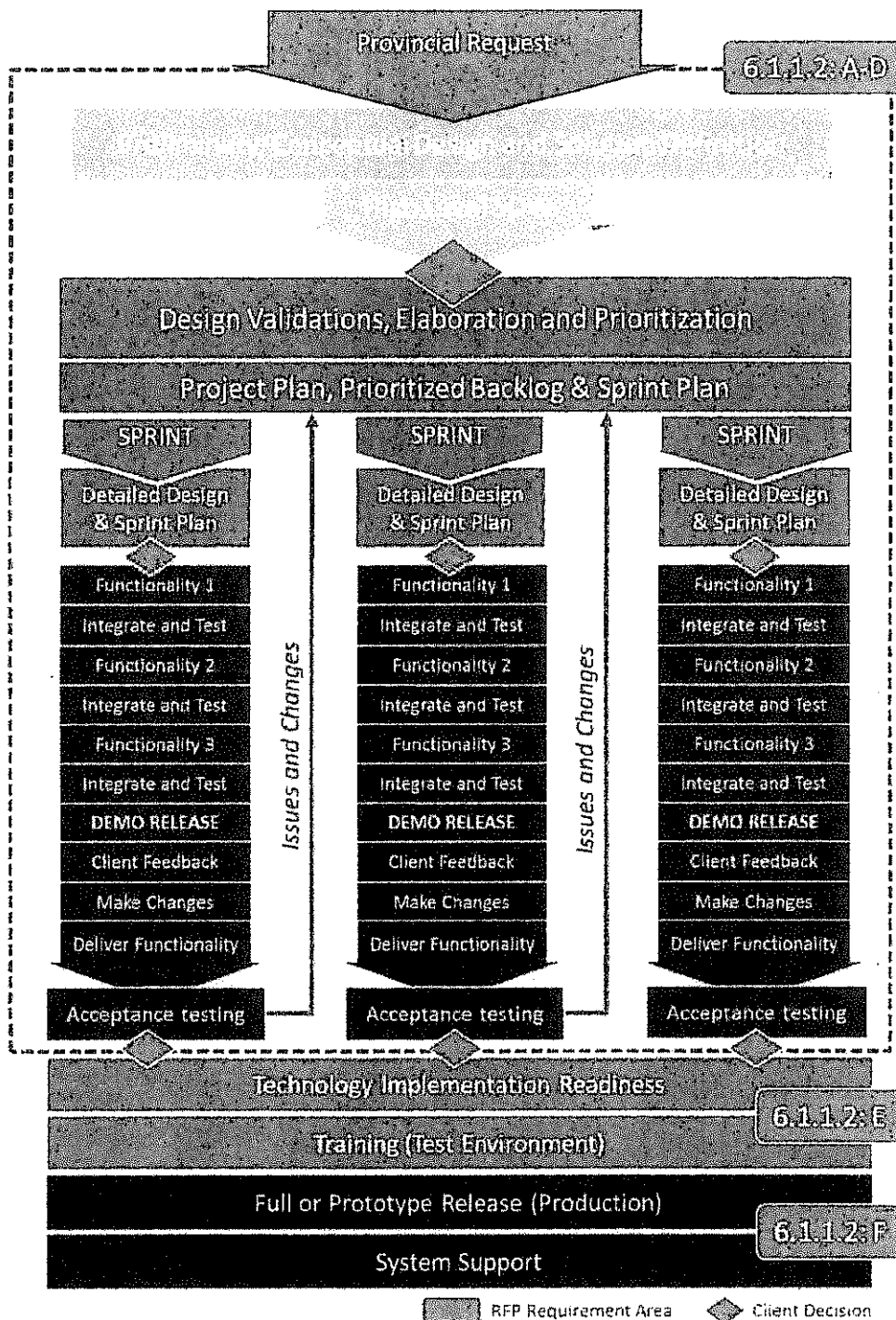
- When all iterations are developed, the project moves into implementation readiness and training stages where the solution is prepared for release and training is provided to the target user group.

Stage 6: Release and support

- The project is released, and moves into application maintenance for post release enhancements and post release support.



Detailed development approach




Each stage in our approach represents important work and activities targeted at the development and implementation of transformational systems through a fully transparent and agile process. This approach begins with the Ministry defining the project scope (in collaboration with our teams) and this initiates the first stage, the Initial SOW.

Stage 1 - Preliminary Design and Solution Decision and High-Level SOW: To provide the province with an agile software development project plan, a high-level estimation process will be pre-approved by the process and initiated. This stage is expected to be based on a high level design for the proposed system that reflects:

- The needs of the organization and users
- The associated business or system processes
- Key integration points
- Innovation and automation opportunities
- Development considerations
- Platform considerations and constraints
- Commercialization considerations
- Maintenance and support considerations
- Organizational design, change and cost considerations
- System content dependencies

To keep the costs of this stage of work as low as possible for the Ministry and to minimize delay impacts to development, it's expected that the SOW will be documented by a smaller, focused team and kept high level. The purpose of this stage will be to obtain only the amount of information required to estimate and initiate an agile project that can be elaborated. To accommodate for unknowns at this stage and avoid this stage holding up agile development, it's expected that the SOW will include contingencies in resource assignment, timeframes, costs, scope and/or quality.

 **SOW approval** – The first stage will not be considered complete until the province provides approval to initiate the agile project.

Stage 2 and 3 – Project planning, management and agile design: With the initial SOW approved, the process of validating, elaborating and prioritizing designs will be initiated. In this stage a representative design team will perform required analysis, design and validation work in order for the final solution to be understood at a level at which it can be effectively developed in iterations. Depending on the scope requested by the Ministry, this team could include:

- An experienced solution architect to provide design and solution leadership
- An experienced Salesforce.com architect to provide platform and development leadership
- An experienced integration architect to provide government systems integration direction and leadership
- An experience management consultant to provide business design and benefit realization leadership
- Tribunal working group members to provide business context, design feedback and validations
- Other team, business or provincial representatives as required

An output of the second stage of design is a living project plan, prioritized backlog and sprint plan. Prioritization will be based on a balance of solution importance, design maturity, and external dependencies (i.e. data residency being in place). The living plans and work lists will be used to manage iterations of agile design and development, and to report performance, issues and changes to the province.

To allow development to start quickly and for team velocity and efficiency to be maximized, iterations of detailed design and sprint planning will be initiated as per the plan. In each detailed design iteration enough design clarity will be achieved in order for informed client decisions and focused solution development.

Detailed design and Sprint plan approval – Each iteration of design in the second stage will not be considered complete until the Ministry provides approval to initiate the development sprint.

Stage 4 - Agile development: With iterations of designs and a sprint plan approved, the associated functionality can now be developed. Following proper agile processes, each area of functionality is created, integrated and tested before moving to the next component of functionality. With the completion of each agile sprint, a demo release will be made available for client feedback. Based on the client feedback, reasonable changes will be implemented in order for the functionality to be delivered for User Acceptance Testing (UAT). Any issues or changes identified through UAT will be considered for their impacts to the validated solution design and added to the project plan, prioritized backlog and sprint plan.

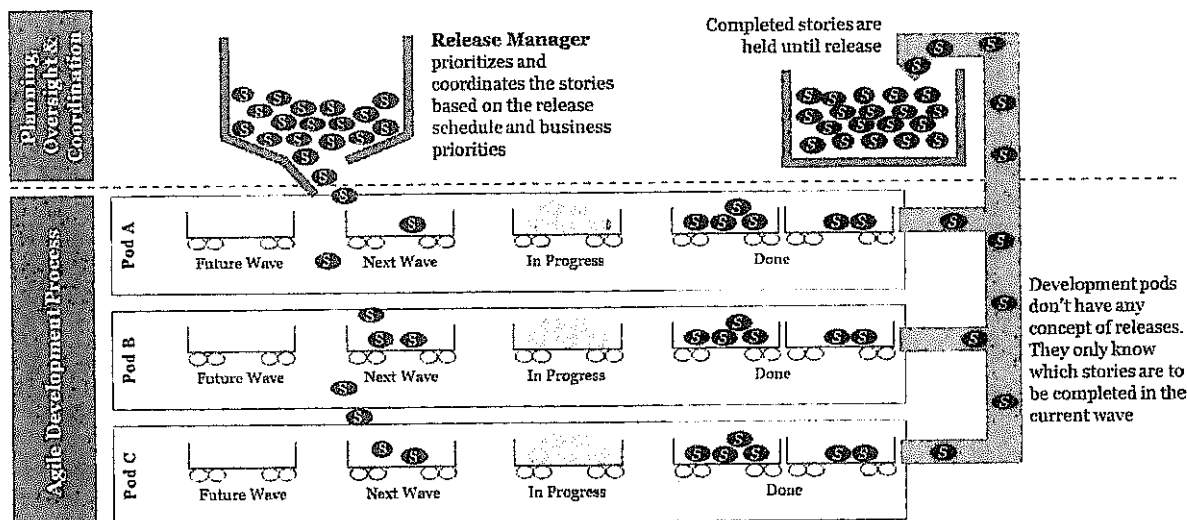
Upon completion of each agile development, detailed design documentation will be updated and incorporated into the solution design documents, and technical documentation will be incorporated into the platform and solution for technical reference.

Delivered functionality approval – Each iteration of development will not be considered complete until the Province provides approval of the delivered functionality.

Stage 5 - Implementation readiness and training: The solution will now be prepared for implementation. Work conducted in this stage is expected to include:

- Training materials and training session bookings as per the training plan
- System readiness (i.e. population of systems data, contents, user accounts)
- Design and technical documentation finalization
- System testing and release readiness activities as per the release plan

Stage 6 - Release and operational support: The solution will be released as per the release plan and organizational implementation plan. The solution will immediately be placed into release support that will include activities such as; issues, bugs and changes will be documented, performance will be monitored and managed, and a knowledge base of system support will be created. The linkage between our delivery and release processes are shown in the diagram below.

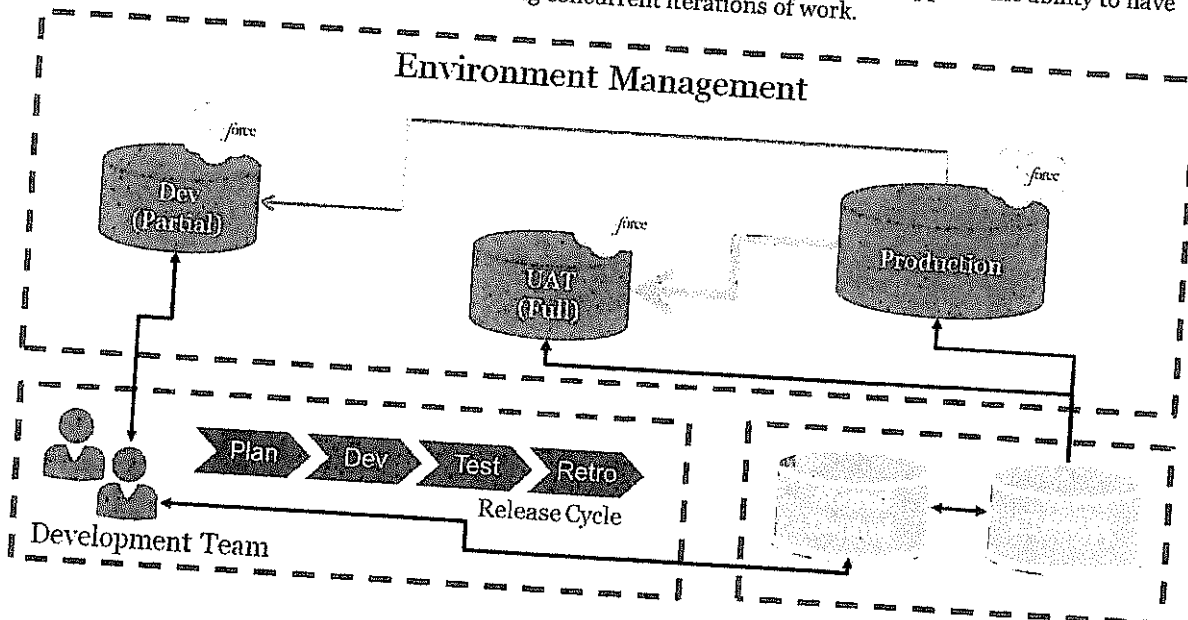


The approach recognizes that there may be multiple delivery pods working on user stories that are prioritized and coordinated by a release manager. As code relating to completed stories is completed and tested, they will be held until released according to the release schedule. The typical activities and accomplishments for this phase are:

- Migrated code and sample data into training sandbox
- Executed train-the-trainer sessions with client's training team
- Collaborated with client trainers to train entire user community
- Conducted production cutover
- Migrated final configuration and code to production environment
- Validated application configuration, code, and data migrated to production successfully
- Activated production users
- Obtained sign-off on training deliverables, live application, and integration components
- Maintained bug list and performed emergency bug fixes
- Maintained repository of application enhancement requests
- Conducted knowledge transfer sessions with client's application support team

We believe that the larger the project, the more important release management and associated governance becomes. Salesforce.com is an amazing technology that allows application enhancements to be made quickly. With large implementations, there is greater risk with making a minor change in one area of the application that may break another downstream or dependent area of the application. For this reason, our approach includes the second stage of planning, management and agile design with client approval gates to promote a strong governance model is in place to log new feature requests and properly evaluate application changes and the related dependencies and risks.

After each release, the development and test environments will be refreshed. This supports the ability to have multiple development teams or pods performing concurrent iterations of work.



Development approach deliverables

To help describe and validate our approach we've defined a number of associated or anticipated deliverables. As technology development is always dependent on associated business deliverables, a number of associated technology and business deliverables have been identified. This is not meant to be a comprehensive final list, but was included to show our clear understanding of the work and what you can expect through our approach.

The potential technology deliverables have been grouped into four streams of activity:

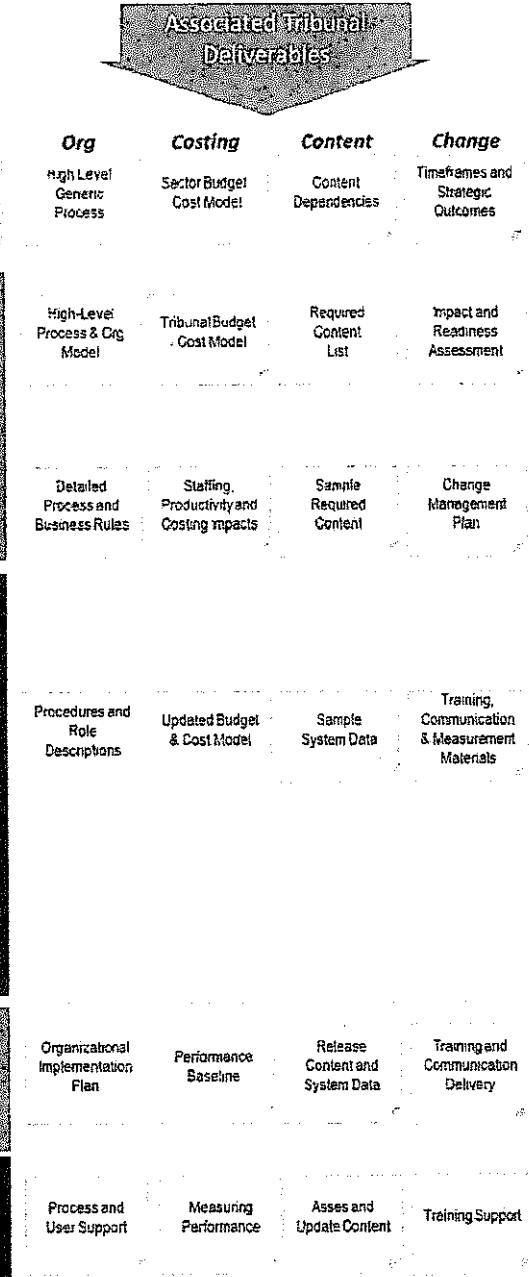
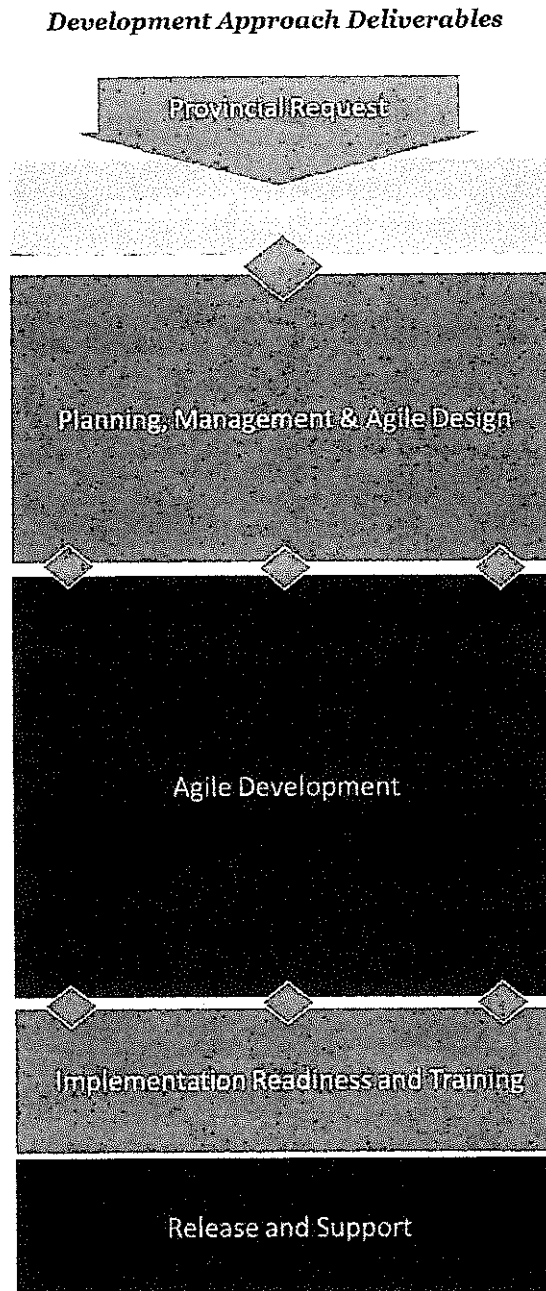
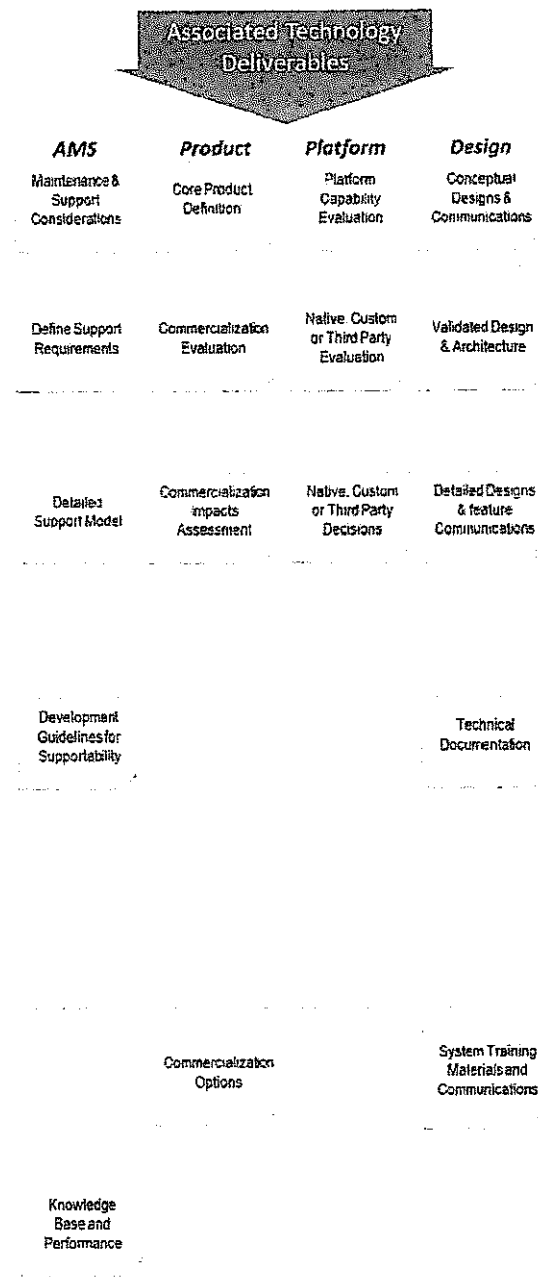
- **DESIGN:** Solution Design Deliverables
- **PLATFORM:** Sales Force Platform-Specific Deliverables
- **PRODUCT:** Shared core product and commercialization deliverables
- **AMS:** Application maintenance and ongoing support deliverables

Development approach stage	Associated technology team deliverables
1. Initial SOW (High Level Designs)	<ul style="list-style-type: none">• DESIGN – Conceptual design documents and solution communications• PLATFORM – Platform capability evaluation• PRODUCT – Core Product definitions• AMS – Maintenance and support considerations
2-3. Planning, management and agile design	<ul style="list-style-type: none">• DESIGN – Validated design and architecture and solution communications• PLATFORM – Native, custom or third party evaluation• PRODUCT – Commercialization evaluation• AMS – Defined support requirements
4. Agile development	<ul style="list-style-type: none">• DESIGN – Detailed designs and technical documentation and feature communications• PLATFORM – Native, custom or third party decisions and justifications• PRODUCT – Commercialization impacts assessments• AMS – Detailed support model, detailed guidelines for supportability
5. Implementation readiness & training	<ul style="list-style-type: none">• DESIGN – System training information and solution communications• PRODUCT – Commercialization options
6. Release and support	<ul style="list-style-type: none">• AMS – Knowledge base and performance

The associated or anticipated tribunal deliverables have also been grouped into four streams of activity.

- **ORG:** Organizational and process deliverables needed for process, role and system design, development and release
- **COSTING:** Budget and financial deliverables used to validate ongoing financial impacts
- **CONTENT:** The system content that will be required for design, development and release
- **CHANGE:** The change management and business implementation deliverables required for aligning the business implementation with the technology releases

Development approach stage	Associated business team deliverables
1. Initial SOW (High Level Designs)	<ul style="list-style-type: none"> • ORG – High level generic process • COSTING – Sector budget and cost model • CONTENT – Content dependencies (required for systems or processes) • CHANGE – Timeframes for the business implementation and strategic outcomes
2-3. Planning, Management and Agile Design	<ul style="list-style-type: none"> • ORG – High level process and org model • COSTING – Tribunal budget and cost model • CONTENT – Required content list • CHANGE – Impact and readiness assessment
4. Agile Development	<ul style="list-style-type: none"> • ORG – Detailed process and business rules, procedures and role descriptions • COSTING – Staffing productivity and costing impacts, updated budget & cost model • CONTENT – Sample required content, sample system data • CHANGE – Change management plan
5. Implementation Readiness & Training	<ul style="list-style-type: none"> • ORG – Organizational implementation plan • COSTING – Performance baseline • CONTENT – Release content and systems data • CHANGE – Training and communication delivery
6. Release and Support	<ul style="list-style-type: none"> • ORG – Process and user support • COSTING – Measuring performance • CONTENT – Assess and update content • CHANGE – Training support



Development tools and systems

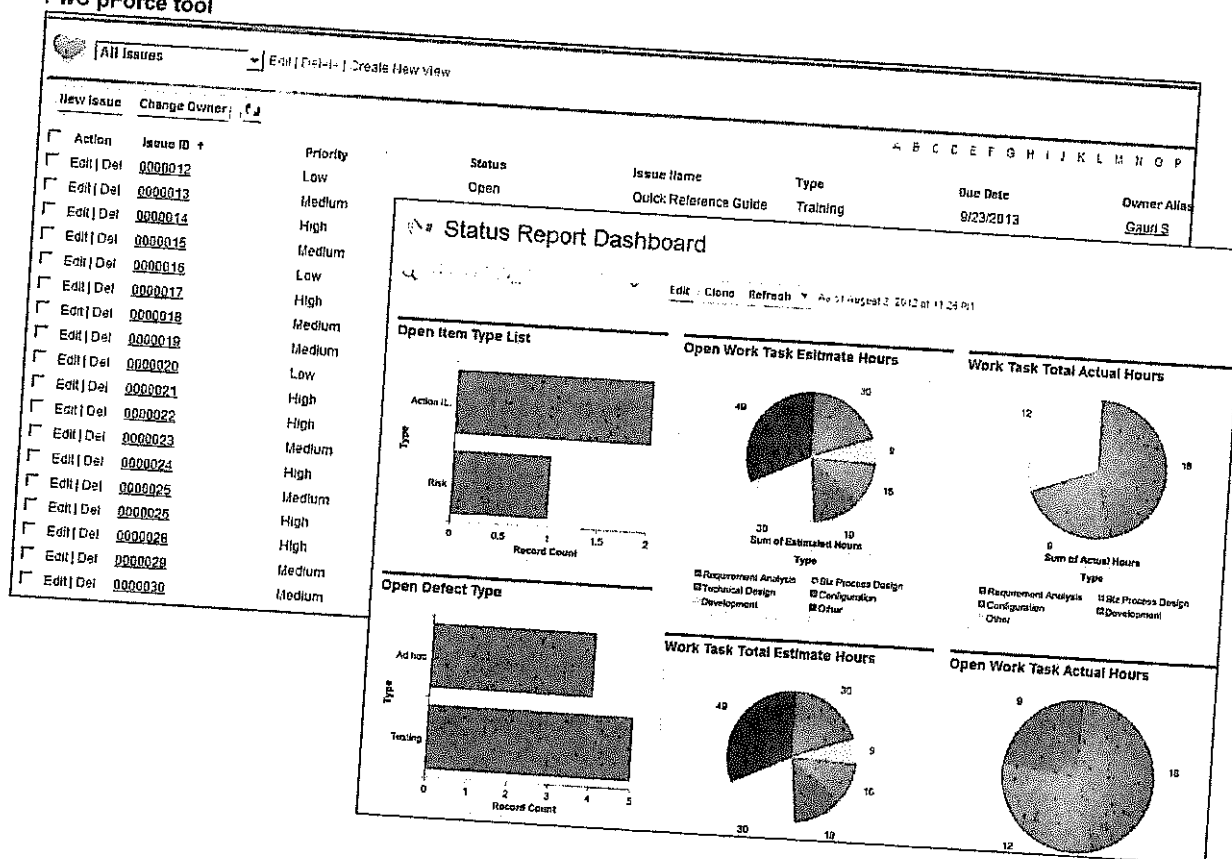
We use a range of tools to enable the development and maintenance processes, depending on client preferences and tools that may already be in use. Some examples are provided in the table below:

Category	Examples of tools used
Source control	Team Foundation Server, GIT, BitBucket
Integrated development environment	Eclipse
Requirements tracking	pForce, JIRA
Deployment	ANT, Jenkins
Code security and quality control	CheckMarx
Architecture	Visio, Mega, Troux

Although the final choice of tools will be made when the project is initiated, we have a number of industry leading tools that we've used to deliver large projects successfully. An example is our PwC ProjectForce solution (pForce) — a custom application developed on the Salesforce.com platform that we use track and manage requirements. The Salesforce.com platform includes project features like Chatter to drive a high degree of transparency and collaboration across workers, both critical to the ultimate success of the project. In addition to the collaborative benefits, pForce also provides a persistent tool for managing the Salesforce.com product backlog.

The diagrams below show examples of the dashboard and issues views from pForce, and sample project architecture and entity relationship diagrams.

PwC pForce tool



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Expert System and DRS development considerations

The Expert System and the DRS have been identified as the core systems being developed as a foundation of the TTI. Although our proposed development approach will apply to the successful delivery of both systems, there are fundamental differences that we see as very important to planning, resourcing, design, development, implementation and support. These differences include:

Area	Expert System	Dispute Resolution Suite
Design	Substantially designed and validated including clickable prototypes	Preliminary Conceptual Designs
Internal User Base	Dedicated core team of centralized staff that work with the system as required	Widespread requirement for internal staff training that are regular operational users of the system
External User Base	General unauthenticated public users	Authenticated and unauthenticated public users
Core Solution	Common shared platform used by all tribunals	Customizable and configurable core product for individual tribunal deployments
Content	Content creation toolkit established and knowledge engineering underway	No content requirements or content created
Platform dependencies	Minimal dependence on Sales Force or Third Party functionality	Highly dependent on native Sales Force or third party components
Process dependencies	System designed to be independent of business process	System designed to be highly dependent on business process
Government Integration	No requirement for government system integration	Requirement for integration with BCeID, IDIR, CA Siteminder, BC Expresspay, etc.
Security and Privacy	No information privacy/security requirements	Data residency and information security requirements
Early release opportunities	Opportunities for immediate public prototypes	Ability to prototype functionality, but core system must be in place to publicly prototype solution

The differences in these systems provide a number of development approach opportunities:

- Concurrent separate development:** With the differences in maturity, complexity and requirements of the Expert System and DRS, these projects could be run concurrently and separately, with only the alignment of the Expert System and the Intake component of the DRS as important cross-project dependencies.
- Early public Expert System release:** As a public shared platform, the focus of initial sprints of Expert System development could be a multiple path front-end that is manually populated in the database (no dynamic content builder), and released for a targeted dispute area. This restricted public release of the solution would allow the project to show progress and to gather metrics on expert system content and usage patterns to guide additional knowledge engineering.
- DRS iterative releases:** To meet tight timeframes for transformation in delivering an initial solution, reduce the scope and magnitude of release change impacts, and allow for the solution to mature as organizational processes stabilize and tribunals are on boarded, the DRS could be developed in targeted iterative releases. These releases could be focused on the initial release of shared high-value features and capabilities that could be released to CRT and then RTB, and then expanded to include the full and rich feature set.

Approach alignment with expectations a) through f) of the RFP

a) Develop agile software development project plans for each project

Our approach combines both initial and iterative software development planning to provide full transparency to the province and execution teams.

The initial software development plans will be based on two levels of clarity. In the first stage of our process we'll provide an initial SOW that outlines the solution, considerations, timeframes, resourcing and costs. The level of detail at this stage will be adequate for the province to evaluate, request changes and provide an initial approval to the high-level deliverables, timeframes and cost. Each SOW will include a detailed planning phase at the start of the project, and an ongoing process for managing and prioritizing sprints.

With the initial high-level SOW approved, the project will be kicked off with a second stage of design validation, elaboration and prioritization. The output of this first stage of project work will be a more detailed solution design, project plan, and prioritized backlog and Sprint plan. These living documents and plans will be used to drive resourcing and work and to continuously maintain, manage and prioritize issues and changes uncovered during agile design and development sprints.

In the second and third stages of our approach we'll create detailed designs and sprint plans for each iterative sprint. Each of these detailed plans will be aligned with the project plan and approved by the province prior to actual development.

b) Obtain approval for the project statements and project plans, making adjustments as requested, by the Client

To allow agility and fully engage the Ministry in both project planning and agile design and development for the purpose of requesting initial and ongoing adjustments, we have included a number of important approval and adjustment opportunities for the client between stages 1 and 2, 2 and 3, and 4 and 5.

The integrated approval points in our approach include:

- An initial approval point on the proposed project and high-level SOW prior to kick off
- An approval on each agile design and development sprint
- An approval for each developed release of sprint functionality

The integrated adjustment points in our approach include:

- The ability to request changes prior to the initial approval of the high-level SOW
- The ability to request changes or adjustments to the living project plan
- The ability to request changes or adjustments to designs and sprint plans prior to development
- The ability to provide feedback on demo releases during development sprints that including the ability to identify missed requirements, changes to the demo functionality, or issues identified through the development and demo process
- The ability to provide changes and adjustments during acceptance testing, and to identify issues and changes that are reflected in the living project plan

c) Assemble the project team to perform the business analysis, business design, technical design, programming, system testing, and implementation support

Our development approach is based on the early engagement of team leadership, team members and business representation and considers a diverse cross-section of technology and business work and deliverables. The core areas considered throughout the process and incorporated into the project and sprint plans include:

- Solution designs
- Salesforce.com platform decisions
- Core product and commercialization considerations
- Application maintenance and ongoing support planning
- Organizational and process designs
- Organizational roles and responsibilities
- Organizational budget and finances

- System content and data
- Change management and business implementation

This broad design and deliverable focus allows us to clearly articulate needs for business analysis, business design, technical design, programming, system testing and implementation support, as well as other non-project but dependent work.

Our approach to analysis, design, testing and implementation will be handled iteratively through stages 2 through 6, and are outlined in detail in the development approach details, development approach deliverables and application maintenance sections of this response.

d) Document the enhancements and/or releases in the various sources of technical documentation, as directed;

Our approach includes a focus on the elaboration of a number of associated documents and deliverables throughout each stage of the process and every iteration of agile work. It also includes the regular updating of numerous documents as the solution is designed, developed, released and maintained. Any sources of technical documentation required by the client for releases or enhancements can be included with the current approach to documentation as outlined in our development approach details section. Our approach can be modified to address documentation touch points required by the province.

e) Provide technical and/or business training to the Client's technical support representatives and/or users;

The fifth stage of our approach is implementation readiness and training. These will be aligned with organizational readiness activities so that a transformed organization and systems are synchronized for the release. This approach also makes sure that the test system is available and meaningfully populated for training and that the associated learner roles and responsibilities have been defined for the targeted audiences.

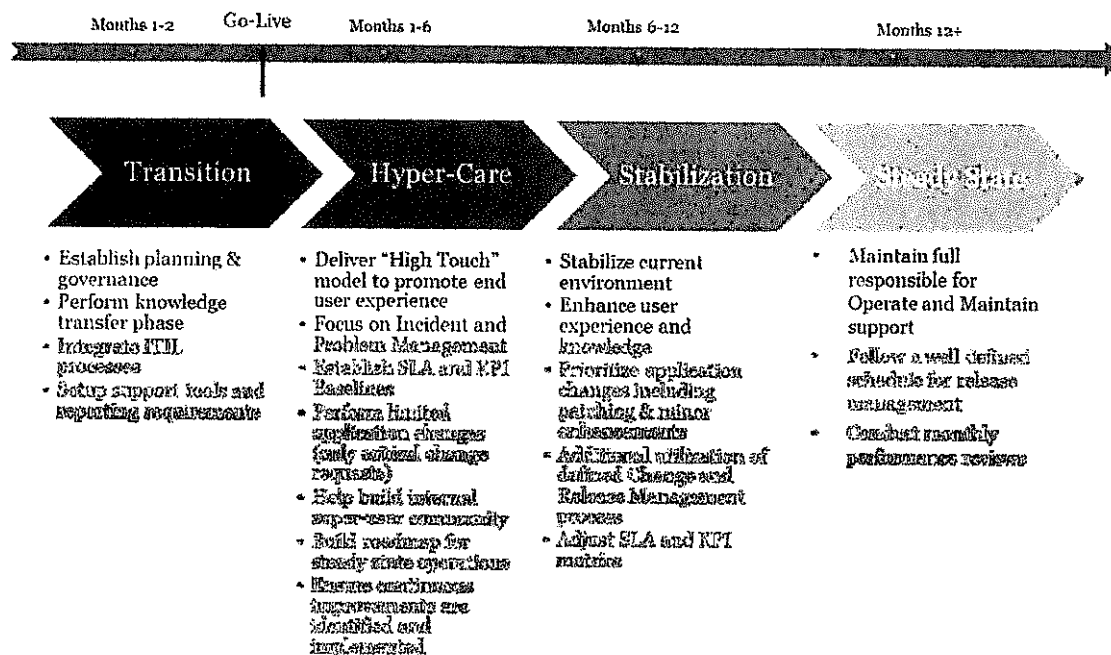
Training options as defined in the training plan and approved by the client will include:

- The building of system SMEs (Subject Matter Experts) through ongoing direct involvement in iterative design, demo and UAT cycles
- Business training supported by organizational and process design documentation, project communications, performance measurement resources and organizational outcome documentation
- System training supported by detailed design documentation and deployed through classroom, train the trainer, or e-learning
- End user system training supported by integrated system guides, help and e-learning resources
- End user process training supported by expert system content and associated reference guides and materials

To maximize effectiveness, where possible, training will be based on scenarios, system data roles and content directly relevant to people's day to day work. Test environments and training materials will be retained for ongoing training or train the trainer opportunities for distributed learning.

f) Provide post enhancement or post release production support during Normal Working Hours, including a two-hour response time and a fix or proposed solution acceptable to the Client within 24 hours of receiving the support requests. The Contractor is also expected to provide support for deployment of code releases and implementation support outside of Normal Working Hours as, if and when requested by the Client with no overtime.

Our typical model for transitioning from the development phase to post enhancement or post release production support is indicated below. As there are multiple solutions (Expert System, DRS) with multiple components (intake, negotiation, facilitation, adjudication) for multiple Tribunals, it should be noted that there would be a need for multiple transition cycles.



The entry point for post enhancement or post release production support requests is through the service desk. There are typically different tiers of support:

- **Level 1** represents the initial support interaction to the user community. This area address simple issues related to training and minor problem solving
- **Level 2** represents issues with more complexity, either due to a varied use of the system or a use-case where the process for the solution is not widely used
- **Level 3** represents a technical issue, where the solution is not functioning as intended or the capability being expected is not working correctly
- **Level 3** frequently involves coordination with the development, production support and product vendor organizations (in this case, Salesforce.com)

The support service level is typically provided based on a tiered model with response times defined based on ticket severity and a common set of definitions on what determines the severity. An example of this is shown below, but would be customized to meet your requirements.

- Severity 1: 30-60 minutes (urgent action required)
- Severity 2: 2 hours (action required) -- this is your requested service level per the RFP
- Severity 3: 12 hours (not urgent)

This outline represents response times, not resolution times. Resolution times cannot be defined for a support organization without a comprehensive understanding of the issue being resolved. For known issues like password resets, a common set of response and resolution times can be established. However, for unknown issues this is not generally possible as these must be diagnosed as part of the response to the request.

The PwC team will be able to meet the service level requested of responding to your request within 2 hours and providing a fix or a proposal to fix the issue within 24 hours. We can also meet your requirement to provide support for deployment of code releases and implementation support outside of Normal Working Hours as, if and when requested. For all of these requirements, we'll work with your team prior to the first go-live to develop the specific support criteria and processes to meet the application support and organizational requirements for the Expert System and / or the DRS

The PwC support methodology is tied closely to our application development methodology. As tickets are raised and issues analyzed, if fixes are required we use a three step application model including a DEV, QA and production environment. All changes are worked on by support analysts in the DEV environment and tested based on the analysts understanding of the required functionality.

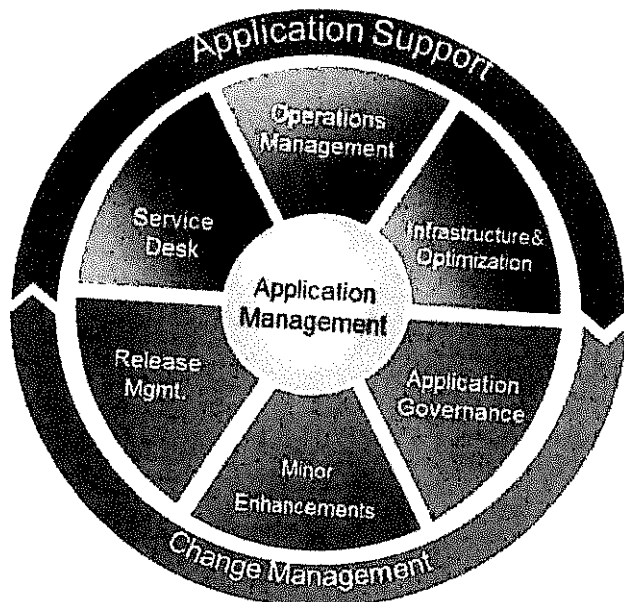
Once completed this is migrated to a QA environment where further testing and confirmation is performed by the business user/process owners. Once approved, the change is migrated to production. If the solution in QA doesn't meet the process owners' expectations/ requirements, it's revised in DEV and then again migrated to QA. This approach minimizes risk associated with changes meeting requirements and also confirms the migration of the changes between environments. This is especially critical to the reduction of risk associated with complex changes that impact multiple process areas or data.

A key component to this process is the documentation kept at each step, so that both the change and the configuration are properly documented so that the migration is repeatable. This optimizes the migration process and reduces risk associate with unplanned changes to the solution. For more information on the release process, please refer to the next section (Development Approach Details). Additional information on our support model is available in section 6.1.1.3 which deals with Application Management Services.

6.1.1.3 Application management services

a) Providing a maintenance cycle, where required, to address known impacts to the Expert System and Dispute Resolution Suite

PwC's application management services are grouped into two major service streams: application support and change management, as illustrated in the diagram below.

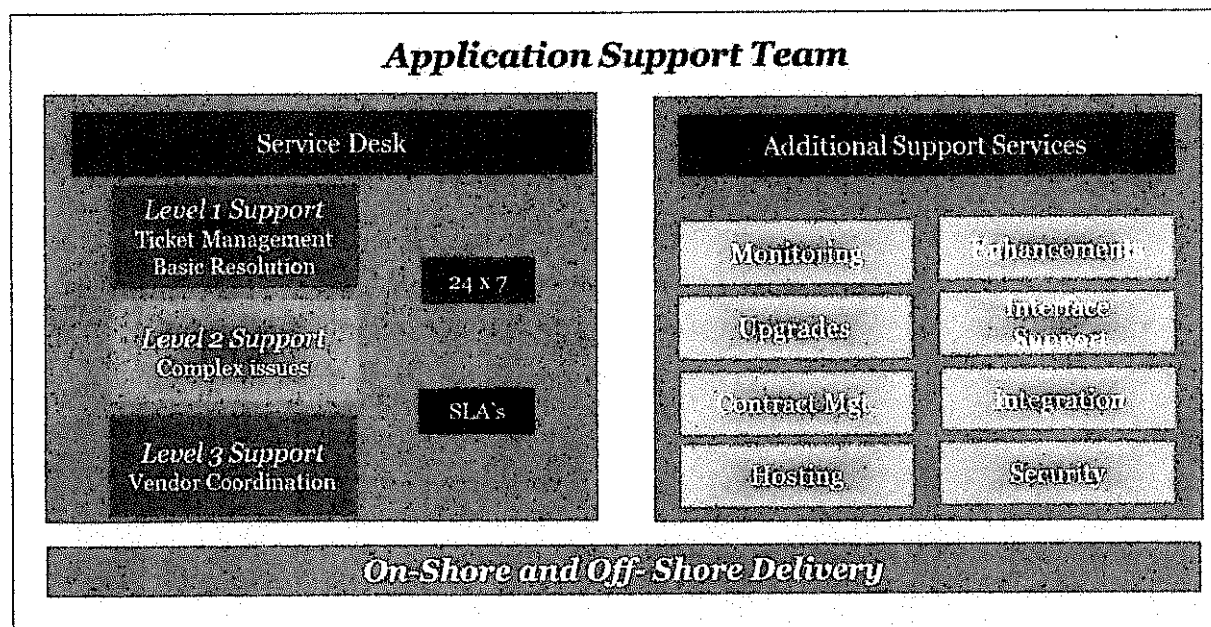


Application support deals with issues and incidents as well as preventative maintenance and performance optimization, whereas change management is focused on the evolution, changes and enhancements/extensions to the solution. Our services are designed to be modular enabling you to blend our approach within the specific requirements of your environment.

Application support services refer to the activities which support the ongoing operations of the solutions. This has three distinct aspects:

- Service desk
- Operations management
- Hardware and infrastructure optimization

Service desk refers to the area of support related to help desk, call / email support and represents the user directed support component of service. This area is highly visible and impactful as it has broad touch points to the user community. The support structure of the service desk is divided into 3 fundamental tiers of support as outlined in the support diagram below.



Level 1 represents the initial support interaction to the user community. This area address simple issues related to training and minor problem solving. Level 2 represents issues with more complexity, either due to a varied use of the system or a use-case where the process for the solution is not widely used. Level 3 support represents a technical issue, where the application is not functioning as intended or the capability expected is not working correctly. Level 3 typically involves coordination with the development team and/or application vendors (in this case, Salesforce.com).

Operations management refers to the common activities for maintenance and operation of the solution that are performed on a regular basis. This would include activities like monitoring and scheduled maintenance activities.

The **Hardware and infrastructure** component of this offering would not be applicable to the TTI solution due to the use of the cloud model. Hardware and infrastructure are the responsibility of the cloud service provider, in this case, Salesforce.com. If issues arise related to the infrastructure, these would be raised with Salesforce.com for identification and resolution.

Change management represents the activities related to the management of the solution and its evolution over time. There are three distinct categories of activities within this area:

- Application governance
- Release management
- Minor enhancements

For the Expert System and DRS we'll work with the Ministry to establish a defined **application governance** model. This governance model outlines details such as the key stakeholders of the application, a "design authority" to govern changes to the solution and the engagement model for the various tribunal stakeholders to interact. This governance model will outline roles, responsibilities and processes associated with the operations, maintenance and evolution of the solution.

Release management represents specifically the process around managing the evolution of the solution and changes that are designed, developed and implemented. A structured release management process is defined in order to provide a set window for changes that need to be made to the solution. All changes and enhancements follow our development methodology and once ready for migration to production will be moved in a coordinated and controlled manner.

The other key aspect of release management is to encourage a process of development, testing, and migration that is predictable - it must follow a documented process with gates and sign-off in order to reduce risk associated with changes to the application. This is also critical to provide control over the changes as well as documentation of all changes for auditability.

Minor enhancements represent mini projects designed to advance the application solution. These will include the rollout of added functionality (new versions or releases) or the roll-out of the solution to more stakeholders. In a cloud developed solution environment, minor enhancements represent point releases and will follow the same release management cycle outlined above and will be timed into appropriate windows. Our maintenance cycle closely follows our development cycle:

- Logging of issues and responding to maintenance requests within two hours
- Gathering additional information or requirements if required
- Following relevant governance processes for approval if required
- Providing an estimate to fix (if fix cannot be provided within 24 hours)
- Coding and testing of fixes in the development environment
- Migration to the test environment for QA and further testing (including user acceptance testing if required)
- Deciding on release approach for the fix
- Migrating the fix to product
- Updating technical and support documentation
- Refreshing the environments

b) Responding to a maintenance request within 2 hours of receiving a call and providing a 'fix' or a proposal to fix acceptable to the Client within 24 hours of receiving the maintenance request

The entry point for maintenance requests is through the service desk. The support service level is typically provided based on a tiered model with response times defined based on ticket severity and a common set of definitions on what determines the severity. An example of this is shown below, but would be customized to meet your requirements.

- Severity 1: 30-60 minutes (urgent action required)
- Severity 2: 2 hours (action required) – this is your requested service level per the RFP
- Severity 3: 12 hours (not urgent)

This outline represents response times, not resolution times. Resolution times cannot be defined for a support organization without a comprehensive understanding of the issue being resolved. For known issues like password resets, a common set of response and resolution times can be established. However, for unknown issues this is not generally possible as these must be diagnosed as part of the response to the request.

The PwC team will be able to meet the service level requested of responding to your request within two hours and providing a fix or a proposal to fix the issue within 24 hours. We can also meet your requirement of providing support on an emergency basis if needed, outside of normal working hours. For both of these requirements, we'll work with your team prior to the first go-live to develop the specific support criteria and processes to meet the application support and organizational requirements for the Expert System and / or the DRS.

c) Programming, testing and migrating the 'fix' to the appropriate test instance

Our support methodology is tied closely to our application development methodology. As tickets are raised and issues analyzed, if fixes are required we use a three step application environment model including a DEV, QA and production environment. Changes are worked on by support analysts in the DEV environment and tested based on the analyst's understanding of the required functionality, the documentation associated with that function and an analysis of any linked functions that may be impacted. Once completed, fixes are migrated to a QA environment where further testing and confirmation is performed by the business user/process owners. Once approved by the appropriate owner, the change is migrated into production. If the solution in QA does not meet the process owners expectations/requirements based on the test scenarios, it's revised in DEV and then again migrated to QA. This approach minimizes risk associated with changes not meeting the requirements and also confirms the migration of the changes between environments. This is especially critical to the reduction of risk associated with complex changes that impact multiple process areas or data.

d) Documenting the fix in the various sources of technical documentation and change specifications

As changes and fixes are developed and moved through to production, it's critical that documentation be kept up to date. Every change (whether a fix, minor enhancement, etc.) must be analyzed to determine what, if any documentation is impacted. This includes design documentation, user documentation, configuration information, test scenarios and scripts and production support documentation. It's necessary to confirm that all of the relevant documentation is kept up to date so that the risk associated with changes to the solution is minimized and the change process is stable and repeatable.

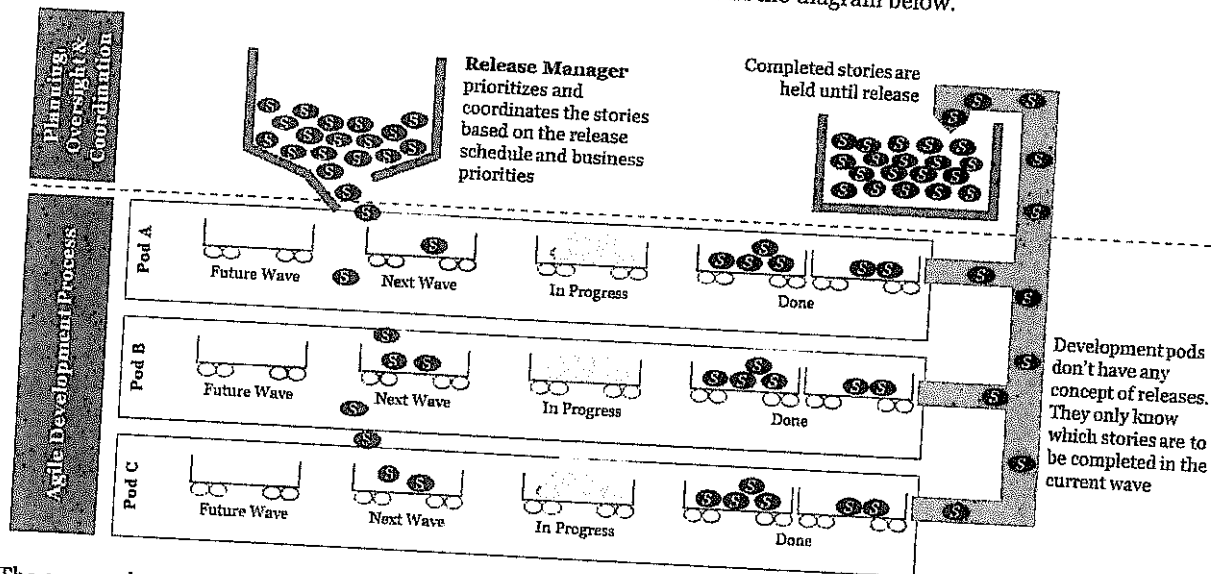
e) Migrating the 'fix' through the development, test and production environments as applicable in conjunction with Client staff; and

f) Monitoring and supporting the change to production, as required

Release management processes are necessary to help promote a stable and maintainable solution while managing the evolution of the solution and changes that are designed, developed and implemented. A structured release management process is defined in order to provide set windows for changes made to the solution. All changes and enhancements follow our development methodology and once ready for migration to production would be moved in a coordinated and controlled manner.

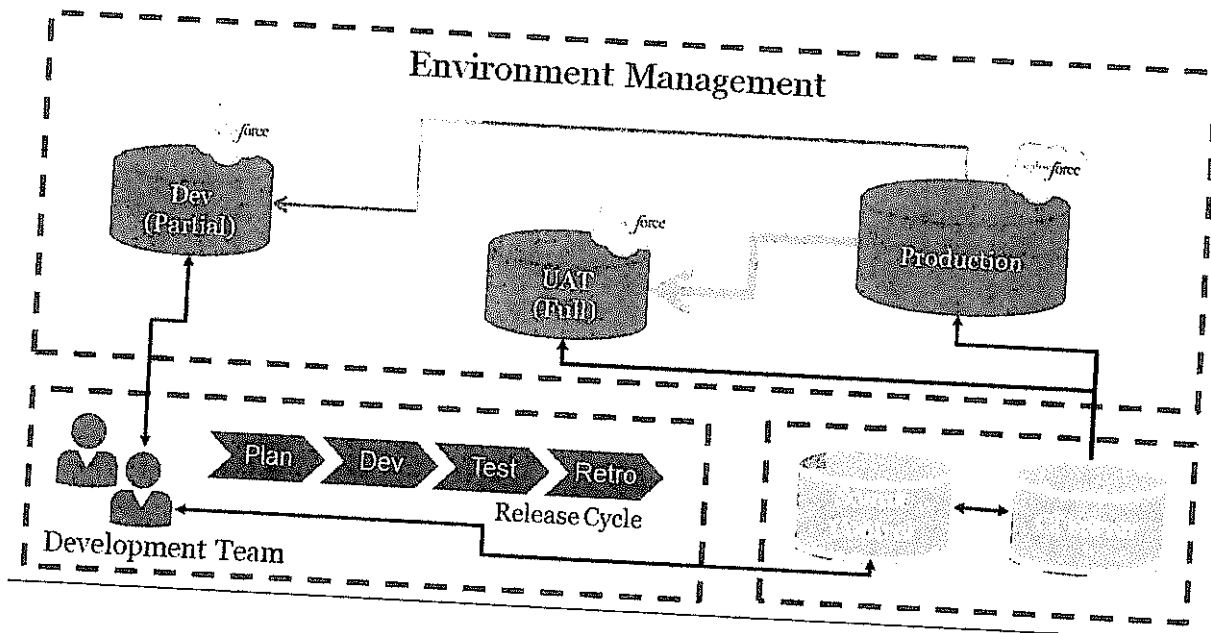
The other key aspect of release management is to make sure the process of development, testing, and migration is predictable - it must follow a documented process with gates and sign-off in order to reduce risk associated with changes to the application. It's also critical to provide control over the changes as well as documentation of all changes for auditability.

The linkage between our delivery and release processes are shown in the diagram below.



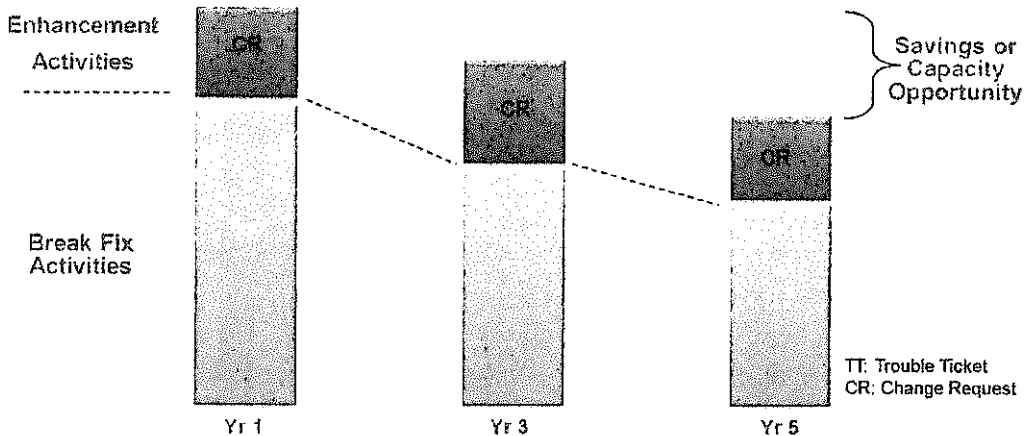
The approach recognizes that there may be multiple delivery pods working on user stories that are prioritized and coordinated by a release manager. As code relating to completed stories are completed and tested, they would be held until released according to the release schedule.

After each release, the development and test environments are refreshed, as indicated below. The concept of multiple development teams or pods is possible, as shown in these diagrams. This is particularly useful with a multi-stream development environment where more than one application may be in development at the same time.



Quality management

Our team and the model that we intend to implement has a strong emphasis on quality and continuous improvement to improve the predictability of the environment, reduce service management load, and allow for savings or increased focus on value added services. This is illustrated in the diagram below.



Quality is integral to our support services. We'll incorporate quality management in three distinct ways:

- Define quality standards and proactively work with the teams on adhering to the standards
- Embed quality assurance (QA) into the review and agreement of changes and enhancements, including the various levels of testing
- Conduct periodic quality reviews at checkpoints throughout the support life cycle

Quality reviews are intended to assess the completeness and quality of deliverables, monitor adherence to agreed quality guidelines and standards, and identify the potential impact of known risks and issues to overall project quality.

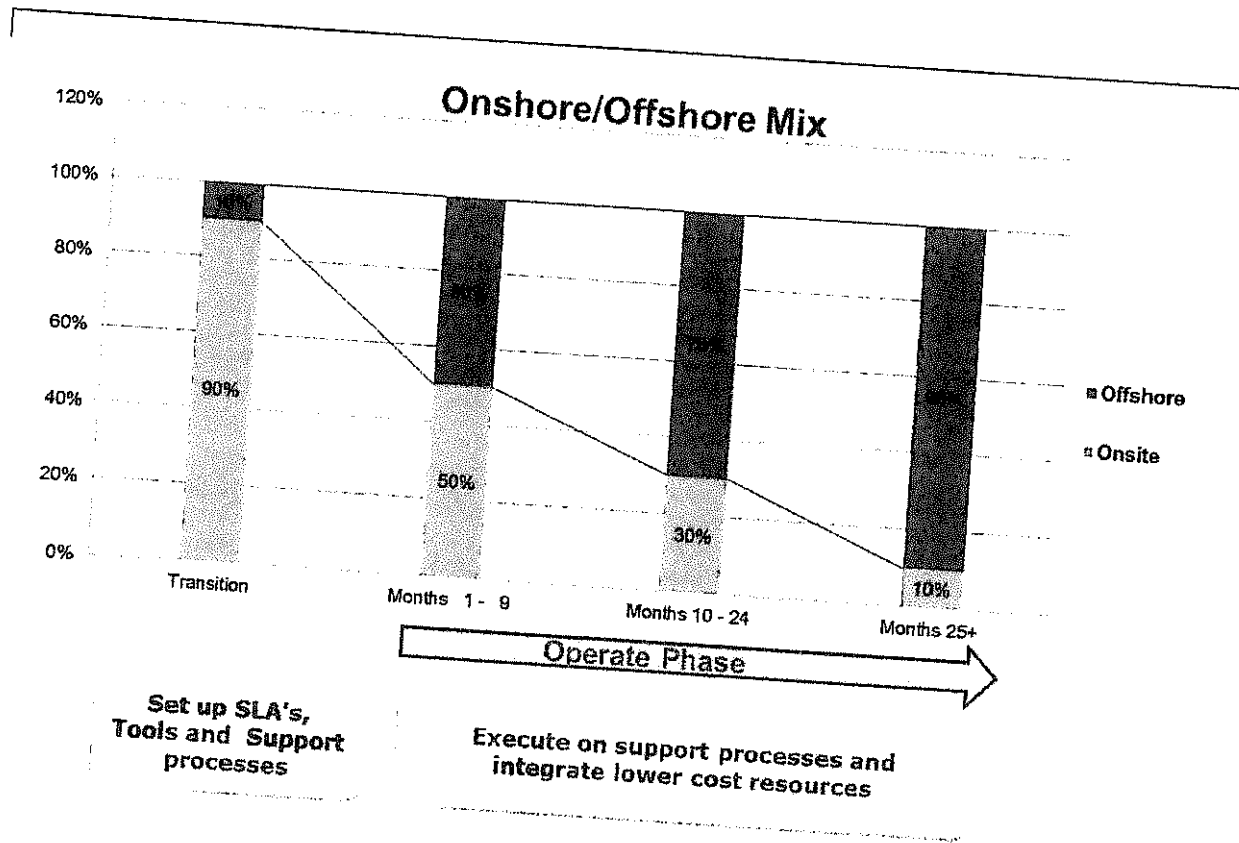
We've built a strong partnership with Salesforce.com, and have experience delivering projects collaboratively with this platform and our clients. We maintain a professional services agreement with Salesforce.com's Expert Services group, which allows us to seamlessly involve them in the more complex aspects of an implementation to confirm the delivery approach makes the most effective use of the current and planned features within the Salesforce.com architecture. Beyond implementing a quality solution, our partnership with Salesforce.com has taught us the value of involving its Customer for Life (CFL) team to work with us and our clients once the solution has been delivered. We'll leverage our strong relationship with Salesforce.com and engage both the Expert Services and CFL teams at key points throughout the project.

Additional information on AMS

Our support team would typically be Salesforce.com and ITIL™ certified professionals and apply the framework of ITIL™ to drive success and continual improvement. We've been delivering high quality AMS services to our clients for over 10 years.

In addition, our on-shore service delivery can potentially be complemented with our off-shore Service Delivery Centres (SDCs). Our SDCs are part of our development Centres of Excellence, and they're located in Bangalore and Shanghai. They work under fully CMMi compliant processes and are BS7799 Information Security Management System (ISMS) certified. The SDCs have delivered more than 4 million hours of support over the past seven years.

If the Ministry of Justice wants to consider a mix of onshore and offshore resourcing, the typical transition in terms of resourcing is shown below.



6.1.1.4 Commercialization feasibility services

The Ministry of Justice has embarked on a transformational journey which will enhance BC's position as a leading jurisdiction in the administration of tribunals. Your vision is to develop a solution with reusable processes and configurable components and to deploy this on a common, accessible, cloud-based platform to meet the needs of 27 Tribunals and their users.

While the Ministry's core business is not developing and commercializing software, the potential when developing an industry-leading, transformational solution should not be ignored. In fact, the platform you've selected for this initiative – Salesforce.com – has an eco-system known as AppExchange which is specifically designed to encourage the reuse and potential commercialization of reusable capabilities. The Salesforce.com platform also offers package distribution in non-commercial ways, such as unmanaged packages and distribution outside the AppExchange as well. The quality of your solution, the configurability to a wide variety of use cases and the value you can demonstrate to other potential users of this solution, will all play a role in determining the commercial viability of the Expert System and the DRS. An important factor and capability PwC can help promote, is our ability and experience creating common capabilities across diverse groups of users and stakeholders, enabled by an architecture that better supports configuration than custom development by each group.

Our team is ideally suited to assist you in assessing this potential, developing the solutions to maximize the commercial potential and capturing the potential through the execution of a comprehensive go to market strategy. Let's explore how we can help the Ministry achieve these objectives.

We've invested in methods and skills to support the commercialization of a variety of deliverables and technologies, including Salesforce.com solutions, mobile solutions and other cloud based technologies. We've also worked with large organizations globally to assess, and where appropriate, manage through the commercialization process. To commercialize solutions such as the Expert System and the DRS, there are four major phases of effort to consider:

- Commercial viability assessment
- Commercial architecture and design (multi-lingual, multi-currency, configuration, etc.)
- Solution development using leading, commercialization practices and distribution
- Capture the market potential

You've requested that we demonstrate how we can assist the Ministry to "**determine marketability of either or both the Expert System and Dispute Resolution Suite.**" This requirement ties directly to our commercial viability assessment. Many software development initiatives start out with a belief that they have commercial viability, but very few of these ever succeed in extending beyond the initial target audience. Having worked with you on the previous phase of this project, we understand and are very excited by the industry leading vision for the TTI. While we see the significant potential that these solutions could deliver beyond the intended Tribunals in BC, experience tells us that to determine the real market potential, a more robust viability assessment provides valuable insight into your decision making.

The Ministry of Justice started from day one designing the TTI solutions to meet a wide variety of use cases across the 27 identified Tribunals. To achieve buy in from the variety of Tribunals, the solutions must be flexible, configurable, scalable, and cost effective for large and small organizations. The primary reason for using this approach was to help come up with the solution that meets the needs of most or all of the Tribunals. However, an ancillary benefit if this is done thoughtfully is that the Ministry is laying the foundation for a solution which could not only meet the transformation goals of Tribunals here in BC, but has the potential to be used by other organizations or jurisdictions, possibly around the world.

We'll assist the ministry in completing a detailed assessment of the commercial viability of the Expert System and the DRS. Using our experience commercializing other software solutions, we'll work with you to analyze the solution capabilities, estimated costs of development, additional costs to commercialize the solution (vs. internal use only), the market potential of the solution and to identify any competing solutions in the marketplace. The output of this analysis would be used to develop an assumption based return on investment (ROI) model. This model would allow the Ministry to analyze a variety of scenarios and identify the issues, risks and opportunities associated with various approaches.

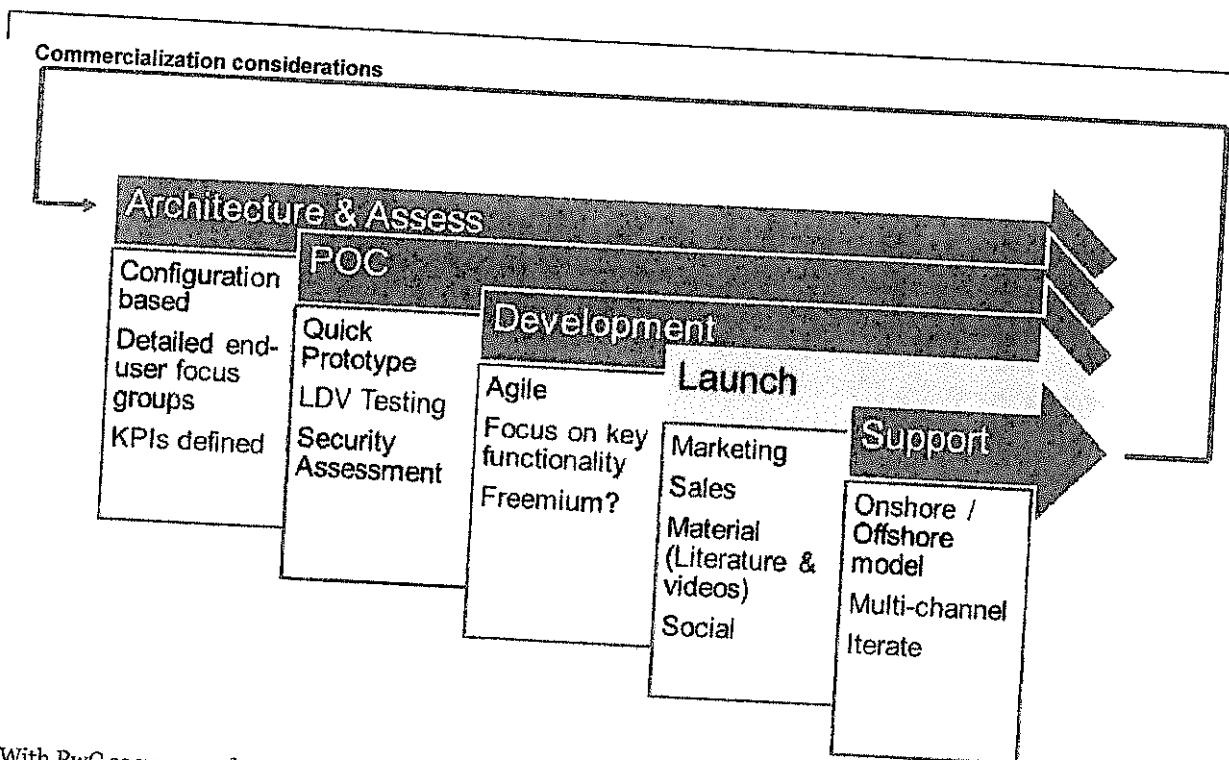
We've used similar approaches to assist other clients in determining the viability and level of investment that would be required to commercialize their solutions and the range of ROI that they should expect.

While there have been several successful examples, many solutions developed for public sector organizations can be limited in their commercial viability. There are many contributing factors including differing legislation across geographies, change readiness within the organizations and budgetary constraints. When commercialization for financial gain may not be achievable, an alternative approach which we have seen work well with public sector entities is to proactively encourage similar public sector entities to co-invest in shared solutions. For example, rather than licensing fee revenue, a group of jurisdictions might agree to each take on the financial responsibility for particular enhancements or capabilities and all the participating jurisdictions would benefit.

Whether the Tribunal Transformation Initiative solutions are suitable for commercialization or sharing development and/or enhancement costs with other public sector organizations, Salesforce.com and the AppExchange environment is an ideal platform for accelerating the desired outcomes. Our significant experience in software commercialization and our access to the public sector entities that the PwC network of firms works with around the world, would make us the ideal partner to realize the full potential of these solutions.

Should the commercial viability assessment result in a decision to proceed, you need a professional services provider who can "**advise on a reusability strategy and architectural practices to make the commercialization of the developed software feasible.**" This ties directly to our capabilities in solution development using leading, commercialization practices. These practices help ensure the viability and ease of implementation of the solution by a wide variety of potential users.

In our experience, it's critical to understand that the delivery of a technology solution to meet one organization's requirements is very different than the commercialization of the same solution to multiple additional organizations and this is compounded when there are commercial aspirations. The diagram below shows some of the unique considerations in the commercialization process from architecting the solution, through proof of concept (POC), into development, launch and support.



With PwC as your professional services provider, you'll benefit from our experience working with other clients through the commercialization process. Some of the leading practices that we use during the development phase when we are developing solutions on the Salesforce.com platform include:

- Build with security and commercial architecture in mind
- Understanding of app packaging and configuration settings
- Solid knowledge on when to use managed vs unmanaged packages
- Understand trial support, think "Freemium" Model
- App exchange lead management and support tools
- App & security review process
- Design for 80/20 on custom vs. config
- Ensure no point-to-point integrations
- All new development must benefit the entire collection of business units
- Proof of concept with config before coding
- Internationalization

Once the Expert System and DRS are developed, the Ministry will be focused on deployment within the first Tribunals and planning for the expansion to additional tribunals. From a commercialization perspective, the timing of going to market and the activities necessary to support a successful launch are critical. We can help you manage these activities while bringing the expertise we have drawn from our involvement helping similar organizations with their commercialization efforts. One of the deliverables from the commercial viability assessment would be to identify the specific target markets that the solutions would be targeted at. Working with you, we'll agree on the most appropriate strategies for raising awareness of the availability of the solution, the benefits it can produce and the value proposition for the specific target market. If you decide that a cross jurisdictional sharing of cost approach may be more appropriate, we can leverage our 6,500 partners and staff across Canada and the 184,000 partners and staff in the PwC global network to identify, promote and engage target clients around the world.

Matt Francis, our proposed Lead Salesforce Architect has many years of experience bringing software solutions and other technologies to market. His experience has been around the following areas:

s 22

In today's complex software and technical environment, it's important to have the right business model, business capabilities, solution and technical architecture, and ongoing support model that's focused on all stakeholders and ultimately the end user that will be using the solution. Matt brings over s 22 in the commercial IT space servicing thousands of customers across the globe.

6.1.2 Capabilities

We understand that bringing the right team to this challenging and important project is critical. To achieve success within your budget and timeframes you need a team with proven technical skills, excellent communication skills, related experience, and great working chemistry. You need a team with a strong Salesforce.com capability and the capacity to bring these resources to bear when required. We're confident that these are the characteristics of the team which we have purposefully assembled for you.

We've spent the last few months thoughtfully building you an 'A-team'. Our proposed team includes strategic partners who were specifically selected for their skills, knowledge of your environment and ability to work as an integrated team, focused on your success. The benefits of our team include:

- A team led from Victoria by local on-the-ground leadership including Owen Taylor, Gert du Preez, and ^{s.21, s.22} who all bring direct and recent experience with the TTI and have the ability to provide context, direction and decision making to this initiative.
- Our strategically selected development team of highly skilled Salesforce.com resources from PwC and one of BC's largest Salesforce.com development houses, ^{s.21} Our approach and all of our resources are backed by PwC's Salesforce.com Global Strategic Alliance Partnership and Platinum Cloud Alliance Partnership. PwC has over 400 Salesforce.com certified developers, architects, administrators and cloud consultants to provide specialized, highly skilled, integrated capabilities. This network of resources is available to our team through collaboration tools which enhance the quality and timeliness of delivery on all of our engagements.
- A team that's actively involved in the BC public sector and committed to growing high quality capacity to meet future demand.

Why is this important to you?

- We understand your business and culture. We'll get going quickly and set up a dialogue that works and delivers to your tight timeline. This means no wasted time. We'll help you reduce the cost of implementation by minimizing ramp up time and quickly applying lessons learned from our previous work – valuable insights of our experience.
- With a strong compliment of local resources that work and live in Victoria and Vancouver, supported by PwC's global network of specialists, you get the direct benefits of lower delivery costs and added security in long-term resource stability.
- The importance of this project to our team and partners cannot be understated. This is not 'just another' Salesforce.com opportunity for PwC or our partners. We all see this as a strategically important initiative which is worthy of high levels of dedicated focus and has the attention at the highest levels of our organizations.

Who we are

We know off-the-shelf products and services are often not the best approach, and use our knowledge and experience to customize our approach and solutions to the goals our clients need to achieve. Your voice and vision will be reflected in our actions and the outcomes we achieve together. You'll collaborate with professionals who listen to your needs and apply their expertise. This determines how we use our network of more than 184,000 people in 157 countries around the world – and their connections, contacts and expertise – to help create the value you're looking for.

In Canada, we have more than 6,500 partners and staff in 26 offices from Victoria, BC to St. John's, Newfoundland. We've been working with our public and private sector clients in Canada for over 100 years. This accessibility is a big reason for our success.

Our Public Sector practice

We already have one of the largest dedicated Public Sector advisory practices in Canada. But, growing our public sector practice is still one of the top priorities for our team in BC.

Our commitment to the public sector means you'll benefit from top resources and dedicated leadership oversight to drive quality outcomes for your initiative.

Our Public Sector practice includes over 1,100 professionals across the country, and makes up more than 30% of our Consulting practice. We work closely with clients to provide guidance on complex matters ranging from strategy formulation through to risk assessments and performance improvement.

As one of the leading consulting firms in Canada and globally, we're involved with some of the largest public sector transformation initiatives where public trust, transparency and accountability are crucial success factors. We've worked extensively with many core government ministries/departments, crown corporations, agencies, boards, and commissions across Canada. We understand that complex multi-stakeholder government initiatives require robust analytical and communication approaches that help refine options, reduce uncertainty, provide an achievable strategy, and withstand internal and external scrutiny.

What we do

Our business is divided into three key lines of service: Consulting & Deals, Audit & Assurance and Tax & Legal. We provide services across a number of industries, including:

- Public Sector (PS)
- Financial Services (FS)
- Private Company Services (PCS)
- Energy, Utilities, Mining and Industrial Products (EUMI)
- Technology, Communications, Retail and Consumer (TCRC)

We have specialists in each of these industry groups. They provide recommendations that are truly relevant to each client's specific needs and are based on experiences and lessons learned from working with organizations in the same industry. We use our network, experience, industry knowledge and business understanding to build trust and create value for clients. Because of the size of our organization, we can serve clients locally and yet draw on a larger network of knowledge and global leading practices to complement our teams whenever needed.

Our Technology Consulting team is an integral part of our Consulting & Deals (C&D) line of service, and works closely with other complementary service areas to provide holistic solutions to our clients. The list below is an overview of the services our C&D team provides:

Operations	Finance	Technology consulting
<ul style="list-style-type: none">• Lean• Six Sigma• Customer excellence• Communications and change management• Saratoga™—measuring your human capital• Supply chain and procurement management• Capital projects, facilities and real estate management	<ul style="list-style-type: none">• Capturing deal value• Enterprise asset management• Performance management• Statistics and economics• Sustainable cost reduction	<ul style="list-style-type: none">• Enterprise applications (Oracle, SAP, Salesforce and Microsoft)• Information management• Security• Sourcing• Technology advisory• Emerging technologies

We're back in town!

Our team is really excited to be back in Victoria! We moved into our new office in the historic Temple building on Fort Street this past spring. It's a great move for us for many reasons. It means we're able to support the communities where we live and work. It means we're able to better serve our clients by being at their doorstep. It also means more opportunity for our 900 partners and staff in BC who work with a variety of local public and private sector clients.

**Leader
in business
technology
transformation**

-Forrester,
Q2 2012

**#2 global
consulting
services**

-Kennedy
2011-2014

184,235
global
headcount

40,531
global
advisory
headcount

9,665
global
technology
headcount

6,500
Canadian
headcount

We use our strong regional skills and experience, coupled with our ability to deliver high value, end-to-end, client-oriented engagements, to start to finish.

Our global network

We provide end-to-end support, from strategy to implementation, across all services, from our global network of offices.



More than 100 years of excellence in Canada, we provide industry-focused services for public, private and government clients.

We're the world's largest professional services firm, and we're continuing to expand and move up in the industry.

We approach salesforce.com implementations from a business perspective. Our high skilled professionals have practical experience, innovative ideas and brought leadership to this space.

Own your customer experience – with PwC and Salesforce.com

Social and mobile cloud technologies, including those offered by Salesforce.com, are revolutionizing the way organizations interact with their stakeholders.

Organizations that use Salesforce.com solutions—including innovative sales, customer relationship management (CRM), customer service and social marketing applications—have the opportunity to own the customer experience. Combined with a strategy that views customer relationships holistically, from a business rather than technology perspective, brand loyalty can be fostered and long-term customer value can be maximized.

PwC views customer-centric strategies for CRM, partner relationship management (PRM), service and legacy application migration through the lens of business value. In doing so, we help organizations use Salesforce.com technologies to increase revenue, boost productivity and broaden collaboration. We combine our strategy, technology and change management capabilities to deliver comprehensive, global, end-to-end business transformation services.

In short, we help clients move forward with confidence. And we do so by delivering a wide range of offerings that help them meet today's most significant business challenges:

- integrating customer lifecycle management to enhance customer experience
- owning the customer experience through increased customer analysis and insight
- cross-platform customer engagement
- leveraging mobile and cloud to drive global business transformation, increase revenue and lower cost
- creating and implementing a social enterprise strategy to empower both internal and external collaboration
- mitigating security, regulatory and compliance concerns related to business transformation
- facilitating buy-in and adoption of transformation initiatives based on our extensive change management experience in complex business transformations
- enhancing or maintaining the value of existing processes where it makes sense

PwC is a Platinum Cloud Alliance Partner with Salesforce.com. With over 400 Salesforce.com-certified consultants and hundreds of projects in our portfolio, we have both the breadth and depth of experience to help clients realize value from their Salesforce.com initiatives. We use Salesforce.com to meet customer requirements:

- We enhance your Salesforce.com implementation's return on investment by enabling the proper fit for your organization's operating and market contexts.
- Our business-led approach helps connect your customer strategy to its execution, using Salesforce.com technology.
- We help you align your teams around business objectives and deliver positive customer experience.
- Our consultants can help develop a customer-centric cloud strategy for CRM, PRM, Service, Collaboration, Analytics and legacy application migration.
- We work with clients to define and implement a social enterprise strategy that fosters collaboration across teams and geographies to advance your business goals.
- We help achieve a predictable, consistent user experience across the organization.
- We assist in transforming the way your organization listens, analyzes and engages with its customers and prospects on the social web.
- We help to achieve accurate brand assessment across all digital channels.
- We enhance stakeholder engagement as part of a cross-platform mobile strategy to help sales teams engage with customers and colleagues.

Why PwC and Salesforce.com?

A successful Salesforce.com business transformation initiative is about more than just implementing the technology solution. It's about understanding the client's existing operations, leading industry practices and the factors that are driving customer behavior in their market.

PwC works with clients across a wide range of industries. We understand what strategies market leaders are executing to be successful—and what technologies they are using to enable that success. From strategy through execution, we understand what matters most to our clients and we understand how to help achieve optimal results.

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6.1.2.1 Proponent's Salesforce.com experience

The depth of PwC's Salesforce.com practice

PwC has been actively building its Salesforce practice for almost five years, and we've already grown into a true global force in the Salesforce market. During this time we:

- Have become one of Salesforce.com's top three global partners
- Have grown to over 400 Salesforce developers and established centres of excellence all over the world
- Delivering 50+ Salesforce projects at any given time
- Were recognized with a 2013 Salesforce.com Partner Innovation Award
- Developed best in class tools, templates and accelerators as we continue to focus on optimization and extension of sales
- Have a leading edge Architecture Review Board (ARB) that reviews all client proposed architectures
- Participate actively in Salesforce.com's product roadmap and offer leadership and guidance to Salesforce.com and our clients

The experience of PwC's Salesforce team extends far beyond our corporate relationship with Salesforce. Many of our staff have been working with Salesforce.com since its inception. We've thoughtfully selected key resources from this team to work with you on the TTI. Each of our proposed lead resources has more than five years of experience relevant to their proposed role, and in most cases includes Salesforce.com development projects.

^{s.21} complements our global strength with a team of local Salesforce.com certified staff. ^{s.21} has over five years of Salesforce.com development and implementation experience. They've delivered over 100 Salesforce.com application development projects.

Details on the individual qualifications and relevant experience of our proposed lead roles are provided in Section 6.1.2.2 of our proposal. Information on our team's additional organization capacity and resources (including non-lead roles) are provided in Section 6.1.2.3. Resumes of our non-lead resources are provided in Appendix A.

Our local Salesforce.com certified developers

We've named 10 Salesforce.com certified developers in our proposal in lead and non-lead roles that live and work full time in Victoria and Vancouver. The total number of certified developers which our team currently has as full time staff in British Columbia is 32. The certified developers who are named team members in our proposal are:

1. Lead Salesforce Front End Developer (qualifications and resume in Section 6.1.2.2.7 of proposal)
2. - Lead Salesforce Back End Developer (qualifications and resume in Section 6.1.2.2.8 of proposal)
3. - Lead Salesforce Declarative Developer (qualifications and resume in Section 6.1.2.2.10 of proposal)
4. - Lead Business Analyst (qualifications and resume in Section 6.1.2.2.13 of our proposal)
5. - Salesforce UI/UX Designer (resume in Appendix A)
6. - Salesforce Front End Developer (resume in Appendix A)
7. - Salesforce Back End Developer (resume in Appendix A)
8. - Salesforce Declarative Developer (resume in Appendix A)
9. - Salesforce Business Analyst (resume in Appendix A)
10. - Salesforce Quality Assurance (resume in Appendix A)

These local resources are backed by the more than 500 Salesforce.com professionals that our consortium has access to (see Appendix E – Professional Services Organizational Capacity and Resources).

PwC's partnership with Salesforce.com

PwC is a Salesforce.com Global Strategic Alliance Partner and Platinum Cloud Alliance Partner. We're recognized by Salesforce.com as one of their top three global partners.

Reference projects (Appendix D)

In the following pages we've included three recent examples where we've worked with our clients to develop and implement custom Salesforce.com solutions.

Our more than 400 global Salesforce.com consultants have completed more than 100 major Salesforce engagements. Choosing the best three reference projects from these was not an easy task! We tried to select projects that most closely aligned with the TTI, and projects that involved our proposed lead resources. We've chosen these three examples because:

- All three are examples of large-scale and complex Salesforce.com projects with significant Force.com development. The LNG-Buy BC portal project is the largest Salesforce project to date in BC.
- The LNG-Buy BC portal project demonstrates our experience with the BC Government, while the Aramark and Principal Funds projects demonstrate our success not just in the Salesforce.com environment but also in the integration of these solutions with other solutions and technologies.
- They demonstrate Salesforce.com developments with a custom, rich user experience – this will be critical for the TTI as well.
- Our Aramark and Principal Funds reference projects are illustrative of solutions with a complex data model, which is also the case for TTI, because of the range of tribunals that will eventually be involved.

The three examples we've listed are:

1. Government of BC LNG – Buy BC Portal Application
2. Principal Funds – New CRM Platform
3. Aramark – Global SFA and CRM Strategy – Refreshment Services Group Salesforce Application Development

Appendix D Professional Services Relevant Project Experience Form

NOTES FOR USING THIS FORM:

Proponents **must** complete and submit Appendix D Professional Services Relevant Project Experience Form.

Proponents are advised to complete this form IN FULL.

For each program / project / assignment listed, Proponents should include the reference information, which refers to an individual within the funding organization who can verify the quality of the work provided. Note that the Province may contact the references cited without first notifying the Proponent. If references are checked, the information that they provide may affect the evaluation of section 6.2. The Province will not contract with any Proponent whose references, in the sole opinion of the Province, are found to be unsatisfactory.

Proponents are reminded that the evaluators will only refer to the information contained in Appendix D when evaluating the Proponent's project experience. Any other information supplied will not be considered.

“

The ^{s21} team showed great willingness to listen to client's inputs and requests, and responded to client's questions in a diligent and timely manner.”

- Vera Sit, Executive Director, Strategic Initiatives, Ministry of Jobs, Tourism and Skills Training

Project # 1

Client Company	Government of BC
Client Location	Victoria, BC
Project Sponsor	Bruce Klette
Reference Name (Contact)	Bruce Klette
Reference Title or Position	Executive Director & CIO
Reference Telephone Number	+1 250 356 0803
Reference Email Address	Bruce.Klette@gov.bc.ca
Website URL (if appropriate)	https://lngbuybc.force.com
Contract Value in \$ (order of magnitude) E.g. <\$500k, >\$500k, >1.5M, etc.	>\$500k
Project Completion Date	August, 2014
Project Duration (months)	8
Project Description	<p>Liquefied Natural Gas (LNG) represents a significant economic opportunity for British Columbians. It could mean up to \$1 trillion in economic activity and as many as 100,000 jobs in BC over the next 30 years. The Government of BC is working hard to ensure that BC business have the opportunity to participate in this opportunity.</p> <p>Challenge</p> <p>The Premier of BC made a public commitment that an application would be available for the BC LNG conference in May 2014 that would empower businesses in BC to capitalize on the LNG opportunity. The goal of the project was to develop a custom Salesforce.com LNG-Buy BC application and give BC based businesses an easy to use online experience to engage in LNG opportunities across the province. The Province had never embarked on a Salesforce journey of this size before, so there were a lot of eyes on the outcome of this project. In order to deliver on the commitment of unveiling the new tool at the LNG conference, the application development team was given an extremely tight timeframe to design, build and implement the solution.</p>

	<p>Solution</p> <p>The LNG-Buy BC portal application was built exclusively on the Force.com platform, leveraging technologies like Salesforce.com Communities, VisualForce Pages and the Apex Development Language.</p> <p>After completing a free registration, businesses gain access to a variety of features: create business profiles, direct message other businesses, create a network of business contacts, and the ability to promote, track and save opportunities.</p> <p>Key features of the application include automatic business and opportunity matching, one-step expression of interest in a business or opportunity (completed within the application), notification and alerts based on custom saved search criteria and more.</p> <p>Since completing in May 2014, additional phases have been deployed. The final phase went live in August 2014.</p> <p>The portal was developed by a local Vancouver-based team of skilled Salesforce.com developers.</p> <p>Results</p> <p>The LNG-Buy BC application delivers an easy to use online experience for BC based business to engage in LNG opportunities throughout the province. The application also provides a platform for major investors in a wide range of industries to tap into what BC's business community has to offer.</p> <p>The results of the project have been nothing short of successful. The ^{S2} team delivered on-time and on-budget under extremely aggressive timelines.</p>
<p>Proponent's Team's Role (i.e. Scope)</p>	<p>The ^{S2} team was responsible for implementing a custom developed application built on Force.com from conception to completion. Engaging in a comprehensive requirements gathering process, we translated the client's vision into a custom Salesforce.com solution that provides infinite scalability across all browsers and mobile devices.</p> <p>^{S1} drove user experience design in defining the wireframes and mockups to integrate with Salesforce.com functionality. Throughout the design phase several stakeholder interviews and usability research with LNG proponents and businesses were conducted to validate that the design met the requirements and consumer's needs.</p> <p>Taking the design into consideration, ^{S2} created and controlled the project management process to ensure that the solution was delivered by the fixed deadline. The project was separated into six sprints to deliver key elements of the portal across twelve weeks.</p> <p>The solution uses technologies such as Visualforce, CSS, JavaScript, JQuery, APEX controllers, custom workflows and web services. The team used Git for source control and Force.com IDE to development. Continuous testing was performed by QA in validating and approving sprint deliverables for User Acceptance Testing in preparation for the LNG in BC Conference.</p>

Describe the methodologies, tools and software employed:
(Expand space as necessary to allow for the response.)

Methodologies

software development methodology was driven by an agile software development methodology consisting of two major cycles: a business analysis cycle where we gather requirements and design, and a development cycle that involves development, QA and user acceptance testing. The activities that occurred throughout each cycle for the LNG-Buy BC project are further elaborated below.

Business analysis cycle

No stone was left unturned. From day one, several iterations of business analysis, design, market and usability researches and interviews were conducted to turn the sponsor's vision into a reality. Through a collaboration of different teams, all efforts concluded with the comprehensive blueprint of the solution that includes:

- A page-by-page collection of user interface mockups and prototypes across multiple devices (Attachment A)
- High-level user stories (Attachment B)
- High-level solution architecture and database model design on Salesforce.com (Attachment C)
- A project and development plan (Attachment D)

Development cycle

Presented with a hard deadline that coincided with a sold out international LNG in BC conference and trade show, produced an agile development strategy that promised to deliver a fully functioning solution in approximately six two-week sprints (Attachment D). reinforced this strategy further by dedicating a Vancouver-based Salesforce.com-certified team of full-time resources to complete development and provide QA.

Throughout the development phase, fifteen minute status meetings were held daily based on a scrum format in which each member answered three questions: what was accomplished yesterday, what will be done today, and are there any impediments? Issues were immediately identified and mitigated, and efforts in development and QA teams were coordinated through those meetings.

This methodology proved effective overall as it was made evident by the end of each sprint through a demonstration of a live, functioning portal solution on desktop, tablet and mobile devices.

Tools/software employed

- Developers were provisioned their own individual Salesforce.com sandboxes on which development and testing took place
- Individual Salesforce.com environments were provisioned for QA and UAT staging
- Developers used the Force.com IDE
- The development team used Git for source control
- The LNG-Buy BC portal was built using a suite of Apex controller and service classes, Apex triggers, Visualforce pages and components, CSS, Javascript, jQuery and Bootstrap
- The LNG-Buy BC portal leveraged several Force.com platform features: Salesforce Communities Portal, Search, Batch and Scheduled Jobs

List all deliverables produced by the Proponent:
(Expand space as necessary to allow for the response.)

12. s delivered a publicly accessible online portal application hosted on the Salesforce.com platform with the following features:

- User registration
- Direct business-to-business messaging capabilities
- Global searching ability
- Business and opportunity profile matching
- Opportunity tracking and change notification
- Responsive user interface with cross-browser support for desktop, tablet, and mobile
- Custom CMS framework for managing copy-text content on the portal

Describe project complexity:
(Expand space as necessary to allow for the response.)

There were a couple of key factors that contributed to the complexity of the project. s 12. s was involved in managing each of them to completion.

1. Business analysis and design management complexity

The LNG Buy-BC project began with an abstract vision, coupled with a hard deadline resulting in the publicly announced launch at the LNG in BC conference.

Over a number of weeks, the portal solution was incrementally conceptualized through activities that occurred in parallel. Business analysts gathered requirements through a series of market research and conducted interviews with the client and representatives from different industries. At the same time, creative initiated design with the creation of user interface mockups and prototypes which were evaluated by select focus groups. Meanwhile, a senior team of Salesforce.com architects and front-end developers were present on site to actively review and validate a growing set of requirements and ensure they remain within the limitations of time and budget, as well as limitations in licensing and limits imposed on the Salesforce.com platform.

Managing the above activities that occurred in parallel between teams proved to be very demanding in time and resources. To ensure progress was continually made despite this high level of activity, the client and the BA/Development teams maintained close contact through direct and frequent collaborations, thus minimizing "middle-man" communications and maximizing overall productivity.

2. Technical requirements complexity

As a cloud-based, multitenant platform, Salesforce.com strictly enforces a wide variety of limitations called "Governor Limits" which protects its shared resources from being monopolized by resource-heavy code. Violations of these limits could often mean a significant increase in cost or a system shutdown. As such, requirements in the LNG-Buy BC project were scrutinized and carefully validated by s 12. s to ensure the portal would operate within the bounds set by these limits.

During business analysis and design, there were a number of functional requirements that inherently demanded higher levels of computational processing along with larger data storage capabilities that challenged a number of the imposed Governor Limits. One such example was an RSS-like feature in which users would enter and subscribe to any number of keywords.

A closer analysis of this requirement revealed that the correct implementation of this feature required dedicated resources on-demand to index raw text data from both business and opportunities and to actively generate and store tailored feeds for each individual keyword of each user. While it was clear that this particular feature was a significant value-add to the portal, it was also elusively complex in that a native implementation on Salesforce.com will not scale well long-term in the presence of Governor Limits.

What were the lessons learned on this project?
(Expand space as necessary to allow for the response.)

The key lesson learned in the LNG-Buy BC project was that designing a native Force.com application that is design heavy, requires a very tight collaborative between both the design team and the customer, and between the design team and development.

The LNG-Buy BC moved very quickly and was an extremely fluid project with new requirements being presented by the customer every week. Due to the compressed schedule and a commitment to include "core features" in the final release, traditional project management controls were relaxed and inadequate review by the development team was given prior to development starting.

As this project was based on a series of sprints design requirements that were made early in the project that were not properly vetted had impact downstream that in some cases required re-work or features being removed from scope.

For the Ministry of Justice TTI, our learning's taken from the LNG-Buy BC project would strongly recommend that design is vetted and proven out with the development team, followed by approval from the customer prior to development being initiated.

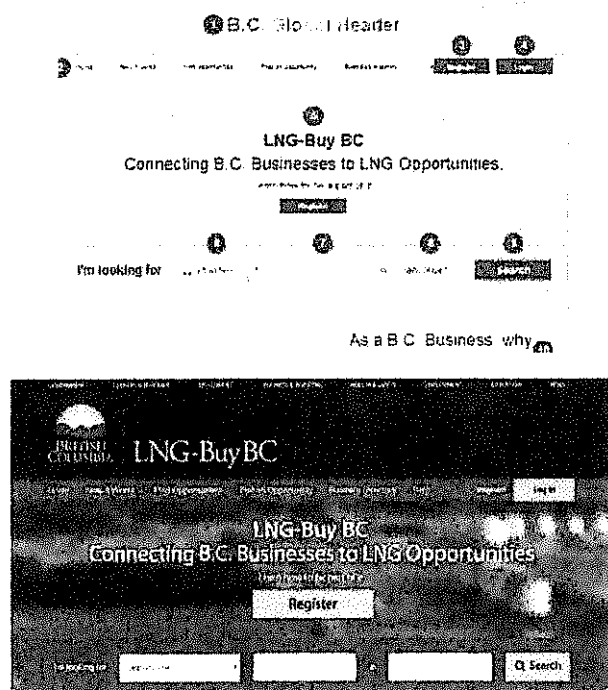
List ONLY team members who worked on this project and are being proposed as resource in this Proposal please include their name and respective role on this project.

Name	Role
s.21	Lead Salesforce Front End Developer
	Lead Salesforce Back End Developer
	Lead Project Manager
	Salesforce Declarative Developer
	Salesforce Back End Developer
	Salesforce UI/UX Designer
	Salesforce Front End Developer
	Salesforce Quality Assurance
	Project Manager

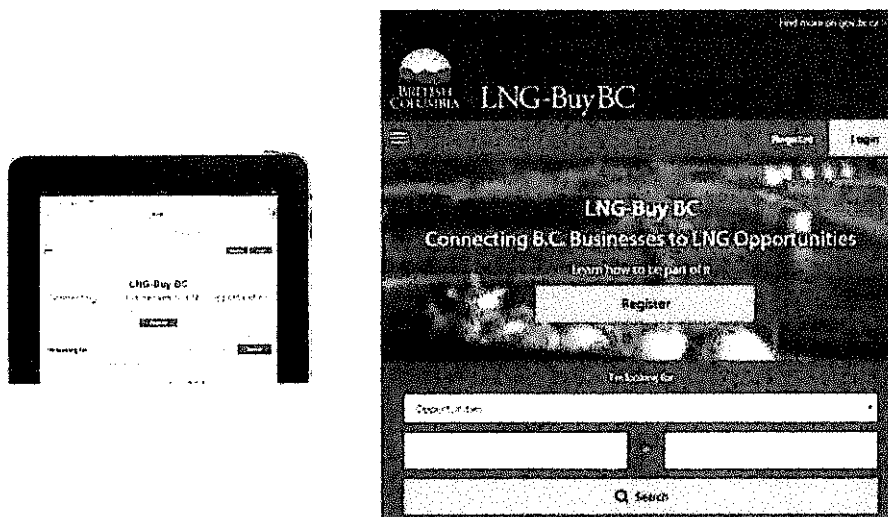
The following attachments are supporting details for this project experience:

- Attachment A – User Interface Mockup and Prototype Design (version 1)
- Attachment B – Snippet of User Stories (version 1)
- Attachment C – Data Model (version 1)
- Attachment D - Snippet of the Development Plan (version 1)

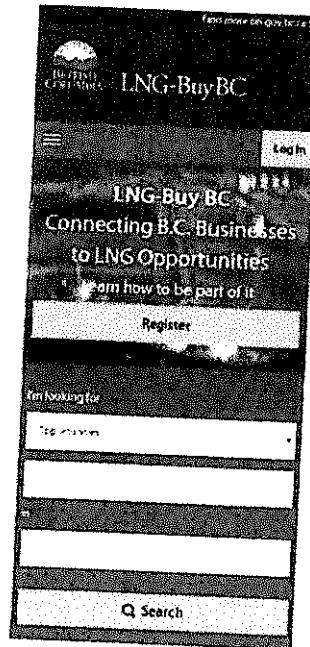
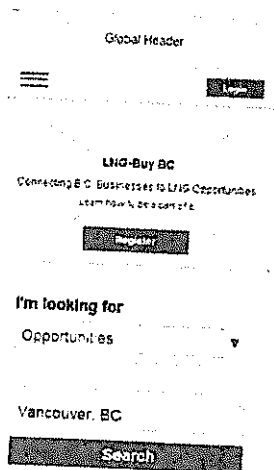
1. User interface mockup and live (tablet)



2 User Interface mockup and live (tablet)



3 User Interface mockup and live (mobile)



Attachment B – Snippet of user stories (version 1)

- Authentication/Authorization
 - Users are able to freely register.
 - Users are able to log in and change password if forgotten.
- Business Profiles
 - Users are able to create a business profile.
 - Users are able to view other business profiles.
- Opportunities
 - Users are able to create public opportunities.
 - Users are able to view other opportunities.
- Searching
 - Users are able to search business profiles using specific parameters.
 - Users are able to search opportunities using specific parameters.
- Communication
 - Users are able to send other businesses messages.
 - Users are able to express interest on an opportunity owned by another business.
 - Users are able to add another business as a contact.
- Relevance
 - The system will match businesses to opportunities that are related via specific criteria.

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Project # 2

Client Company	Aramark Refreshment Services Group
Client Location	Philadelphia PA (HQ) + 22 Regional Sites
Project Sponsor	Denise O'Brien
Reference Name (Contact)	Melissa Schwartz
Reference Title or Position	Vice President Operational Excellence
Reference Telephone Number	+1 215 238 4081
Reference Email Address	Schwartz-Melissa@aramark.com
Website URL (if appropriate)	www.aramark.com
Contract Value in \$ (order of magnitude) E.g. <\$500k, >\$500k, >1.5M, etc.	\$3.5M
Project Completion Date	October 2014
Project Duration (months)	15
Project Description	<p>The Solution implemented for the Refreshment Services Group is part of Aramark's Global SFA and CRM strategy. PwC is partnered with Aramark to support this Global initiative.</p> <p>Challenge</p> <ul style="list-style-type: none"> • RSG lacked a centralized CRM solution; existing processes were highly manual and were not standardized across markets • Service personnel spent a high percentage of time on administrative and customer-management tasks • The organization did not have an efficient process for handling revenue generation events • The field service team needed to spend more time with customers but lacked mobile tools • The existing service tools were inflexible <p>Solution</p> <ul style="list-style-type: none"> • Core custom Salesforce.com solution provides a 360-degree view of the customer • Enhanced opportunity management spanning sales through installation • Custom activity triggers and direct connection to e-commerce system to promote revenue generation events • Custom resource and dispatch management (territory, skillset, work order scheduling, auto-routing, resource availability, etc.) • Custom mobile field service application with GPS and signature capture, related integrations with legacy Aramark applications and databases, and real-time reporting and dashboards <p>Sales through Service Implementation included:</p>

	<ul style="list-style-type: none"> • Account and contact management • Opportunity management • Asset management • Case and Work Order management • Solutions knowledgebase (Content) to support both CSRs and field technicians • Resource management scheduling • Work Order Dispatch console • iPad application to execute field service tickets <p>Results</p> <ul style="list-style-type: none"> • PwC's field service solution delivered value to Aramark by streamlining customer support • The Salesforce.com solution connected the Aramark management team to the field, leveraging the field technician mobile application, and the market center resource and dispatch service console • PwC's field service application enables users to perform functions that enhance customer experiences, organize big data, and eliminate redundant client tasks while keeping all necessary service functions such as real-time tracking, billing, and reporting • In a constantly changing tech landscape, PwC's Field Service Professional gives Aramark the baseline to develop a competitive advantage
<p>Proponent's Team's Role (i.e. Scope)</p>	<p>Using resources from our US Salesforce team as well as the expertise of our offshore Salesforce.com Centre of Excellence, PwC completed all of the scope of work for the project. In this role we:</p> <ul style="list-style-type: none"> • Worked closely with client to confirm the vision and re-imagine their CRM strategic objectives and sales & service process capabilities to define requirements for a next generation custom Salesforce.com development solution • Standardized customer issue types and implemented first contact solutions • Implemented a custom resource management and work order dispatch solution • Implemented a custom field service mobile solution for field service teams • In developing a field service solution for use by food service professionals, PwC provided a broad array of services including: <ul style="list-style-type: none"> – Requirements gathering – Solution design – Salesforce.com configuration & customization – Data integration – System testing – Data migration – Deployment – Post go-live support • Production analytics & reporting

Describe the methodologies, tools and software employed
(Expand space as necessary to allow for the responses)

Methodologies

The solution was delivered using PwC's Salesforce.com agile methodology, which is the same methodology we'll use for the TTI. The pilot and releases were delivered using development sprints of 2-4 weeks to allow the client's business leadership to see on-going progress and re-evaluate priorities as additional feedback was received from the clinical users.

Tools

Salesforce.com platform was leveraged for collaboration (Chatter), and project management including issue tracking, requirement tracking, and development features.

Software

The Field Service resource and work order management solution was developed using Salesforce.com's Service Cloud and Force.com platforms along with custom Visualforce components. The FSP mobile application was developed for the iPad using iOS. Additionally, Google Maps was integrated to display field service users on a map and their proximity to a customer in need.

List all deliverables produced by the Proponent:
(Expand space as necessary to allow for the response.)

	Key activities	Key deliverables
Strategy & Assess Phase	<ul style="list-style-type: none"> • Develop project charter and project plan • Onboard project team members • Confirm workspace, workstations and connectivity for all project team members • Confirm availability of necessary hardware, software and other documentations • Review and baseline project plan for design, develop, deploy and maintain phases • Conduct kickoff meeting with project team members and key project stakeholders • Schedule workshops with ARAMARK stakeholders for business requirements review and business process • Conduct series of workshops and discussions with ARAMARK stakeholders to: <ul style="list-style-type: none"> - Develop, review, finalize and prioritize business requirements - Facilitate business process review/validation sessions with appropriate flows - Facilitate technical discussions with ARAMARK Technical resources 	<ul style="list-style-type: none"> • Project charter and project plan • Project onboarding and kick-off material • Develop business requirements • High level business process flows • Change management strategy • High level architecture, data migration and deployment plan

	Key activities	Key deliverables
Design	<ul style="list-style-type: none"> • Develop preview for limited, critical functionality (prototype, wireframe, proof of concept, PowerPoint to illustrate complex concepts) • Conduct series of workshops / sprint sessions with ARAMARK stakeholders to: <ul style="list-style-type: none"> – Expand on the high level process flows into detailed processes – To iteratively design, configure and test Salesforce.com capabilities • Develop and finalize technical architecture including integration • Develop detailed release schedule and plan 	<ul style="list-style-type: none"> • Business process flows • Conference room pilots / demos • Updated release schedule and project plan • Technical design document • Data migration plan • Configuration workbook
Construct	<ul style="list-style-type: none"> • Configure Salesforce.com solution and document / finalize configuration workbooks • Develop and execute detailed interfaces and data migration plan • Complete required custom development for building the expected solution • Develop functional and technical specifications for interfaces and data migration • Build data migration and interface programs (coding and unit testing) • Develop and finalize test scripts • Plan and execute unit, integration, regression and user-acceptance testing • Identify communication and training requirements • Support ARAMARK in developing training material 	<ul style="list-style-type: none"> • Production org and sandboxes configured • Salesforce.com and integration build • Co-created testing strategy and plan • Co-created training documentation with Aramark
Implement	<ul style="list-style-type: none"> • Develop and execute user acceptance test scripts • Develop and execute cutover plan aligned with release schedule / plan • Develop go-no go check list and criteria for each release and support phase • Plan and execute 'Train the Trainer' training with ARAMARK stakeholders (e.g. super users) • Develop long term support plan including support model (knowledge transfer plan, ongoing break/fix vs. enhancements, escalation and resolution process) 	<ul style="list-style-type: none"> • "Train the Trainer" • Long term support model and plan

	Key activities	Key deliverables
Operate & Review Phase	<ul style="list-style-type: none"> Deploy the UAT approved solution into live environment Execute the long term support model and plan Conduct additional training and knowledge transfer sessions to ARAMARK support team (business super users, IT support team) Gather user feedback and monitor user adoption Conduct lessons learned sessions Conduct joint sessions with Salesforce.com Customer for Life to ensure smooth transition for ongoing support Assist ARAMARK to incorporate Salesforce.com solution in their existing Disaster Recovery Plan 	<ul style="list-style-type: none"> Cutover to production (go-live) Knowledge transfer Lessons learned Project closure and sign-off

[Shop all Products](#)
[QuickShop Tools](#)
[Customer Service](#)
[View Cart \(0 items\) | Repeat last delivery](#)

[Coffee, Tea & Cocoa](#) |
 [Cream, Sugar & Cups](#) |
 [Cold Beverages](#) |
 [Snacks & Food](#) |
 [Breakroom Supplies](#) |
 [Drawers](#) |
 [Water Systems](#)

TOOLS
[Previously Purchased](#)
[My Shopping Lists](#)
[Order History](#)
[Repeat Last Delivery](#)

Service location overview
 Landman Financial
 Landman Financial
 723 North Olive St
 Media PA 19063
 Account #: 52323

VOID CATEGORIES
 Creamers
 Sweeteners
 Cups & Lids
 Straws & Stirrers
 Tea
 Lemon

LAST DELIVERY
 15 items in 1 order
 Total \$20,189.300 OR
 Delivered on:
 01/14/2014
[View Invoice](#)

YOU MAY ALSO LIKE

Splenda Sweetener 2000 Count \$27.29

Bigelow Earl Grey Tea \$6.95

Donut Box 2000 Count \$26.27

Splenda Sweetener 800 Count \$18.04

Bigelow English Tiramisu Tea \$6.05

Next Scheduled Delivery Date: 11/11/2010

FREQUENTLY PURCHASED

You have recently ordered the products listed below. The recommended quantity represents your average order for each item over the last six months. Use this information to help you determine what you will need to order for your next delivery. Adjust quantities to your desired level, and choose to add all, or add individual items, to your shopping cart.

Actions: [Select All](#) | [Select None](#) | [Deselect](#)

Select Recommended Items 1-15 of 15 Items

	Recommended quantity	Select desired quantity	
<input type="checkbox"/> Cream, Sugar & Cups (5 Products) <input type="checkbox"/> Gory Sugar Packets, 2000 Count (4671) \$21.59 /	1	1	<input type="button" value="ADD TO CART"/>
<input type="checkbox"/> CoffeeMate 11 oz Canister (1051) \$3.97 / 11 oz Canister	2	2	<input type="button" value="ADD TO CART"/>
<input type="checkbox"/> Mini Mows, 100 Count (1042) \$16.48 / Count	0	0	<input type="button" value="ADD TO CART"/>
<input type="checkbox"/> Synco 5oz Foam Cups (4654) \$22.51 /	2	2	<input type="button" value="ADD TO CART"/>
<input type="checkbox"/> Splenda Sweetener Packets, 100 Count (7529) \$10.83 / Box of 100	5	5	<input type="button" value="ADD TO CART"/>
<input type="checkbox"/> 5 5" Red Stripe Plastic Stirrers (10728) \$1.02 / Box	1	1	<input type="button" value="ADD TO CART"/>

The Dispatch Console

A queue for the Market Center acts as a repository for unassigned work. Managers have the ability to search and sort through a variety of different ways.

1 Queue

Assign/Dispatch Work

Order	Location	Priority	Technician	Work Order	Status	Created Date	Updated Date	Assigned To
10000001	10000001	10000001	10000001	10000001	10000001	10000001	10000001	10000001
10000002	10000002	10000002	10000002	10000002	10000002	10000002	10000002	10000002
10000003	10000003	10000003	10000003	10000003	10000003	10000003	10000003	10000003
10000004	10000004	10000004	10000004	10000004	10000004	10000004	10000004	10000004
10000005	10000005	10000005	10000005	10000005	10000005	10000005	10000005	10000005
10000006	10000006	10000006	10000006	10000006	10000006	10000006	10000006	10000006
10000007	10000007	10000007	10000007	10000007	10000007	10000007	10000007	10000007
10000008	10000008	10000008	10000008	10000008	10000008	10000008	10000008	10000008
10000009	10000009	10000009	10000009	10000009	10000009	10000009	10000009	10000009
10000010	10000010	10000010	10000010	10000010	10000010	10000010	10000010	10000010
10000011	10000011	10000011	10000011	10000011	10000011	10000011	10000011	10000011
10000012	10000012	10000012	10000012	10000012	10000012	10000012	10000012	10000012
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The Dispatch Console is a real time scheduler inside of Salesforce.com to assign, monitor, and view work orders as well as manage field technicians.

Google Maps displays real time Field Technician location and location of work

Dispatch Console – Field Technician Availability

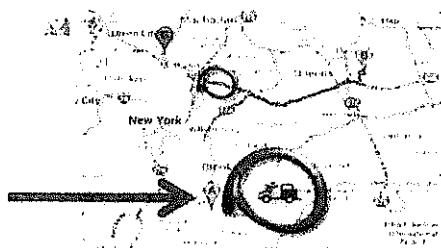
The schedule below shows what has been assigned to which field technician for the day. Managers can view past and future to see what was worked on previously and what work is assigned in the future.

Scheduled Work Orders

Date: 08-01-2014 Query: Realtime - Monday

Field Technician	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00
Anurag Kukam (A)								37"							
Mark Hahn (B)								51"		46"	39"				
Michael V. Goffman (C)										40"	36"				

The calendar icon displays a view of the work performed for the given month and the magnifying glass opens up the google map to display the current location of the field technician.



PwC

Todays work orders

Welcome Richard Kim
aramark

1. ASSET UPDATE
2. TEST
3. CHECK OUT
4. REVIEW

00360726
Rick King
2014.07.31
2014.08.04

INVOICE 42033
Invoice Code

TOTAL PRICE

Rick King
DR

Rick King
rick@abim.org

Today's Work Orders

- High level work order details
- Distance and time to Account
- GPS integration with Google Maps
- Work Order Sort
- Work Order Priority
- Distance and time to Account

Customer Acknowledgement

Welcome Richard Kim
aramark

1. ASSET UPDATE
2. TEST
3. CHECK OUT
4. REVIEW

00360726
Rick King
2014.07.31
2014.08.04

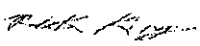
INVOICE 42033
Invoice Code

TOTAL PRICE

Rick King
DR

Rick King
rick@abim.org

Client Signature
Generate PDF



Client Signature

Describe project complexity:

(Expand space as necessary to allow for the response.)

The project is considered complex relative to other implementations for two primary reasons:

1. **Custom, rich user experience** – Salesforce.com was leveraged to accelerate the data and business logic layers. The Field Service resource and work order management solution was developed using Salesforce.com's Service Cloud and Force.com platforms along with custom Visualforce components. The FSP mobile application was developed for the iPad using iOS. Additionally, Google Maps was integrated to display field service users on a map
2. **Complex data model** – The solution was designed to support the high volume transactions of food services industry. Integrations to ERP and e-Commerce platforms and the ability to perform asset management were critical components. Key architectural enhancements were required to ensure the data could move quickly and efficiently through the solution

RSG had challenges adopting its CRM processes, existing service tools were not mobile-enabled, and they did not support basic work-order management. With PwC's Field Service Professional solution—which Aramark has branded FAST (Field Application for Service Techs) internally—the company now has a field service solution that delivers robust functionality to:

- Manage assets
- Manage resources
- Dispatch work orders
- Execute work order Check In and Check Out processes
- Capture the customer acknowledgement of services delivered and associated fees

What were the lessons learned on this project?

(Expand space as necessary to allow for the response.)

The solution goes Live in the next couple of weeks, so we can't share any post go-live opportunities yet, but here's a list of some of our key lessons learned we've tracked along the way:

Category	Lessons learned
Leverage the sponsors to drive compromise	<ul style="list-style-type: none"> • Leverage "champions" that can represent the needs of all users • Active engagement and dispute resolution by project sponsors
Stakeholder engagement	<ul style="list-style-type: none"> • Ongoing engagement with key stakeholders and end-users • Consistent communication throughout project • Frequent, iterative application walk-throughs • Ensure the customer acts on change management areas
Over-engineering the solution	<ul style="list-style-type: none"> • Maximize "out-of-the-box" Salesforce.com capabilities • Minimize extensive custom coding • Involve the End user early with the UI decisions

List ONLY team members who worked on this project and are being proposed as resource in this Proposal please include their name and respective role on this project.

Matt Francis

Matt presented our point of view and plan for Governance to Aramark's business and IT leaders; this is what they're basing their internal governance model on.

Note: Aramark is just going into production. This project has many similarities to TTI. We aren't able to commit any of our key Aramark resource until they go completely live; however, we're happy to work with you to explore availability of these resources once TTI gets up and running.

Our offshore Salesforce.com Centre of Excellence was also a key component of our delivery model.

Project # 3

Client company	Principal Funds
Client Location	Des Moines IA and El Dorado Hills CA
Project Sponsor	Jill Brown
Reference Name (Contact)	Jill Brown
Reference Title or Position	President Funds Group
Reference Telephone Number	+1 916 941 4657
Reference Email Address	Brown.jill@Principal.com
Website URL (if appropriate)	www.Principalfunds.com
Contract Value in \$ (order of magnitude) E.g. <\$500k, >\$500k, >1.5M, etc.	\$1.5M
Project Completion Date	October 2013
Project Duration (months)	12

Project Description

Challenge

- Principal Funds wanted to optimize sales through service processes while replacing its CRM solution for the Distribution Sales team
- They wanted to leverage its newly-defined data strategy (ODS) into the implementation of the new custom Salesforce.com platform
- The CRM transformation effort was heavily dependent on the in-flight data strategy initiative as all relevant CRM data consumed through Salesforce.com will have to be available in ODS from day one
- Despite the small number of integration interfaces, there was complexity in the consumption of data managed in the ODS and daily trade resolution processes

Solution

- Created CRM strategic objectives, sales, and business process capabilities to support customer's new data strategy
- Developed a complex account data model in Salesforce.com to support the unique business relationships and trade resolution processes
- Our Salesforce.com solution included a complex integration with ODS system enabled by a best of breed ETL solution
- The solution included iPad sales application for external sales teams, end-to-end Salesforce.com solution for internal sales teams, service console for Principal support teams

Implementation included:

- Account and contact management
- Custom lead and opportunity management
- Custom literature order and fulfillment integrated with Staples.com

	<ul style="list-style-type: none"> • Custom trade and asset management integrated with ODS • Case management with service console • Solutions knowledgebase (Content) to support both wholesalers and advisors • CTI - Click to Dial • Custom data- integration processes for managing several source systems to and from Salesforce.com <p>Results</p> <p>Key benefits derived included:</p> <ul style="list-style-type: none"> • One global platform to support the Lead Generation-to-ongoing Financial Advisor support • 360 view of the customers (Firms, Advisors/Agents, Platforms, Investments) • Streamline agent productivity by eliminating completion of paper forms and other manual task management • Roll out additional functionality within Salesforce.com to enable the collaboration with external wholesale team and via the use of Chatter and email • Enhanced reporting capability enabled to increase customer management and reach
<p>Proponent's Team's Role (i.e. Scope)</p>	<ul style="list-style-type: none"> • Created Salesforce.com solution strategic objectives, sales, and business process capabilities to support customer's new data strategy • Defined processes, requirements, governance, change management strategy and solution design • Leveraged PwC's hybrid agile methodology to execute business iterations on the platform • Developed a complex account data model in Salesforce.com to support the unique business relationships between firms, offices, advisors and partnerships and their trade resolution processes • Implemented an on-demand and batch integration with system of record (ODS system) enabled by a best of breed ETL solution (Informatica cloud) • Developed analytics to provide valuable insight into the performance at firm and office and provide ranking of advisors by territory and by channel • In developing a mutual fund solution for use by Financial Service professionals, PwC provided a broad array of services including: <ul style="list-style-type: none"> – Requirements gathering – Solution design – Salesforce.com configuration & customization – Web development (jQuery) – Data integration – System testing – Data migration – Deployment – Post go-live support – Production analytics & reporting

Describe the methodologies, tools and software employed:
(Expand space as necessary to allow for the response.)

Methodologies

The solution was delivered using PwC's Salesforce.com agile methodology. The pilot and releases were delivered using development sprints of 2-4 weeks to allow the client's business leadership to see on-going progress and re-evaluate priorities as additional feedback was received from the clinical users.

Tools

Salesforce.com platform was leveraged for collaboration (Chatter), and project management including issue tracking, requirement tracking, and development features.

Software

The mutual fund solution was built using Salesforce.com's Service Cloud and Force.com platform. Additionally, the custom user interface was developed using Visualforce. Google Maps was integrated to display local geographic financial advisors on a map.

List all deliverables produced by the Proponent:
(Expand space as necessary to allow for the response.)

	Key activities	Key deliverables
Strategy & Assess Phase	<ul style="list-style-type: none"> Develop project charter and project plan Onboard project team members Confirm workspace, workstations and connectivity for all project team members Confirm availability of necessary hardware, software and other documentations Review and baseline project plan for design, develop, deploy and maintain phases Conduct kickoff meeting with project team members and key project stakeholders Schedule workshops with PRINCIPAL stakeholders for business requirements review and business process Conduct series of workshops and discussions with PRINCIPAL stakeholders to: <ul style="list-style-type: none"> Develop, review, finalize and prioritize business requirements Facilitate business process review/validation sessions with appropriate flows Facilitate Technical discussions with PRINCIPAL Technical resources 	<ul style="list-style-type: none"> Project charter and project plan Project onboarding and kick-off material Develop business requirements High level business process flows Change management strategy High Level Architecture, Data migration and Deployment plan

	Key activities	Key deliverables
Design	<ul style="list-style-type: none"> • Develop preview for limited, critical functionality (prototype, wireframe, proof of concept, PowerPoint to illustrate complex concepts) • Conduct series of workshops / sprint sessions with PRINCIPAL stakeholders to: <ul style="list-style-type: none"> – Expand on the high level process flows into detailed processes – To iteratively design, configure and test Salesforce.com capabilities • Develop and finalize technical architecture including integration • Develop detailed release schedule and plan 	<ul style="list-style-type: none"> • Business process flows • Conference room pilots / Demos • Updated Release schedule and project plan • Technical design document • Data migration plan • Configuration workbook
Construct	<ul style="list-style-type: none"> • Configure SFDC and document / finalize configuration workbooks • Develop and execute detailed interfaces and data migration plan • Complete required custom development for building the expected solution • Develop functional and technical specifications for interfaces and data migration • Build data migration and interface programs (coding and unit testing) • Develop and finalize test scripts • Plan and execute unit, integration, regression and user-acceptance testing • Identify communication and training requirements • Support PRINCIPAL in developing training material 	<ul style="list-style-type: none"> • Production Org and sandboxes configured • Salesforce.com and Integration build • Testing strategy and plan • Co-created training documentation with Principal
Implement	<ul style="list-style-type: none"> • Develop and execute user acceptance test scripts. • Develop and execute cutover plan aligned with release schedule / plan • Develop go-no go check list and criteria for each release and support phase • Plan and execute 'train the trainer' training with PRINCIPAL stakeholders (e.g. super users) • Develop long term support plan including support model (knowledge transfer plan, ongoing break/fix vs. enhancements, escalation and resolution process) 	<ul style="list-style-type: none"> • "Train the Trainer" • Long term support model and plan

	Key activities	Key deliverables
Operate & Review Phase	<ul style="list-style-type: none"> • Deploy the UAT approved solution into live environment • Execute the long term support model and plan • Conduct additional training and knowledge transfer sessions to PRINCIPAL support team (business super users, IT support team) • Gather user feedback and monitor user adoption • Conduct lessons learned sessions • Conduct joint sessions with Salesforce.com Customer for Life to ensure smooth transition for ongoing support • Assist PRINCIPAL to incorporate the Salesforce.com solution in their existing Disaster Recovery Plan 	<ul style="list-style-type: none"> • Cutover to production (go-live) • Knowledge transfer • Lessons learned • Project closure and sign-off



Sales Summary - Includes Partnerships						
Month	2013 Sales	2011 Redemptions	2012 Sales	2012 Redemptions	2011 Sales	2011 Redemptions
January	\$167,335.09	\$0.00	\$145,831.29	\$0.00	\$10,994.05	\$0.00
February	\$245,854.43	\$0.00	\$246,039.25	\$0.00	\$90,105.00	\$0.00
March	\$51,370.07	\$0.00	\$347,400.20	\$0.00	\$23,803.00	\$0.00
April	\$146,851.73	\$0.00	\$461,222.12	\$0.00	\$1,498.00	\$0.00
May	\$35,261.95	\$0.00	\$16,389.02	\$0.00	\$248,290.00	\$0.00
June	\$132,714.05	\$0.00	\$120,263.05	\$0.00	\$0.00	\$0.00
July	\$291,434.98	\$0.00	\$178,551.23	\$0.00	\$29,103.00	\$0.00
August	\$123,222.91	\$0.00	\$110,942.46	\$0.00	\$80,104.05	\$0.00
September	\$37,583.89	\$0.00	\$70,258.75	\$0.00	\$27,641.74	\$0.00
October	\$24,532.13	\$0.00	\$163,234.20	\$0.00	\$11,438.10	\$0.00
November	\$42,258.23	\$0.00	\$168,315.00	\$0.00	\$51,899.70	\$0.00
December	\$6,997.26	\$0.00	\$73,098.91	\$0.00	\$103,244.43	\$0.00
Total	\$1,442,130.56	\$0.00	\$1,805,271.71	\$0.00	\$655,649.22	\$0.00

Sales Summary by Fund - Includes Partnerships						
Fund	2013 Sales	2011 Redemptions	2012 Sales	2012 Redemptions	2011 Sales	2011 Redemptions
Global	\$0.00	\$0.00	\$21,000.00	\$0.00	\$21,000.00	\$0.00
Income Fund F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Securities Fund A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Securities Fund C	\$0.00	\$0.00	\$77,989.30	\$0.00	\$77,989.30	\$0.00
Securities Fund P	\$6,997.26	\$0.00	\$1,343,141.75	\$0.00	\$1,415,240.23	\$0.00
Total:	\$6,997.26	\$0.00	\$1,442,130.56	\$0.00	\$1,515,229.53	\$0.00

Last 4 Transactions over \$5,000 - Includes Partnerships		
Pending Date	Fund	Sales
11/27/2013	Securities Fund P	\$20,819.74
11/13/2013	Securities Fund P	\$7,544.36
10/21/2013	Securities Fund P	\$12,916.36
10/21/2013	Securities Fund P	\$37,416.00

Describe project complexity:
(Expand space as necessary to allow for the response.)

The project is considered complex relative to other implementations for three primary reasons:

1. Custom, rich user experience – Salesforce.com was leveraged to accelerate the data and business logic layers. The UI was customized and required integrating Salesforce.com Visualforce pages.
2. Complex Security Model – The solution was deployed to financial advisors. Security and privacy of each advisors data had to adhere to FINRA regulations. Key architectural enhancements were required to ensure each advisor was able to enter information in a secure manner and have the flexibility to share data within Principal.
3. Complex Data Model – The solution was designed to support the high volume transactions of mutual fund industry. Integrations to large data stores and the ability to perform daily trade resolution were critical components. Key architectural enhancements were required to ensure the data could move quickly and efficiently through the solution

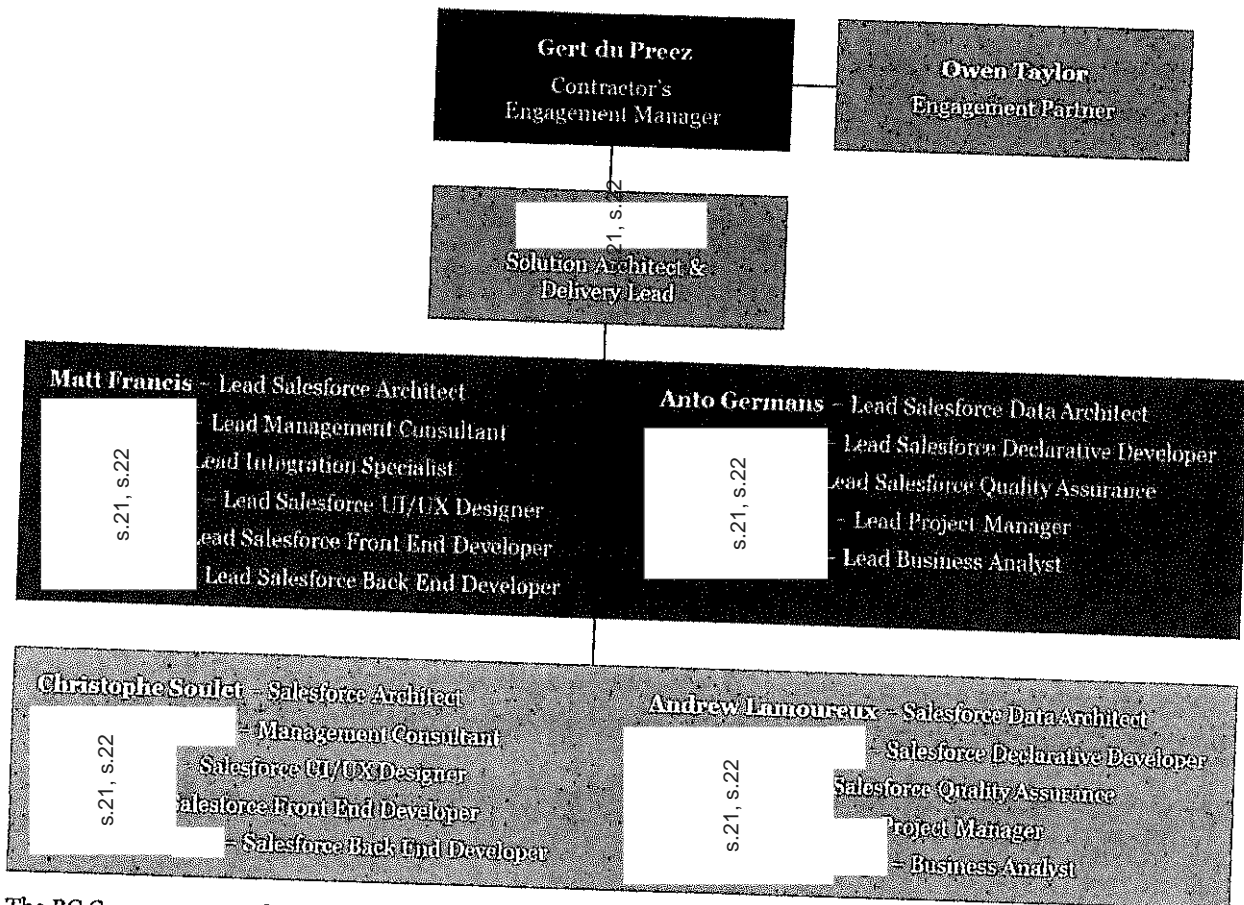
What were the lessons learned on this project?
(Expand space as necessary to allow for the response.)

Category	Lessons Learned
Leverage the sponsors to drive compromise	<ul style="list-style-type: none"> • Leverage “champions” that can represent the needs of all users • Active engagement and dispute resolution by Project Sponsor
Stakeholder engagement	<ul style="list-style-type: none"> • Early engagement with key stakeholders and end-users • Consistent communication throughout project • Frequent, iterative application walk-throughs
Over-engineering the solution	<ul style="list-style-type: none"> • Keep each release simple and focus on the new features • Maximize “out-of-the-box” Salesforce.com capabilities • Minimize extensive custom coding

List ONLY team members who worked on this project and are being proposed as resource in this Proposal please include their name and respective role on this project.

6.1.2.2 Proposed contractor's lead roles

We propose the following team structure and team members:



The BC Government, and the Ministry of Justice in particular, is a priority account for PwC. What this means is that we have a dedicated executive team in place to look after you. This team is led by Owen Taylor as your lead relationship partner for the BC Government account and our commitment to have Owen assigned overall responsibility for this initiative as the Engagement Partner.

At no cost to you, Owen will facilitate a holistic approach to the work we do for you by: knowing your needs and priorities; making sure that our best talent is assigned to you; monitoring the service that we're providing across all of our projects; and connecting you with other leaders in your industry and thought leaders from across our firms to share leading practices and lessons learned.

Owen is supported by Gert du Preez as your Contract Engagement Manager. Also at no cost to you, Gert will oversee all of the activities and deliverables of our team. Working closely with Owen as the Engagement Partner (a proven team that has worked together on many engagements), Gert has the authority to make decisions on behalf of our team, and will have overall accountability for the success of the services provided by each member of the team. Gert will lead the statement of work development and be your primary contact to resolve issues. As we've demonstrated in the past, Owen and Gert work well together and work well with you. Together, they will help drive the success of this initiative now and over the long term.

Our TTI leadership team includes the Solution Architect & Delivery Lead, Matt Francis, Lead Salesforce Architect and Lead Management Consultant.

Our team is linked directly to our Canadian leadership team through Mike Harris, who's our Public Sector practice leader in BC and a member of the Canadian Partnership Board representing BC. Owen and Mike work closely with John DeLucchi, our Managing Partner for the BC region. John and Mike support Owen and our account team to drive connectivity with our global network of resources.

The roles, responsibilities and qualifications of all our team members are presented below.

We've assembled a very strong team to deliver this work. Each of our proposed lead roles has well over five years of relevant experience in their respective categories. Give the page limitation of the resumes we've provided a sample of their relevant work experience and have provided a lot of detail around how each assignment is relevant to the TTI.

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Pages 75 through 114 redacted for the following reasons:

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6.1.2.3 Organization capacity and resources

Appendix E Professional Services Organizational Capacity and Resources

To meet the mandatory requirement, Proponents submitting a proposal for Professional Services **must** complete the following table indicating the number of individuals that are currently working as either employees or subcontractors for the Proponent. If this is a joint proposal, the numbers indicated should be reflective of the combined resources for all Proponent organizations.

A single individual's 2-3 page resume, for each non-Lead resource type, should also be provided to demonstrate the level of expertise for non-Lead resources that will be expected to be delivered by the Contractor.

Non-Lead Salesforce Resource Capacity in Victoria or Vancouver	Number of Individuals CURRENTLY working for Proponent organization(s) in category
Salesforce Architect	30
Salesforce UI/UX Designer	38
Salesforce Front End Developer	92
Salesforce Back End Developer	100
Salesforce Declarative Developer	88
Salesforce Quality Assurance	31
Salesforce Data Architect	29

Total

408

Note

For clarity and transparency, these are the total number of Salesforce.com experienced resources currently working for PwC and our named subcontractors who are aligned to the categories that you have requested. In addition, we have 22 Salesforce.com integration specialists, 32 Salesforce.com project managers, and 70 Salesforce.com functional consultants. This brings the total number of Salesforce.com resources to over 500. As previously stated, we have more than 30 certified Salesforce.com resources located in BC and we are keen to grow this local capacity while drawing on our global experts to help drive the success of this initiative.

We've provided resumes for our proposed non-lead resources in Appendix A.

6.1.2.4 Location of work

Much like the Ministry of Justice and the Tribunals in scope of this initiative, our team has offices in both Victoria and Vancouver. In order to best serve your needs and minimize time and money spent travelling between Victoria and Vancouver unnecessarily; we are proposing an approach which takes advantage of our current locations and the locations of key Justice stakeholders. In general terms, PwC proposes to conduct most of the technical and development work in Vancouver and most of the client facing activities at the location that makes the most sense given the location of the respective Tribunal or Justice representative location.

Our Victoria office is located at 525 Fort Street. Our Vancouver office is located in PricewaterhouseCoopers Place at 250 Howe Street.

Both our Victoria and Vancouver locations noted above are our current, permanent office locations. These offices both have sufficient space to accommodate each team member and have meeting rooms capable of holding at least twelve individuals. We also have an office in the Fraser Valley but do not currently plan to use this location for this scope of work.

PwC's offices are outfitted to a high standard of quality and provide many conveniences for both permanent staff and guests. Both the Victoria and Vancouver offices are equipped with state-of-the-art, high definition Cisco video conferencing systems and high speed data links to enable a life like meeting experience between our staff and between clients and our staff. We intend to use this service to reduce time wasted traveling and keep all of the TTI resources (PwC team members, Ministry of Justice and Tribunal representatives) productive and connected. Most PwC offices around the world are also equipped with this technology, providing us the opportunity in the future to connect with PwC staff and other Justice representatives around the world.

Both of the PwC offices are also equipped with secure guest Wi-Fi access which can be provided to non-PwC staff when they are working / visiting our offices. This will help our integrated teams to be more effective and collaborative throughout this initiative. All PwC offices are equipped with professional presentation capabilities (projectors or large screen televisions) and staff amenities such as coffee and tea services, lunch areas etc.

6.1.3 Price

Appendix F Professional Services Pricing Form

Proponents **must** complete and submit Appendix F Professional Services Pricing Form. Proponents should provide firm pricing by way of all-inclusive hourly rates for all named resources (see section 6.2.2) AND for each of the additional roles named below for the initial term of the Contract (from Contract signing to March 31, 2018). Separate rates, one for work conducted in Victoria and one for work conducted in Vancouver, may be proposed for each of the following time periods:

- 1) Contract signing to March 31, 2016;
- 2) April 1, 2016 to March 31, 2017; and
- 3) April 1, 2017 to March 31, 2018.

All proposed hourly rates **must not** be more than \$250.00.

ROLES	Contract Signing 31 March 2016 All-inclusive Hourly Rate		1 April 2016 – 31 March 2017 All-inclusive Hourly Rate		1 April 2016 – 31 March 2018 All-inclusive Hourly Rate	
	Victoria	Vancouver	Victoria	Vancouver	Victoria	Vancouver
Solution Architect & Delivery Lead*						
Lead Salesforce Architect						
Lead Management Consultant*						
Lead Integration Specialist*						
Lead Salesforce Data Architect**						
Lead Salesforce UI/UX Designer**						
Lead Salesforce Front End Developer**						
Lead Salesforce Backend Developer**						
Lead Salesforce Declarative Developer**						
Lead Salesforce Quality Assurance**						
Lead Project Manager*						
Lead Business Analyst						
Management Consultant						
Project Manager						
Business Analyst (aka Systems Analyst)						

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Salesforce Data Architect**
Salesforce UI/UX Designer**
Salesforce Front End Developer**
Salesforce Back End Developer**
Salesforce Declarative Developer**
Salesforce Quality Assurance**

21

Assumptions

Roles denoted with an * are expected to require travel between Vancouver and Victoria. Our rates are based on 2 trips per month on average and based on full time assignments. Travel in excess of this would require further discussion and agreement with the Ministry.

PwC would prefer to provide the majority of development services / roles (denoted with **) in Vancouver as the majority of resources are currently based there and travel time for non-BC based resources would be reduced, more convenient and more cost effective. Should a requirement for Victoria based development roles exist, PwC would have the ability to provide these services but would require some advanced notice to mobilize the necessary resources. We understand the requirement to provide services in both Victoria and Vancouver and have structured our team in a manner that we believe most closely matches the proximity of our people to the services you require, while also providing the most cost effective solution. We look forward to the opportunity of reviewing and adjusting this approach based on your feedback.

In several places in our response we have referred to the difficult choices we were faced with when selecting the ideal candidates for the lead roles from the resources we have available. First, we know the importance of having strong team members with the specific expertise required of their role. This requirement was our top priority. Second, we wanted to provide a team who know each other and will work as an integrated extension of your Ministry team. Therefore, having consultants who have worked together and are permanently located in British Columbia was also a significant priority. Finally, we know the importance that value for money plays in Public Sector decision making – when faced with similarly qualified individuals where one has travel and foreign exchange considerations and the other does not, we were inclined towards the local resource. Whether, local or traveling, PwC, or independent contractor - we are very confident in the choices we have made and our ability to deliver on our commitments. The team we are presenting is backed by PwC's global network of Salesforce.com capabilities who we are able to draw on as required to encourage your initial and ongoing success. PwC is open to working in a transparent and collaborative fashion with the Ministry to review our resource assignments and make adjustments based on your input.

The RFP did not request information on resources who could do work from offshore locations. Many of our large projects take advantage of the high quality, capacity and cost effectiveness of services available through our Solution Delivery Centres. PwC has proven capabilities in Salesforce.com development utilizing these centres and are open to exploring the increased value and capability that this option could provide to the Ministry.

Although Gert's role as the Contractor's Engagement Manager is not chargeable, we feel it's very important to the success of the TTI. We're prepared to make an investment of up to 50% of Gert's time to meet your requirements in the best possible way.

Appendices

JAG-2014-01511-1

Pages 120 through 138 redacted for the following reasons:

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Value, on your terms

We focus on four areas: assurance, tax, consulting and deals services. But we don't think off-the-shelf products and services are always the way to go. How we use our knowledge and experience depends on what you want to achieve.

PwC Canada has more than 6,500 partners and staff in offices across the country. Whether you're one of our clients or one of our team members, we're focused on building deeper relationships and creating value in everything we do.

So we'll start by getting to know you. You do the talking, we'll do the listening. What you tell us will shape how we use our network of more than 184,000 people in 157 countries around the world—and their connections, contacts and expertise—to ***help you create the value you're looking for.***

See www.pwc.com/ca for more information.

Creating a distinctive client experience

Communicating better helps us understand you better. It means starting with what's important to you and, from there, building a stronger connection.

We recognize that value means different things to different people. For us, it means discovering what value means from *your* perspective—and then working together to achieve it. That's what our brand promise is all about: building relationships to create the value you're looking for.

www.pwc.com/ca



Canada's Best
Diversity Employers

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TRIBUNAL TRANSFORMATION INITIATIVE

PROFESSIONAL SERVICES AGREEMENT

Between

PRICEWATERHOUSECOOPERS LLP

And

**HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
AS REPRESENTED BY THE MINISTER OF
JUSTICE**

NOTICE TO CONTRACTOR

As a contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the Province, and you also fall within the parameters of the *Lobbyists Registration Act*, then it is your responsibility to make this determination and register if necessary.

<i>For Administrative Purposes Only</i>	
Ministry Contract No.:	ATJSB1515257018
Requisition No.:	
Solicitation No.:	AG-JSB-73114
Commodity Code:	_____
<i>Contractor Information</i>	
Supplier Name:	_____
Supplier No.:	_____
Telephone No.:	_____
E-mail Address:	_____
Website:	_____

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**TRIBUNAL TRANSFORMATION INITIATIVE
PROFESSIONAL SERVICES AGREEMENT**

EFFECTIVE DATE: Monday, January 26th, 2015

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the
Minister of Justice

(the "Government" or the "Province")

AND:

PRICEWATERHOUSECOOPERS LLP, doing business as "PwC", an Ontario limited liability partnership
extraterritorially registered in British Columbia as number XL0000016 with an office at 201 - 525 Fort
Street, Victoria, British Columbia

(the "Contractor")

RECITALS:

- A. The Government issued a Request for Proposals for Tribunal Transformation Initiative Professional & Data Residency Services on July 31, 2014, under Ministry of Justice Request for Proposals number AG-JSB-73114 (and published on BC Bid as solicitation number JAG-JSB-73114), as subsequently amended or supplemented by Addendums 1 through 7 (the "RFP");
- B. In response to the RFP, the Contractor submitted a proposal on or before the closing date of the RFP (the "Proposal") and was selected as the successful proponent to provide the services described in this Agreement in support of the Tribunal Transformation Initiative on an as, if and when requested basis; and
- C. The Government and the Contractor now wish to enter into this Agreement by which the Contractor offers to provide the Services on the terms and conditions in this Agreement and any Statement of Work under this Agreement.

IN CONSIDERATION of the premises and mutual promises below, \$1.00 now paid by the Government to the Contractor and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. DEFINITIONS AND INTERPRETATION

Definitions

- 1. In this Agreement, including the recitals, and in each SOW, unless otherwise set out in that SOW or this Agreement, capitalized terms have the meaning given to them in Schedule A (Definitions).

Expressions

- 2. In this Agreement and in each SOW, unless otherwise set out in that SOW or this Agreement, the use of the expression:

"for example", "includes", "including" or "such as" is not limiting; and

"record" has the meaning set out for that term in the *Interpretation Act* (British Columbia).

Interpretation

3. In this Agreement and in each SOW, unless otherwise set out in that SOW or this Agreement:

- a. a reference to time is to Pacific Time;
- b. time is of the essence with regard to times, dates and periods set out in this Agreement and in each SOW and any later times, dates and periods substituted by agreement in writing;
- c. a reference to a section number is to the section in the same part (for example, the main body, the Schedule or Appendix) of this Agreement and a reference to a paragraph is to a paragraph in the same section;
- d. use of the singular includes the plural and vice versa;
- e. use of the neuter includes the feminine and masculine;
- f. headings do not form part of the agreement;
- g. a reference to any enactment refers to it as amended or contained in a later enactment and in force at the applicable time and includes any subordinate enactments made under it;
- h. a reference to "parties" in this Agreement means to the Contractor and to the Province;
- i. a reference to this Agreement or a SOW refers to it as duly amended and novated by the parties at the applicable time and a reference to any other document or to a URL refers to it as novated, altered or replaced at the applicable time;
- j. any consent, approval, option, right or other discretion exercisable by the Province will be in the Province's sole and absolute discretion and be exercised or delivered by the Agreement Manager, unless in relation to a SOW (including any related document, such as a Draft SOW and any proposed change order or any Service Request under a SOW, and its development and execution) or the context indicates it is exercisable by the Client in which case it will be exercised or delivered by the applicable Client contact specified in the document;
- k. any consent, approval or discretion exercised by the Province may be conditional; and
- l. nothing operates as a permit, license, approval or other statutory authority the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services.

No fetter

4. Nothing in or under this Agreement, including any requirement to use reasonable or best efforts, act reasonably or in good faith, or not unreasonably withhold consent or approval, may require the Province to act contrary to its "Standards of Conduct" or "Core Policy and Procedures Manual", including any policies or procedures referenced in those documents, or to act contrary to or interfere with or otherwise fetter the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

5. If any part of this Agreement or of a SOW or its application to any person or circumstance is illegal, invalid or unenforceable, the application of such part to any other person or circumstance and the remaining parts will remain in effect provided the modified Agreement or SOW remains operable.

Conflicts amongst provisions

6. This Agreement consists of the following parts, which prevail in the following order to the extent of any conflict:

- a. the main body of this Agreement;
- b. the Schedules attached to this Agreement, with the main body of a Schedule prevailing over any Appendices to it, except as otherwise set out in that Schedule or Appendix; and then
- c. any documents incorporated by reference in the Agreement.

7. To the extent of any conflict amongst a SOW, any Change Orders to a SOW, a Service Request and this Agreement, the documents prevail as between the Contractor and the Province as represented by the Client who issued the SOW or Order, in the following order:
 - a. this Agreement;
 - b. any Change Order to the SOW from the most recent Change Order to the earliest, with the Change Order prevailing over any documents incorporated in it by reference;
 - c. the SOW before any amendment by Change Order, with the SOW prevailing over any documents incorporated in it by reference, and then
 - d. any Service Request.

II. TERM

"Term"

8. This Agreement begins as of the Effective Date and continues in effect until March 31, 2018, when it ends automatically by expiry, unless renewed or terminated earlier in accordance with this Agreement (the "Term").

Renewal option

9. The Government may, at the Government's sole option, exercisable no more than twice, give the Contractor written notice prior to the expiry of the then current Term of the Government's intention to renew this Agreement for a successive renewal term of two years provided the parties agree as to fees. Within 10 days of that notice, but no earlier than six months prior to the expiration of the then current Term, the Contractor will propose in good faith fees to the Government in writing for its consideration. This Agreement will not be renewed for the renewal term if the Government does not agree in writing to the proposed fees in the Contractor's final offer.

Effect of renewal of Agreement on SOWs

10. Unless stated otherwise in a SOW that continues to the end of the Term of this Agreement, upon renewal of this Agreement, the Client may, by giving written notice to the Contractor:
 - a. renew the SOW, if based on time and expenses, for the period stated in the notice (which must not expire than 90 days after the end of the renewed Term); or
 - b. extend the SOW, if an unfinished fixed price SOW, until Acceptance of the last Deliverable for the fixed price.

Term of SOW

11. Each SOW under this Agreement:
 - a. begins on the later of the date the SOW is executed and delivered in accordance with this Agreement or the date agreed in the SOW; and
 - b. expires no later than the earlier of:
 - i. the date set out in the SOW; or
 - ii. 90 days after the end of the Term.

III. NON-GOVERNMENT CLIENT AND TRIBUNAL AGREEMENT

Requirement for Tribunal Agreement

12. The Government and the Contractor agree that no Client that is not part of the Government may enter into a SOW to order Services, except under a Tribunal Agreement made in accordance with section 13.

Process for entering Tribunal Agreement

13. Upon request by a Client that is not part of the Government to enter into a Tribunal Agreement, the Contractor agrees as follows:
- a. if the Client proposes to the Contractor a draft agreement substantially in the form set out in Schedule L (Form of Tribunal Agreement) attached to this Agreement (the "Draft Tribunal Agreement") that includes draft supplemental terms and conditions that either do not materially alter the terms and conditions of this Agreement or are required by the Client to comply with applicable laws or to address the Client's specific insurance, indemnification, privacy, confidentiality and security requirements (collectively, "Supplemental Terms"), the Contractor will either:
 - i. sign and deliver the Draft Tribunal Agreement to the Client, which will then execute and deliver the draft agreement if the Client did not sign first provided the Client can make the representation described in section 5 of Schedule L (fully executed and delivered, the "Tribunal Agreement"), or
 - ii. negotiate in good faith the draft Supplemental Terms and, upon the parties reaching consensus, the parties will execute the Draft Tribunal Agreement incorporating any agreed upon Supplemental Terms (fully executed and delivered, the "Tribunal Agreement");
 - b. if the Client completes, signs and delivers to the Contractor a draft agreement substantially in the form set out in Schedule L (Form of Tribunal Agreement) without including any Supplemental Terms, the Contractor will execute that draft agreement (fully executed and delivered, the "Tribunal Agreement"); and
 - c. upon execution and delivery of the Tribunal Agreement in accordance with paragraph a. or b. of this section, the Client and the Contractor will be deemed to have entered into a separate agreement on the same terms and conditions as set out in this Agreement, subject to the other terms expressly set out in the Tribunal Agreement, including any agreed upon Supplemental Terms.

Notice of Tribunal Agreement

14. Upon a Tribunal Agreement being entered, the Contractor will provide to the Government notice of that fact, including the effective date and the identity of the Client and its contact information.

No joint liability or obligation

15. For greater certainty, a Tribunal Agreement will not result in the Government and the Client being jointly liable under any of the Contractor's Agreements. A breach by the Client of the Tribunal Agreement will not result in a breach by the Government of the Government's Agreement and a breach by the Government of the Government's Agreement will not result in a breach by any Client of its Tribunal Agreement.
16. No Client will be obliged to, and the Government makes no representation or guarantee that any Client will, enter into any Tribunal Agreement, whether or not it wishes to procure Services from the Contractor, or to procure any Services under a Tribunal Agreement if entered.

Government rights

17. The Contractor agrees with the Government that the Government exclusively owns all Intellectual Property Rights in any Custom Software and related Documentation produced or provided by the Contractor (including by any Subcontractor) under any Tribunal Agreements, whether complete or not, other than any Incorporated Material that is Open Source Code, and to the extent that it does not, the Contractor agrees to assign, or cause to be assigned, to the Government all right, title and interest in such Intellectual Property Rights.
18. The Contractor agrees that the Government is intended to be a third-party beneficiary of those provisions in Tribunal Agreements where expressly referred to as the "Government" and that the Government may enforce those rights under either the applicable Tribunal Agreement as a third-party beneficiary or the Government's Head Agreement.

No Third-Party Beneficiaries

19. Except as expressly provided in this Agreement, including sections 18 and 170, nothing in this Agreement confers or is intended to confer on any person who is not a party to it any benefit or right to enforce any of its provisions.

IV. RESERVED RIGHTS

Rights to obtain Services outside Agreement

20. In addition to any other rights reserved by the Province in the RFP, the Contractor acknowledges and agrees that the Province is not obliged to procure Services from the Contractor under this Agreement in any of the circumstances set out in section 21.
21. With respect to any Services, each Client, in its sole discretion, has the rights to:
- a. not enter a SOW under this Agreement where the Client chooses to use any In-house Resources for those Services for any reason;
 - b. obtain those Services from any In-house Resources, a supplier on the pre-qualified supplier list for professional services created pursuant to the RFP (if any), or, after going through that list (if any), another supplier (which, if pursuant to a competitive procurement, may exclude the Contractor), or any combination of them, where:
 - i. the Contractor is unable to supply sufficient Services Workers for the Services when needed;
 - ii. the Contractor is unable to supply qualified Services Workers in the Roles with the Competencies that the Client, determines, in its discretion, is appropriate for the Services;
 - iii. the Contractor is unable to meet its current obligations under this Agreement;
 - iv. the Contractor is unable to provide a Draft SOW acceptable to the Client within the time period required (if none provided, a reasonable time in the circumstances); or
 - v. the Contractor does not have sufficient Services Workers with the required in-depth knowledge and skills needed for the Services during the initial year of this Agreement;
 - c. not transition an existing application development project under an existing contract between the Province and any person to the Contractor;
 - d. obtain those Services outside this Agreement (without using the pre-qualified supplier list for professional services that may be created under the RFP) under an existing contract between the Province and any person as may subsequently be extended or renewed in accordance with its terms;
 - e. obtain those Services outside this Agreement (without using the pre-qualified supplier list for professional services that may be created under the RFP) where required in relation to any third party product acquired by, or intellectual property rights granted to, the Province before, on or after the Effective Date would restrict the Client from obtaining the Services from the Contractor under this Agreement;
 - f. obtain those Consulting Services outside this Agreement for any reason.

No Reliance on Historic Requirements

22. The Contractor acknowledges and agrees that:
- a. the Province has made, and makes, no representation or guarantee as to the type, timing, volume or values of the Services that may be required or to the number of Tribunals or Clients if any will be on boarded, under this Agreement; and
 - b. the Contractor has been advised that any information provided in the RFP or before the execution of this Agreement with respect to the type, timing, volume and values of or spending on Services or to the potential

number of Tribunals or Clients may not be representative of the needs that may be required or the type, timing, volume and values of or spending on Services or number of Tribunals or Clients under this Agreement.

V. SERVICE ORDERING PROCEDURES AND EFFICIENCY

Authorization needed to proceed with Services

23. The Province must not be charged and is not liable to pay any amount for Services provided unless:

- a. a Statement of Work (as may be modified by Change Order), executed and delivered under this Agreement authorizes those Services; or
- b. a Service Request made by the Province authorizes the Services, which in the case of any Services other than knowledge transfer Services requested on behalf of the Province by the Agreement Manager, must be for Services contemplated by the applicable SOW.

Leveraging prior Deliverables

24. In preparing any Draft SOW or draft change order under this Agreement, the Contractor will leverage any Deliverables provided to Clients under the Contractor's Agreements when appropriate in order to provide the Services in the most efficient and cost-effective manner to all Clients overall.

Prohibited charging for duplication

25. The Contractor must not propose to charge or charge the Province fees under this Agreement to develop any Deliverable comprising Produced Material, including any Custom Software or Documentation, if the Contractor has previously charged fees under any of the Contractor's Agreements to develop the same or a substantially similar Deliverable for the same or a different Client. However, the Contractor may charge fees for any additional Services required to address the specific requirements of a Client that are not met by the Deliverable previously developed.

Prohibited charging for warranty services

26. The Contractor must not propose to charge or charge the Province fees under this Agreement for any Services in respect of a Deliverable to the extent the Services should have been provided at the Contractor's expense due to the Contractor being bound to provide them as warranty services on the same or a substantially similar Deliverable to any Client under any of the Contractor's Agreements.

Change Log

27. If the Province provides the Contractor with access to any application for tracking the status of SOWs and Change Orders from initial request through execution stages ("Change Log"), the Contractor will, at No Extra Charge, use that application and only for the purpose provided. Otherwise, the Contractor will, at No Extra Charge:

- a. create and maintain a log to track the status of all SOWs and Change Orders for the Province from initial request through execution stages, including any rejected (with reasons, if provided by the Province) ("Change Log"); and
- b. provide to the Province, at the Contractor's option, either:
 - i. electronic access to such Change Log throughout the Term and Knowledge Transfer Period, subject to the terms and conditions of any required third party license; or
 - ii. a copy of the Change Log on request any time during the Term and the original upon the end of this Agreement.

Templates for Draft SOWs and draft change orders

28. If the parties to this Agreement agree to any standard template to be used for Draft SOWs or for draft change orders to a SOW, the Contractor will use such template under this Agreement.

VI. STATEMENTS OF WORK

Draft SOW contents

29. On written request by the Client under this Agreement to the Contractor's Engagement Manager, the Contractor, at the Contractor's expense, must prepare and submit within five Business Days (or such other time as may be agreed) to the Client for approval and execution a Draft SOW for the delivery of any requested Services, including Deliverables, based on information provided by or collected from the Province, including:
- a. a unique identifier;
 - b. the name of the Client, including billing information;
 - c. First Management Level for each party;
 - d. date of draft;
 - e. a detailed description of the Services and Deliverables, including any additional Specifications, any additional Service Level Targets;
 - f. the term and any times, dates or periods for any specific Services or Deliverables, including any milestones;
 - g. the application of the Service Request procedure to any specific Services, including any limitations or additional details on the governance process in relation to Service Requests;
 - h. Services Workers and their Roles;
 - i. the identification of connected Systems of which the Contractor should be aware or Systems with which the Deliverable will operate, if any;
 - j. any additional security requirements for Services Workers the Client may stipulate under section 4 of Schedule G (Security Schedule);
 - k. the frequency of any status meetings and reports at any particular stages, if the Client wishes a frequency other than the default interval set out in section 112; and
 - l. the Contractor's estimate of time and expenses or firm quotation for fixed prices or combination of both as requested and further described in sections 30 and 31;
 - m. work location for any specific Services or Roles if not at the Contractor's locations specified under section 44 or if it is desirable to stipulate; and
 - n. additional information as may be requested by the Client.
30. If "time and expenses" pricing (regardless of how named) is requested, the Contractor's estimate in a Draft SOW must:
- a. show for each Role, by Services Worker, the product of an estimate of the hours required to perform the Services and their applicable rates based on the rates set out in Schedule D (Fees and Expenses);
 - b. if applicable, give details and a total estimate of allowable expenses (based on the requirements for expenses set out in Schedule D) expected to be incurred; and
 - c. give the sum of the amounts in a and b, beyond which total amount the Contractor will not charge should it be executed as a SOW (assuming no price impacting Change Order is later made).
31. If "fixed" pricing (regardless of how named) is requested, the Contractor's quote in a Draft SOW must:
- a. give, as requested, the firm fixed price for either each of the Services by Deliverable or other milestone and their total amount, or single all-inclusive fixed price for all Services, beyond which total amount or price the Contractor will not charge should it be executed as a SOW (assuming no price impacting Change Order is later made), with such supporting information as the Province may request;

- b. if excluded from the fixed price, give details and a total estimate of allowable expenses (based on the requirements for expenses set out in Schedule D) expected to be incurred, and
 - c. if allowable expenses are excluded from the fixed price, give the sum of the amounts in paragraphs a and b, beyond which total amount the Contractor will not charge should it be executed as a SOW (assuming no price impacting Change Order is later made).
32. Despite anything to the contrary in a SOW, if a SOW provides for a project plan howsoever named as a Deliverable (the "Project Plan Deliverable") and provides for the provision of Services or Deliverables ("Subsequent Deliverables") in accordance with the Project Plan Deliverable, the provision of the Subsequent Deliverables will not be authorized under that SOW:
- a. until such time as the Project Plan Deliverable receives actual Acceptance (for greater clarity, deemed Acceptance under section 76 will not constitute authorization); and
 - b. to the extent the implementation of the Project Plan Deliverable or any budget set out in or in relation to the Project Plan Deliverable will exceed the maximum fee amount set out in the SOW until the maximum fee amount in the SOW is modified by a Change Order in accordance with Article VII (Change Orders to SOW).

Reaching agreement on Draft SOW

33. If the Client asks the Contractor to consider or make revisions or adjustments to a Draft SOW, the Contractor, at the Contractor's expense, must use all reasonable efforts to consider or make and submit to the Client the revisions or adjustments in the form of a revised Draft SOW within a reasonable time.
34. A Draft SOW will not be binding on the Contractor and the Province as a SOW until executed and delivered or otherwise clearly referenced in a writing signed and delivered by both the Contractor and the Province (through the Client).

VII. CHANGE ORDERS TO SOWS

Initiating change to a SOW

35. If the Client e-mails or gives the Contractor a written request to consider a change to a SOW (including a change that will result in a reduction in Services or cancellation of a Deliverable, and including, despite sections 26 and 27 of Schedule G (Security Schedule), a change in any Included Specifications from those in effect when the SOW was entered), the Contractor must reply in writing within three Business Days or such longer time as the Client may set out in the request with the Contractor's draft change order or advice explaining that the proposed change is not technically feasible.
36. In the Client's discretion, the Client may consider a draft change order to a SOW initially proposed by the Contractor.

Draft change order contents

37. Each draft change order must identify the SOW that would be changed and include:
- c. a description of the change, including any impacts, risks and mitigation or back-out strategies;
 - d. proposed change priority, taking into account any impacts or risks on the Expert System, Dispute Resolution Suite or Province of not proceeding with the change;
 - e. as appropriate, the information required for a Draft SOW, including, if the proposed change would have a material cost impact (whether a resulting increase or decrease), the Contractor's reasonable time and expenses estimate and whether a cost or reduction to the Province or fixed price quotation or reduction (depending on the pricing structure in the SOW).

Reaching agreement on draft change order

38. If the Province wants the Contractor to implement the proposed change or make changes to the draft change order, the Province will notify the Contractor within five Business Days or such longer time as the parties may agree, and, if the parties agree as to terms, including any cost or reduction impact, for a draft change order, the parties will record the change in a Change Order signed and dated by both parties.
39. If the parties cannot reach agreement as to the cost or reduction impact, but are agreeable on all other proposed provisions set out in the unexecuted change order and the Province still wishes to proceed with the change order, then the Province will refer it to the dispute resolution process.
40. The Contractor's consideration, preparation and submission of a draft change order and consideration or making of any revisions or adjustments to it will be done without charge to the Province.
41. Upon execution of a Change Order by the Contractor and the Province, the Contractor will proceed with implementing the change in accordance with the Change Order and a reference in this Agreement to the SOW will then refer to the SOW as modified by the Change Order.
42. A Change Order will not affect any right or obligation that arises before the changes in it take effect.

VIII. SUPPLIES AND WORK LOCATIONS

Supply of various items

43. Except as set out in this Agreement or the applicable SOW, the Contractor must supply at its own expense 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 157. Without limiting the foregoing, this includes:
 - a. office space, workstations, development tools and software residing on workstations, power, and appropriate Internet access and management for remote access for the provision of Services at the Contractor's location; and
 - b. ensuring that such facilities and equipment:
 - i. provide data back-up and restore capabilities;
 - ii. protect the Province's Confidential Information and Personal Information; and
 - iii. comply with the Contractor's obligations in section 142 (security).

Work location

44. Unless this Agreement, the applicable SOW or the Province otherwise instructs, the Contractor (including any Subcontractors) will perform the Services at its locations specified in Schedule C (Roles, Approved Services Workers, Subcontractors and Locations) or such other location as the Province consents in writing in advance as meeting the Province's requirements for the location as set out in the RFP and this Agreement, including Schedule G (Security Schedule). Where Personal Information within the meaning of the Schedule F (Privacy Protection Schedule) is at risk, the Province's consent, if any, will be subject to any written direction made under that Schedule and the requirement for such a direction.

IX. SERVICE PROVISION

Provision of Services

45. The Contractor agrees to provide the Services in accordance with this Agreement and the applicable SOW, as, if and when requested by the Province in accordance with this Agreement.

Transition Services

46. If required in a SOW to provide any transition plan for approval by the Province or other services to transition to the Services, the Contractor must perform such services, which may include any applicable obligations set out in an approved transition plan, in a co-operative, orderly, effective and efficient manner with minimal interruption of services or disruption to the Province.

General performance requirements

47. In performing the Contractor's obligations under this Agreement, the Contractor must:

- a. comply with all applicable laws;
- b. except as otherwise set out, perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
- c. perform the Services to meet or exceed the applicable Specifications and Service Level Targets;
- d. comply with any reasonable instructions (in writing or otherwise) as to the performance of any Services given by the Province from time to time - including to work co-operatively and participate in meetings with, and provide reasonable assistance and information to, In-house Resources, Designated PaaS provider and the Province's other suppliers that may be involved in performing different aspects of a project in support of the Tribunal Transformation Initiative or providing a service to the Client - but, except as otherwise set out in this Agreement or the applicable SOW, the Contractor may determine the manner in which the instructions are carried out;
- e. comply with all obligations imposed on users of the Designated PaaS by the Designated PaaS provider and not do or omit to do anything that would put the Government or Province in breach of any agreement or license it may have with the Designated PaaS provider where Contractor has prior notification in writing; and
- f. to the extent necessary to properly perform the Services, include tasks that are customarily part, or reasonably required for the proper performance, of the requested Services, whether or not requested (for greater clarity, this paragraph is not intended to expand the scope of the Services or to require a higher standard of Service delivery than that otherwise described under this Agreement).

Recording lifecycle changes

48. If the Province provides the Contractor with access to any application for documenting the lifecycle of any Custom Software or changes the Contractor makes to any of the Province's Systems, the Contractor will use such application to document all changes the Contractor makes under this Agreement in a timely manner, at No Extra Charge to the Province.

X. INCIDENTS AND SUPPORT SERVICES

Service Requests to Service Desk for Incidents

49. The Contractor will accept Service Requests for Incidents through its Service Desk under the applicable SOW for Development Services specifying production support or for Application Management Services, subject to the limitations for such Service Requests specified in the SOW (for example, any limitations on who may make Service Requests on behalf of the Client).

Incident tracking and reporting

50. Unless Justice or the Client to the SOW provides access to and instructs the Contractor to use any application for tracking and reporting Incidents and their resolution, the Contractor will:
- a. maintain for the Province's records a log (which may be in electronic form) describing each Incident, the related Service Request number, other tracking or log number (if any) for Incident identification, the date the Incident was notified, Priority, the identity of the Services Worker responding to the Incident, the date the Incident was resolved or closed and its resolution, and make the log available upon request to the Province at No Extra Charge; and
 - b. if such records are maintained in an application, upon request, use reasonable efforts to provide the Province with remote access to the Province records in the application, including any necessary license, which if the Contractor is not able to provide pursuant to section 157, will not be provided unless the Province first agrees to the terms and conditions of the license (including any fees or expenses).

Additional performance requirements for Application Management Services

51. For each SOW requiring the Contractor to supply Application Management Services, the Contractor will perform those Application Management Services in a manner, except as the Specifications in the applicable SOW otherwise require:
- a. ensuring that stability, availability and performance of the Expert System and Dispute Resolution Suite and any other Custom Software in the production environment is maintained or improved other than during scheduled maintenance windows agreed by the Province; and
 - b. not causing any default or malfunction in any connected System identified in the SOW.

Notice of unavailability or degradation of Systems

52. If the Contractor becomes aware that any Incident or Application Management Services or Development Services performed or to be performed affects or will affect the availability of the Expert System, Dispute Resolution Suite or other System to other users of the Province, the Contractor must notify the Agreement Manager and, if not the same, the Government's Agreement Manager to coordinate any user messaging.

XI. SERVICE LEVELS

Applicable Service Level Targets

53. The Service Level Targets in Schedule J (Service Level Targets) apply to all Development Services and Application Management Services initiated by Service Request.
54. A SOW may set out additional Priority levels with Service Level Targets or, if not less stringent than those set out in Schedule J, new or different Service Level Targets.

Root Cause Analysis and resolution for repeated missed Service Level Targets

55. If the Contractor misses any Priority 1 Service Level Target once or any other Service Level Target three times in any six month period, the Contractor will, at its expense:
- a. perform a Root Cause Analysis to identify the cause of any missed Service Level Target upon its occurrence;
 - b. diligently attempt to rectify the cause or provide a workaround solution, as appropriate,
 - c. if appropriate given the cause, develop and implement a preventative plan to avoid similar missed Service Level Targets from occurring in the future; and
 - d. at any status meeting or other review required under a SOW review any Root Cause Analysis performed and any rectification or preventative action taken in the previous period.

Service Level Reports

56. Unless otherwise agreed, the Contractor must provide to the billing Client a report (the "Service Level Report" no later than the date of the statement of account for the same period as billed (and, if that billing period is less frequent than monthly, no later than the 5th day of each month for the previous month as well), setting out the Service Level Target and the Service Level for each Service.

Credits for missed Service Level Targets

57. If any credit scheme for missed Service Level Targets is set out in Schedule J or the applicable SOW and the Service Level for any Service falls short of the applicable Service Level Target as measured monthly unless otherwise specified, the Contractor must (except to the extent the failure was caused by an Event of Force Majeure) pay the Province the amount calculated in accordance with the scheme, which may be in the form of a credit applied to the next invoice under the SOW.

Other remedies for missed Service Level Targets

58. The Province may remedy any defects in the provision of any Service the Province determines critical caused by the Contractor's failure to meet any Service Level Target or to appoint third parties to do so on 48 hours' notice to the Contractor, in each case at the Contractor's expense, if the Contractor have not corrected the defects within that notice period.

59. In case of multiple failures to meet Service Level Targets that permit a termination right, the Government may, in the Agreement Manager's discretion and without prejudice to its termination right or any other remedies it may have:

- a. require a letter of apology from the president or chief executive officer of the Contractor to the Province's Third Management Level under all of the Contractor's Agreements;
- b. bar the Contractor from bidding or submitting proposals on, or entering, any future contracts with the Government as represented by the Minister of Justice for a period up to three years from written notice; or
- c. both paragraphs a and b.

XII. DELIVERABLES, INCLUDING DOCUMENTATION

Requirements for Deliverables

60. The Contractor must provide the Deliverables specified in the SOW to the Province by the times and, if applicable, the quantities, forms and formats, set out in the SOW.

61. Each Deliverable must:

- a. be complete and accurate;
- b. meet the applicable Specifications;
- c. in the case of any software Deliverable, meet any Acceptance Criteria;
- d. in the case of any Deliverable in record form, unless otherwise specified,
 - i. be in English;
 - ii. in electronic form and in any of the following formats as specified in the SOW: Microsoft Word, Excel, Project, Visio or other format acceptable to the Government as a standard; and
- e. in the case of Documentation:
 - i. be current and describe completely and accurately the design of, and how to safely and efficiently configure, use, test, maintain or support, the Deliverable to which it pertains;
 - ii. adequately explain key terms and symbols; and

- iii. be sufficiently understandable for the Services on such Deliverable to be transitioned to and continued or supported (including enhanced or updated) by the Province or another service provider at the end of this Agreement without assistance from the Contractor.

Documentation for Custom Software

62. If the parties have not specified in the SOW the quantity, format and time for delivery of Documentation relating to any Custom Software to be provided, the Contractor must, at No Extra Charge, deliver:
- a. to the Client, upon delivery of the Custom Software Deliverable, at least **one** electronic copy of associated Documentation in any Government standard format if the Province does not instruct which format;
 - b. to the Client, when delivering any change, correction or replacement to the Deliverable (for example, while providing warranty service or Application Maintenance Services), Documentation in similar quantity and format to supplement or replace earlier Documentation to completely and accurately reflect the change; and
 - c. upon request from time to time, to the Government's Agreement Manager, a current electronic copy of the Documentation provided to the Client.

Inclusion of Copyright Notice

63. Except as otherwise instructed in writing by the Government, the Contractor must incorporate into all copyrightable Custom Software and related Documentation, identifying copyright ownership of any Incorporated Material and related Documentation as appropriate, a copyright notice as follows:

Copyright © Her Majesty the Queen in right of the Province of British Columbia, [year]. All rights reserved.

64. Except as otherwise instructed in writing by the Province under this Agreement, the Contractor must incorporate into all copyrightable Produced Material other than Custom Software and related Documentation a copyright notice identifying the Province as the copyright owner, the year of copyright and a statement reserving all rights, with details identifying copyright ownership of any Incorporated Material as appropriate.

Custom Software and related Documentation Deliverables

65. With respect to any Custom Software or related Documentation Deliverable under this Agreement, the Contractor must not:

- a. without the prior written consent of the Government, include any Disabling Code;
- b. provide any such Deliverable that derives from, consists of, embeds or incorporates any Open Source Code; provide any Service in relation to such Deliverable that introduces Open Source Code into any of the Government's or Province's Systems or computer code (whether owned by or licensed to the Government or Province); or use any Open Source Code to create, modify (including enhance or update), assemble, compile, produce or otherwise develop such Deliverable:
 - i. if the Open Source Code licence or terms contain any copyleft requirements or would require the Deliverable or any of the Government's or Province's Systems or computer code (whether owned by or licensed to the Government or the Province) to:
 - (1) be made accessible or distributed in source code form to others;
 - (2) be licensed to others for the purpose of making derivative works;
 - (3) be licensed to others under terms that allow reverse engineering, reverse assembly or disassembly or other study for any purpose; or
 - (4) be redistributable to others at no charge; or
 - ii. without the prior written consent of the Government, which may be given in the circumstances in Schedule K (Permitted Open Source Code) or a separate writing unless instructed otherwise in writing by the Government, if the Open Source Code licence or terms imposes none of the requirements in subparagraph i; or

- c. without the prior written consent of the Government, which is unlikely to be given for the Expert System or Dispute Resolution Suite, provide any such Deliverable that otherwise embeds or incorporates any Incorporated Material or derives from or consists of any Licensed Software,

and, in the case of any third party Licensed Software so consented to, has granted and assigned to or obtained for the Government a license or sublicense for such Licensed Software on terms and conditions acceptable to the Government.

66. A breach of section 65 by the Contractor in relation to a Deliverable provided under a Tribunal Agreement will be considered a breach of not only that Tribunal Agreement and SOW, but a breach of the Government's Agreement.

Deliverables other than Custom Software and related Documentation

67. With respect to any Deliverable other than Custom Software or related Documentation Deliverable under this Agreement, the Contractor must not, without the prior consent of the Province in a SOW or other writing under this Agreement, and, in the case of any Licensed Software, without having granted and assigned to or obtained for the Province a license or sublicense for such Licensed Software on terms and conditions acceptable to the Province:

- a. include any Disabling Code in anything provided to the Province under this Agreement, including any Deliverable and the media on which it is on;
- b. provide any Deliverable that derives from, consists of, embeds or incorporates any Open Source Code; provide any Service that introduces Open Source Code into any of the Province's Systems or computer code (whether owned by or licensed to the Province); or use any Open Source Code to create, modify (including enhance or update), assemble, compile, produce or otherwise develop any Deliverable:
 - i. if the Open Source Code licence or terms contain any copyleft requirements or would require the Deliverable or any of the Province's Systems or computer code (whether owned by or licensed to the Province) to:
 - (1) be made accessible or distributed in source code form to others;
 - (2) be licensed to others for the purpose of making derivative works;
 - (3) be licensed to others under terms that allow reverse engineering, reverse assembly or disassembly or other study for any purpose; or
 - (4) be redistributable to others at no charge; or
- c. provide any Deliverable that derives from or consists of any Licensed Software, or embeds or incorporates any Incorporated Material.

Authorized Disabling Code

68. To the extent any Deliverables contain any Disabling Code consented to in accordance with this Agreement, the Contractor must provide the Province and, if Custom Software or related Documentation, the Government as well, with the necessary key, password or other means such that the Province or, if Custom Software or related Documentation, the Province and the Government, will have continued access to and use of the Deliverable without technical limits of any kind or recourse to the Contractor.

Unauthorized Disabling Code

69. Despite any other provision in this Agreement and without limiting any other remedies the Province or the Government may have, to the extent any Deliverable or medium containing any Deliverable provided under this Agreement contains any Disabling Code without the consent required under this Agreement, the Contractor must, at the Government or the Province's request and at the Contractor's expense, diligently fix (by safely and permanently removing the Disabling Code, or quarantining the Disabling Code or providing a work-around or providing the Province with the necessary key, password or other means such that the Province will have continued access to and use of the Deliverable without technical limits of any kind or recourse to the Contractor, as appropriate) or replace the Deliverable.

Authorized Open Source Code

70. To the extent any Open Source Code or use of Open Source Code is consented to in accordance with this Agreement, the Contractor must provide at the time of delivery of the Deliverable or Service, the applicable Open Source Code license and sufficient detail for the Province, and in the case of Custom Software and related Documentation, the Government, to identify the extent to which the license applies to the Deliverable or the Government or Province Systems or computer code.

Unauthorized Open Source Code

71. Despite any other provision in this Agreement and without limiting any other remedies the Government or Province may have, to the extent any Deliverable without the consent required under this Agreement is derived from, consists of, embeds or incorporates any Open Source Code or any Open Source Code is introduced into any of the Government's or Province's Systems or other computer codes in breach of section 65 or 67, the Contractor must, at the Government's or Province's request and at the Contractor's expense, diligently fix (by providing substitute code or a work-around, or de-coupling or unbundling the open source components, as appropriate) or replace the Deliverable.

XIII. ACCEPTANCE PROCEDURES FOR DELIVERABLES

SOW may vary

72. Unless otherwise agreed in the SOW, sections 73 through 79 apply to each Deliverable.

Submission

73. The Contractor must review or test for and fix any non-compliance with the applicable requirements of the SOW and this Agreement for each Deliverable before submitting it to the Province with:

- a. notice that it is ready for validation or approval as to Acceptance; and
- b. if a software Deliverable, the test scripts and results used by the Contractor to verify the compliance of the Deliverable.

Province validation and Acceptance or rejection

74. Within 30 days or such longer period as may be agreed (the "Acceptance Period") of receiving the Deliverable and information under section 73, the Province will:

- a. validate, by evaluation, review, testing (using Contractor provided or Province developed test scripts, if applicable) or other means, whether that the Deliverable complies with section 61; and
- b. give written notice to the Contractor as to whether the Deliverable is non-compliant or is accepted as compliant.

Province approval of plans

75. The Province may request the Contractor to make changes to a project plan or other Deliverable in record form that requires approval under the SOW before the Province gives its approval and, hence, its Acceptance, for that Deliverable. The changes will be at No Extra Cost, unless otherwise provided in the fixed price SOW.

Deemed Acceptance

76. If the Province fails to give notice within the Acceptance Period as to whether a Deliverable is compliant or non-compliant and, in the case of a software Deliverable where the parties did not agree to a later date for the Deliverable to put into First Productive Use, the Province's Acceptance of that Deliverable will be deemed.

Rectification and resubmission

77. If the Province gives the Contractor notice that the Deliverable is non-compliant during the Acceptance Period, the Contractor must, at its expense, fix or replace it, within 10 Business Days or such other reasonable time period as may be agreed (the "Rectification Period").
78. If within the Rectification Period, the Contractor resubmits the Deliverable to the Province with notice that it is fixed and ready for revalidation and in the case of a software Deliverable, associated test scripts and results, the Province will be entitled to revalidate the Deliverable before Acceptance and the Acceptance Period will begin again.
79. If the Contractor fails to resubmit the Deliverable to the Province with notice that it is fixed within the Rectification Period or if, during the Acceptance Period after that Rectification Period, the Province gives the Contractor notice that the Deliverable is still non-compliant or is non-compliant in another way, the Province may:
- extend the Rectification Period for the Contractor to fix the Deliverable;
 - elect to repeat the procedures set out in sections 77 through 79;
 - revise the Specifications to allow for the non-compliance, logging it in the Change Log, and negotiate an appropriate reduction in the applicable fees to reflect the revised Specifications; or
 - treat it as a fundamental breach of the SOW.

XIV. LIMITED WARRANTIES

Deliverables Warranty

80. The Contractor warrants that each Deliverable for its Warranty Period will:
- be fit for the purpose specified under this Agreement;
 - meet or exceed the Specifications and all other requirements agreed in writing in or under this Agreement (including the applicable SOW) for that Deliverable and in the case of any enhancement, update or, unless expressly agreed in writing otherwise, fix, to a previous Deliverable, not materially decrease the functionality of any previous Deliverable;
 - be complete and accurate and not require any other information, human resources, products or services in order for the Deliverable to operate and function, except as agreed in or under this Agreement for that Deliverable; and
 - be free of defects or bugs that may impair the operation, functionality or performance of the Deliverable, the Expert System, the Dispute Resolution Suite or of any System identified in the relevant SOW with which that Deliverable operates or that results in the loss or corruption of data.
81. The Contractor will not be responsible for any breach of warranty in section 80 or the applicable SOW to the extent that it results from the use or modification by the Government, Client or the Province's authorized users (other than the Contractor, including its Subcontractors) in a manner that is inconsistent with its Specifications or Documentation.
82. If a breach of any warranty set out in section 80 or a SOW, except as set out in section 81, is brought to the attention of the Contractor during the Warranty Period, the Contractor, at the Contractor's expense, will expeditiously use all reasonable efforts (which efforts will survive the expiration of the Warranty Period):
- to modify or replace the Deliverable so that it does comply with the applicable warranty; and if that is not commercially practical in the Contractor's discretion, then
 - to be in substantial compliance with the applicable warranty.

To the extent paragraphs a and b are not in Contractor's reasonable discretion commercially practical, then, the Contractor must return an appropriate portion of any payment made, or adjust the fees payable, by the Province with respect to the Deliverable. Warranty claims must be made prior to the expiration of the Warranty Period and failure to make Warranty claims during such period shall result in a complete waiver of any such claim.

83. Each resulting corrected or replacement Deliverable provided to remedy a breach of warranty set out in section 80 or a SOW during its Warranty Period will be warranted for a new Warranty Period of the same length.
84. OTHER THAN THE REPRESENTATIONS AND WARRANTIES SET OUT IN THIS AGREEMENT AND A STATEMENT OF WORK, THERE ARE NO OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

Additional warranties in SOW

85. Nothing in this Agreement limits the parties from agreeing to any additional warranties in a SOW for the purposes of that SOW.

XV. KNOWLEDGE TRANSFER PLAN

Framework for Knowledge Transfer Plan

86. Except as otherwise instructed by the Government's Agreement Manager in relation to any of the Government's confidential information or Intellectual Property Rights in Custom Software or related Documentation, upon request by the Agreement Manager in a SOW, the Contractor must prepare and provide a framework for a Knowledge Transfer Plan, intended to be later developed and transformed into a Knowledge Transfer Plan, for review and approval of the Province that includes:

- a. pre-transfer services, including:
 - i. notifying Subcontractors and Services Workers of procedures to be followed during the Knowledge Transfer Period;
 - ii. freezing all non-critical software changes;
 - iii. updating source codes for all Custom Software;
 - iv. updating Documentation, including a change record of all changes made to any software or system under this Agreement and Incident and Problem tracking records;
 - v. reviewing with the Province or, as the Province may instruct, In-house Resources or the Province's new service providers, the latest status of Services and Deliverables in-progress under each SOW, and Services and Deliverables expected to be provided by the Contractor and by which Services Workers;
 - vi. reviewing with the Province or, as the Province may instruct, the Province's In-house Resources or new service providers all Documentation (unless superseded with other Documentation);
- b. transfer services during the Knowledge Transfer Period, including:
 - vii. maintaining the then current Services Workers throughout the Knowledge Transfer Period, unless the substitution or withdrawal of each such Services Worker is approved by the Province in accordance with this Agreement;
 - viii. performing any unfinished pre-transfer services;
 - ix. providing Services that overlap with services provided by the Province's In-house Resources or new service providers or allowing the Province's In-house Resources or new service providers to shadow the Contractor's provision of the Services under extant SOWs for the purpose of training and knowledge transfer;

- x. completing any extant SOWs, unless otherwise instructed by the Province; and
- xi. delivering all property of the Province provided to or obtained or produced by the Contractor in connection with this Agreement, including Deliverables (including Documentation and all New Source Code and all other source code comprising Material other than Incorporated Material), whether or not complete, records of Personal Information, records of Confidential Information of the Province, and any other Materials, when no longer required by the Contractor to perform the Services, to the Province, except for any property the Province instructs to be delivered to the Province's new service providers;
- c. post-transfer services during the Knowledge Transfer Period, including answering questions regarding the pre-transfer and transfer services on an "as needed" basis; and
- d. such other matters that the Contractor considers appropriate or the Province requests that would if implemented ensure the transition from the Services to replacement services provided by the Province or the Province's new service providers in a co-operative, orderly, effective and efficient manner with minimal interruption of services, reduction of Service Levels or disruption to the Province.

Knowledge Transfer Plan

- 87. If, as and when requested at the hourly rates set out in Schedule D or on the terms pursuant to a SOW, the Contractor will update and develop the previously approved framework for a Knowledge Transfer Plan and provide the Province with, for the Province's review and approval, a Knowledge Transfer Plan that is capable of being implemented.
- 88. Upon becoming aware of conflicting provisions in different Knowledge Transfer Plans or conflicting obligations or instructions under different Contractor's Agreements in relation to any Custom Software, related Documentation or New Source Code, the Contractor's Engagement Manager will bring the matter to the attention of the Government's Agreement Manager and the Agreement Managers under the applicable Tribunal Agreements for resolution, which may be at a meeting under section 110, and final instruction from the Government's Agreement Manager. In the absence of receiving any such instruction from the Government's Agreement Manager in a timely manner to enable the Contractor to comply with its obligations, the Contractor will resolve the conflict in favour of the Government.

XVI. WORKERS AND SUBCONTRACTING

Competency of Services Workers

- 89. The Contractor must ensure that only Services Workers in Roles are employed or retained to perform the Services and that Services Workers are:
 - a. employed or retained to perform those Services in compliance with applicable laws;
 - b. qualified and competent to perform the Services for which they are performing and, without limiting the foregoing, have the necessary Competencies described for the Roles they are filling; and
 - c. properly trained, instructed, and supervised, including with respect to the Contractor's obligations in this Agreement that are intended to minimize privacy breaches and security risk to the Province.

Approved Services Workers in Lead Roles

- 90. The Contractor agrees that only Services Workers identified in Schedule C (Roles, Approved Services Workers, Subcontractors and Locations) or otherwise approved by the Province under section 93 will fill the Lead Roles with the responsibilities and Competencies for which they are named unless removed in accordance with this Agreement.

Removing Services Workers in any Role

- 91. Without prejudice to the Province's other rights, including to terminate the applicable SOW or this Agreement for cause, the Province may require the Contractor to remove any Services Worker from providing the Services if the Province has concerns with their suitability or performance or non-performance of the Services or compliance with

this Agreement or the Province's conflict of interest policies in which case the Contractor must remove that Services Worker:

- a. immediately, if the Province indicates that the person poses a security risk; and
 - b. on five Business Days' notice, in all other cases.
92. The Contractor agrees that no approved Services Worker will be removed from a Role or the Services they were providing, moved to a different Role from which they were approved, or kept in the Role but redeployed in a way that substantially reduces their availability to provide Services in relation to the Tribunal Transformation Initiative during critical periods such as the Knowledge Transfer Period, without the prior written consent of the Province. Reasonable notice in the circumstances instead of consent will suffice where the Services Worker is no longer employed or retained by the Contractor or Subcontractor as a result of the Contractor's or Subcontractor's termination of the employment or subcontract for the Services Worker for cause, death or the Services Worker has taken any unexpected leave from their employment with the Contractor or Subcontractors.

Replacing or adding Services Workers

93. Within 10 Business Days of providing or receiving a notice under section 91 or 92, plus any additional time as may be reasonably required in order to complete the screening requirements required of Services Workers in Schedule G (Security Schedule), including Appendix G1, and any additional security screening checks as may be required, and whenever proposing any additional individual (or a choice of individuals) in a Role for the Province's written approval, the Contractor will:
- a. give preference to proposing an individual who has experience, skills and qualifications that match or exceed the departing Services Worker, and who consequently meet the same Competencies for the Role;
 - b. give the Province the proposed individual's name, experience, skills and qualifications, including Competencies, for the Role, which should be similar in detail as requested in Part B, section 6.1.2.2 of the RFP for the initial proposed worker for the Role; and
 - c. without limiting the Province's right to subsequently conduct a security-focused interview under Appendix G1 of Schedule G (Security Schedule), comply with the screening requirements required of Services Workers in Schedule G (Security Schedule), including Appendix G1 and any additional security screening checks required for the Role.
94. If the Province does not find that the proposed individual (or any of the proposed individuals if more than one proposed) meets the criteria specified in this Agreement for a Services Worker or the Key Role, the Province may require the Contractor to propose a new individual until an acceptable individual is found.
95. The Province may agree to a temporary replacement for a departed or departing Services Worker on an interim basis until an acceptable replacement Services Worker for that Role is available.
96. Without limiting the Province's rights in section 21.b, if the Contractor fails to propose and make available an individual acceptable to the Province within 21 days of providing or receiving a notice under section 91 or 92, the Province will be entitled to any difference in fees and expenses charged to the Province by a third party to provide the services that would otherwise be provided by departed Services Worker until such time as the Contractor proposes and makes available an acceptable Services Worker.
97. The Contractor must not charge the Province for any costs the Contractor incurs in proposing any new, additional or replacement Services Worker in Key Role.

Contact Information for Services Workers

98. Within 10 Business Days of the Effective Date and whenever any Services Worker is added or change made to contact information previously provided, the Contractor will provide to the Province the telephone number for the mobile telephone of each Services Worker.

Knowledge transfer

99. Before replacing any Services Worker, the Contractor will propose for the approval of the Government's Agreement Manager a training plan, prepared at the Contractor's expense, to minimize the impact of the replacement on the delivery of Services under affected SOWs, which will generally contemplate 70 hours of training (the "Training Period") and include Systems and other knowledge transfer to an equivalent level of Services know-how as the departing Services Worker and job shadowing of the departing Services Worker.
100. The Contractor must educate, at No Extra Charge, the replacement Services Worker in accordance with the approved training plan. Accordingly, no hourly rate for Services performed by the replacement Services Worker that might otherwise be payable under this Agreement during the Training Period will be charged to, or payable by, the Province.

Adding new Roles

101. The Government and the Contractor may agree to additional roles to the Roles by amending Schedules C and D to the Government's Agreement.
102. If a role is not set out in this Agreement, the Client and the Contractor may agree to add the role by describing the role (including primary responsibilities, skills, experience and qualifications, and hourly rate if applicable) in the SOW for the purposes of that SOW only, provided that the Contractor provide to the Government's Agreement Manager as set out in the Government's Agreement the details of the responsibilities and competencies for the proposed role and applicable rate.

Subcontracting

103. The Contractor must not subcontract, or allow the further subcontracting of, (including to an Affiliate or PwC Firm) any of its obligations under this Agreement other than to Subcontractors approved by the Province to perform those obligations.
104. The Contractor may propose that any person be added to the Schedule C (Roles, Approved Services Workers, Subcontractors and Locations) by making a request to the Province in a form satisfactory to the Province. If requested, the Contractor will make the proposed person or its representative available for questioning by the Province and, if approved by the Province in writing, that person will be deemed to be added to Schedule C.
105. Before or after approving a Subcontractor, the Province may require the confidentiality undertaking referred to in section 143.a to be in favour of the Province and to be delivered to the Province.
106. No subcontract, whether to a Subcontractor or not or consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that any Subcontractor fully complies with the applicable terms of this Agreement in performing the subcontracted obligations.
107. The Contractor must ensure subcontracts with Subcontractors include provisions that will allow the Province and Government to exercise all their respective rights in this Agreement if Subcontractor co-operation is required. Without limiting the foregoing, this may include provisions respecting:
- a. adherence by the Subcontractor to the applicable obligations of the Contractor, in the same manner as provided in this Agreement as applicable to the Services provided by the Subcontractor, including compliance with laws, confidentiality obligations, protection of Personal Information, security obligations, record keeping and audit requirements, maintenance of adequate business continuity and disaster recovery plans, insurance obligations and applicable occupational health and safety laws, except that neither the Province nor the Government will have any right under sections 135, 136 or Schedule G (Security Schedule) to come onto the premises of a PwC Firm Subcontractor to conduct an audit or inspection under those provisions and that no PwC Firm Subcontractor will be required under this Agreement to maintain adequate business continuity and disaster recovery plans or comply with the insurance obligations in this Agreement;

- b. assignment of Intellectual Property Rights to the Contractor or licenses to the Contractor in respect of any Deliverables and Produced Material created in such relationship, and delivery of irrevocable waivers of moral rights from the Subcontractor or Services Workers in respect of the same, to the extent required by the Contractor to comply with its obligations under this Agreement;
- c. termination rights consistent with the terms of this Agreement; and
- d. restrictions on the Subcontractor on transferring any of its obligations under such subcontract.

108. Without prejudice to the Province's other rights, including to terminate the applicable SOWs or this Agreement for cause, the Province may require the Contractor to remedy the performance or conduct of the Subcontractor or remove any Subcontractor from providing the Services if the Province has concerns with its performance or non-performance of the Services or compliance with this Agreement.

XVII. PERFORMANCE, MEETINGS AND REPORTS

Surveys

109. From time to time the Province may conduct satisfaction surveys among the Clients or users of the Services and communicate the survey results to the Contractor for review and action.

Agreement Manager meetings

110. The Province may require the Contractor's Engagement Manager to attend and participate, at the Contractor's expense, in any meetings with the Agreement Manager and any other Province or Client representatives on reasonable notice to discuss management issues with respect to this Agreement or any particular SOWs. For the purposes of this section, where the Province is also the Government, a reference to "this Agreement" means any particular or all of the Contractor's Agreements.

Form of status report

111. All status reports required under this Agreement must be in writing and dated by the Contractor and, identifying the applicable SOW and Client, include descriptions for that SOW of:

- a. outstanding issues or risk assessments identified in the last status meeting, if any, and status report, if any, and their current status or plans;
- b. Services and Deliverables completed since the last status report and whether on time and, if at time and expenses, on budget;
- c. Services and Deliverables planned or expected to be completed before the next status report and whether they are expected to be on time and, if at time and expenses, on budget;
- d. status of outstanding warranty issues, including mean time to fix.

Each status report must refer to only one SOW, even if the Province asks the Contractor to provide the status reports in relation to all Clients under this Agreement at the same status meeting.

Status meetings and delivery of status reports

112. The Province may hold status meetings every other week or at such other interval as the parties may agree in relation to any SOW in effect during Business Hours to be attended by teleconference call or on-site at any of the Province's locations in a city of Contractor's locations specified in Schedule C or by other mutually agreed means, by either or both the Contractor's Engagement Manager at the Contractor's expense and any such other Services Workers in Roles as may be advisable for the particular meeting at No Extra Charge, at which the Contractor will provide a status report

and the parties will discuss any issues or delays that have arisen or are anticipated and any preventative or remedial measures.

113.If the Government chooses to combine the status meetings under different SOWs for different Clients, the Government will advise the Contractor under which SOW the attendance of the Services Workers should be invoiced.

114.In its discretion, the Province may, instead of holding any particular status meeting, require the Contractor to provide a written status report.

115.Receipt or formal acceptance of, or agreement with, any status report by the Province will not be deemed to be a waiver of any rights of the Province to enforce any provision of this Agreement or applicable SOW.

116.The Contractor's Engagement Manager will not be obliged to attend any remaining status meetings in a particular month if the Contractor's Engagement Manager has spent 80 hours that month providing non-billable services under all of the Contractor's Agreements combined.

Unscheduled emergency meetings

117.The Client may, where it deems an emergency situation, call an unscheduled meeting in relation to any SOW, in which case the Contractor will use reasonable efforts to ensure at least one Services Worker, preferably in a Lead Role, with some knowledge of the matter is able to attend in person at any of the Province's locations in a city of Contractor's locations specified in Schedule C or by other mutually agreed means, provided at least 30 minutes' notice has been given for a meeting to be held during Business Hours and at least two hours' notice has been given for a meeting to be held outside Business Hours.

Self-reporting of defaults and missed Service Level Targets

118.Upon becoming aware of any default or anticipated default to provide any Services or Deliverables in accordance with the applicable SOW and this Agreement, including any missed Service Level Targets, or of any Disabling Code or Open Source Code the Province did not consent to in writing in advance, the Contractor will report it to the applicable Client or the Agreement Manager. The Contractor must also specify the steps it proposes to take to address, or prevent recurrence of, the default, or to prevent the occurrence of the anticipated default.

Delay caused by other party

119.If either party (the "Notifying Party") will not be able to perform an obligation under a SOW as a result of a dependency on an obligation of the other party (other than a non-performance to make any payment) being performed in accordance with the applicable SOW and this Agreement that has not been so performed, then the following provisions will apply:

- a. the Notifying Party will, promptly after the other party's non-performance and in any case before the Notifying Party's obligation is due, provide the other party (the "Notified Party") with notice (which may include notice by e-mail or hand delivery at a status meeting) of the Notified Party's specific non-performance, an explanation of the dependency and the anticipated effect of non-performance on the Notifying Party's performance;
- b. within ten Business Days or such other period as may be agreed of receiving a notice under paragraph a, the Notified Party will give the Notifying Party notice of either:
 - i. its agreement with the assertions in the Notifying Party's notice, in which case the Notified Party will not unreasonably refuse to agree to a Change Order to adjust the due date or other effect on the Notifying Party, or
 - ii. its dispute with any assertion in the Notifying Party's notice, in which case the parties agree to meet at their next status meeting or, if the Province chooses, an Agreement Manager meeting under section 110, in an attempt to resolve the issue, before it may be referred for resolution through the dispute resolution process commencing at section 187; and

- c. if the Notifying Party does not give notice in accordance with paragraph a before it is required to perform its obligation, then the non-performance of the Notified Party will not constitute an excuse or defence for the Notifying Party's non-performance, and the Notifying Party will not be entitled to request a Change Order or to any additional fees or other compensation arising out of the non-performance by the Notified Party.

XVIII. PAYMENT

Fees and expenses

120. Subject to the conditions in Schedule D (Fees and Expenses), in consideration of the Contractor's performance under this Agreement in compliance with it, the Province must pay to the Contractor:

- a. the fees described in the SOW in accordance with Schedule D;
- b. the expenses, if any, described in that Schedule allowed in the SOW 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 this section; but
- d. less all applicable credits under this Agreement.

Maximum Amount

121. The Province is not obliged to pay the Contractor more than the "Maximum Amount" set out in any SOW as described in Schedule D (Fees and Expenses) on account of fees and expenses.

Statements of accounts

122. In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Client identified in the SOW a written statement of account in a form and format satisfactory to the Province upon completion of the Services or at other times set out in Schedule D (Fees and Expenses) or the applicable SOW.

Currency

123. Unless otherwise set out in this Agreement, all references to money are to Canadian dollars.

Interest

124. Despite any provision to the contrary under this Agreement, including any statement of account, interest will not accrue to the Contractor or be calculated on overdue accounts, except at the rate prescribed and after 60 days and as otherwise calculated in accordance with the *Interest on Overdue Accounts Payable Regulation* then in effect under the *Financial Administration Act*.

125. The Province may charge the Contractor interest on any overpayment collected by the Contractor or other payments required under this Agreement to be paid to the Province at the rate prescribed and as calculated in accordance with the *Interest on Overdue Accounts Receivable Regulation* then in effect under the *Financial Administration Act*.

Withholding of amounts

126. The Province may withhold from any payment due to the Contractor:

- a. without limiting section 170, 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 (including any inferred by any failure to provide the evidence requested under section 180); and
- b. an amount, if any, set out in Schedule D (Fees and Expenses) or a SOW for the purposes of ensuring performance in accordance with the terms and conditions of this Agreement;

provided, however, that 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.

127. Interest must not be charged on any payments withheld in accordance with this Agreement, including under any SOW.

Appropriation

128. 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, and Treasury Board not having controlled or limited expenditure under that appropriation.

Non-resident income tax

129. 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 this Agreement and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

130. 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 specifically provided for in this Agreement.

Refunds of taxes

131. 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 above, remit that amount to the Province.

XIX. REPORTING, RECORDS AND AUDITS

Performance Monitoring

132. The Province has the right, but is not obliged, to observe and monitor the performance of any of the Services and to verify and confirm the Contractor's compliance with all obligations under this Agreement. If accessing the Contractor's Facilities, the Province agrees to comply with the Contractor's reasonable security policies and procedures applicable to visitors while on the Contractor's premises and disclosed to the Province that do not unreasonably interfere with the conduct of the Province's right under this section. Province shall provide reasonable notice before accessing the Contractor's premises.

Work reporting

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

Accounting records

134. The Contractor must, during the Term and for a period of not less than seven (7) years of the later of the end of the Term or any SOW ending:

- a. establish and maintain accurate and complete time records for any Services billed on an hourly or other time-based rate, books of account, invoices, receipts and vouchers of expenses incurred and other records in support of any statements of account or payments under this Agreement ("Accounting Records") and as may be

necessary to enable the Province to verify compliance by the Contractor with this Agreement and to ascertain accuracy of all financial matters arising under this Agreement; and

- b. impose similar obligations as in paragraph a in subcontracts with Subcontractors to the extent of their activities in relation to this Agreement to enable the Province to verify compliance by such Subcontractors with the terms of this Agreement and to ascertain the accuracy of all financial matters under this Agreement.

Inspection and audit

135. In addition to any other rights or inspection or audit the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, both during and after the Term subject to any applicable limitation period prescribed by law, enter on the Contractor's premises to inspect the Contractor's compliance with any aspect of this Agreement and, at the Province's discretion, copy any Accounting Records, and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province or the Province's rights under this section. If accessing the Contractor's Facilities, the Province agrees to comply with the Contractor's reasonable security policies and procedures applicable to visitors while on the Contractor's premises and disclosed to the Province that do not unreasonably interfere with the conduct of the Province's right under this section. Notwithstanding anything to the contrary herein, this section 135 grants a right of inspection and audit to the Government and Province only at the Contractor's premises and not the premises of any PwC Firm Subcontractor.

Deficiencies

136. Where the Province exercises any right of inspection or audit under this Agreement, each party will bear its own costs, unless the inspection or audit reveals a fundamental breach or material error or deficiency within the Contractor's control in which case the Contractor will bear the Province's reasonable costs and expenses upon being shown the results of the inspection or audit (which, in the case of disagreement, are subject to the dispute resolution process).

XX. INFORMATION PROVISION, PRIVACY, SECURITY AND CONFIDENTIALITY

Pertinent information

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

Privacy

138. In relation to the Province, including any Client that is a "public body" under the *Freedom of Information and Protection of Privacy Act*, without limiting any other obligations set out in a SOW, the Contractor must, and must ensure Subcontractors and Services Workers, comply with:

- a. their respective obligations under the *Freedom of Information and Protection of Privacy Act*; and
- b. the Privacy Protection Schedule attached as Schedule F.

139. The Contractor must ensure that no Subcontractor resident outside Canada, including any Services Worker employed by such Subcontractor regardless of where located, and that no Services Worker while outside Canada will have any access to, or storage or use of any Personal Information except as permitted in each case under both the *Freedom of Information and Protection of Privacy Act* and by the Province under this Agreement.

Privacy Protection Schedule Directions

140. Any direction of a Client under the Privacy Protection Schedule applies only to the Client and SOW to which it relates, unless made by Justice and added by way of an amendment to this Agreement as an addendum to Schedule F.

141. A Client may specify in a SOW that any written direction set out in this Agreement as an addendum to Schedule F will not apply to that SOW.

Security

142. The Contractor must:

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

Confidentiality

143. 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 (including every SOW), and not permit its disclosure or use without the Province's prior written consent, except, subject to Schedule F (Privacy Protection Schedule) and to any additional provisions in a SOW or applicable enactments with respect to Personal Information, including the *Freedom of Information and Protection of Privacy Act*:

- a. to Subcontractors, Services Workers, accountants, auditors and lawyers on a need-to-know basis as required for to perform the Contractor's obligations under this Agreement or to other Clients under section 24 of the Contractor's Agreements, each of whom:
 - i. is obliged to the Contractor or Subcontractor or to keep it confidential and who have been advised to keep it confidential and, if the Province requires, who have provided a confidentiality undertaking in a form acceptable to the Province; and
 - ii. in the case of a Services Worker, has obtained the security clearance required in accordance with Schedule G (Security Schedule) of this Agreement to have access to the particular information;
- b. to comply with applicable laws, including orders of tribunals of competent jurisdiction and of governmental authorities and agencies made pursuant to enactment, provided that the Contractor seek the highest protection level available and, to the extent possible, the Contractor give the Province enough prior notice to obtain a protective order or other remedy to prevent or limit disclosure;
- c. if it is information in any Incorporated Material; or
- d. if it is information that is generally known to the public other than by a breach of any of the Contractor's Agreements, including any SOW made underneath, or any other contract the Contractor may have with the Province, but only after such information becomes so available; or
- e. if it is information in any material in existence prior to the start of the Term or developed independently of this Agreement.

144. The Contractor acknowledges that unauthorized disclosure or use of information to be kept confidential under section 143 would cause irreparable harm to the Province and that monetary damages may be difficult to ascertain or insufficient compensation and, therefore, agrees that the Province may seek a court order without proof of special damages to stop any actual or anticipated unauthorized disclosure or use of information in breach of that section.

145. The Contractor must not, unless otherwise required by the applicable rules of professional conduct of the provincial institutes of chartered accountants, the Ordre des CPA du Quebec and/or other professional regulations, standards or guidelines binding the Contractor (collectively, the "Professional Obligations") include any "Confidential Information" as defined in Schedule G (Security Schedule) in any Working Papers. Subject to the Contractor's obligations under this Agreement and the *Freedom of Information and Protection of Privacy Act* with respect any Personal Information and other laws of British Columbia applicable to such Confidential Information, to the extent that the Contractor is bound by Professional Obligations to retain such Confidential Information in any Working Papers for a longer period than as necessary to perform this Agreement, the Contractor may retain those records until that retention period has lapsed.

Restrictions on Promotion and Other Public Announcements

146. The Contractor must not, without the prior written approval of the Province:

- a. refer for promotional purposes to the Province being a customer of the Contractor; or
- b. unless required by applicable law, make or cause to be made any public announcement or published references relating to this Agreement or the Province having entered into this Agreement.

XXI. MATERIAL AND INTELLECTUAL PROPERTY

Restriction on use of Marks and Logos

147. The Contractor must not use any official mark, trademark, domain name or logo of:

- a. the Province except where the Province has in writing required the Contractor to use it to perform the Services; or
- b. the Government except where the Government has in writing authorized the Contractor to use it to perform the Services under any Tribunal Agreement.

Request for access to Material

148. If the Contractor receives a request for access under the *Freedom of Information and Protection of Privacy Act* for any record in the custody or under the control of a "public body" within the meaning of that Act or receives a request for access to any other 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.

Property Ownership and delivery of Material

149. The Province exclusively owns all property rights that are not Intellectual Property Rights in the Material. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Custom Software

150. The parties agree the Government exclusively owns all Intellectual Property Rights in any Custom Software and related Documentation produced or provided by the Contractor or a Subcontractor under this Agreement, whether complete or not, other than any Incorporated Material authorized by the Government under section 65 and its related Documentation, and to the extent that it does not, the Contractor will assign, or cause to be assigned, to the Government all right, title and interest in such Intellectual Property Rights.

Additional provisions under Government's Agreement

151. Subject to any contrary terms of any written license agreement for Licensed Software agreed to by the Government, upon any Incorporated Material in any Custom Software being authorized by the Government under section 65 of any the Contractor's Agreements and to the extent that it remains so embedded or incorporated, the Contractor grants to the Government:

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

152. To the extent of the Government's ownership of Intellectual Property Rights in any Custom Software and related Documentation produced or provided under the Contractor's Agreements, the Government under the Government's Agreement grants to the Contractor:

- a. a non-exclusive, revocable, royalty-free, license for the Term of the Government's Agreement and the last surviving SOW under the Contractor's Agreements the right to use, reproduce, modify, and distribute any Custom Software and related Documentation for the sole purposes of providing Services and producing or providing Deliverables to Clients under the Contractor's Agreements; and
- b. the right to sublicense or assign to Subcontractors approved by the Government any or all of the rights granted to the Province under paragraph a.

153. The Government under the Government's Agreement agrees with the Contractor to be responsible for providing any licenses to Clients authorized to enter into Tribunal Agreements to exercise any rights set out in the *Copyright Act* (Canada) that the Government may have in the Custom Software and related Documentation that are not provided as Deliverables under their respective Tribunal Agreements.

Received Material and Produced Material

154. Subject to the Government's Intellectual Property Rights in any Custom Software and related Documentation produced or provided under the Contractor's Agreements, the Province exclusively owns all Intellectual Property Rights in:

- a. Received Material, and
- b. Produced Material, other than any Incorporated Material.

Waiver of Moral Rights in Produced Material consisting of Custom Software and Related Documentation

155. Upon the Government's or the Province's request, whether during or after the Term, the Contractor must deliver to the Government documents satisfactory to the Government that irrevocably waive all moral rights any Services Worker may have in the Produced Material consisting of Custom Software and related Documentation and that confirm the vesting in the Government of the copyright in that Produced Material, other than any Incorporated Material authorized by the Government under section 65 and its related Documentation.

Waiver of Moral Rights in other Produced Material

156. Upon the Province's or the Government's request, whether during or after the Term, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive all moral rights any Services Worker may have in the Produced Material that is not the Produced Material referred to section 155 and that confirm the vesting in the Province of the copyright in that Produced Material, other than any Incorporated Material.

Incorporated Material

157. Subject to section 153, 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 and related Documentation, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material and related Documentation with it; and
- b. the right to sublicense or assign to third parties any or all of the rights granted to the Province under paragraph a.

Licensed Software that is not Custom Software

158. Subject to any contrary terms of any written license agreement agreed to by the Province under section 67 for any Licensed Software that is not Custom Software, the Contractor grants to the Province in respect of any Licensed Software:

- a. a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Licensed Software, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Licensed Software; and

- b. the right to sublicense to third-parties any or all of the rights granted to the Province under paragraph a.

Contractor Non-Incorporated Material

159. Subject to any contrary terms of any written license agreement agreed to by the Province for any Contractor Non-Incorporated Material, the Contractor grants to the Province in respect of any Licensed Software:

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

Remedying Inability to provide assignments, licenses or waivers

160. If for any reason the Contractor is unable to provide any assignments, licenses or waivers as required to be provided under this Agreement, the Contractor will replace the affected portion of the Deliverable or tools required to maintain, support, or enhance, update or otherwise modify any Deliverable consisting of Custom Software for which the assignment, license or waiver, as the case may be, cannot be provided with an alternative product or technology that meets the Province's requirements at the Contractor's expense.

Right of Government to negotiate license of Expert System and Dispute Resolution Suite for commercialization

161. Any time during the Term, the Government, in its discretion, but shall not be obliged to, request the Contractor to commercialize either or both the Expert System and Dispute Resolution Suite pursuant to a mutually acceptable written agreement, which may be based on a revenue sharing model. In the event that the Government makes such a request and the Contractor and the Government cannot reach such an agreement within a reasonable time and the Government wishes to proceed with such commercialization during the Term, the Government shall have the right, in its discretion, without any further obligation to the Contractor, to negotiate the terms to do so with the next highest ranked proponent on the pre-qualified supplier list for professional services created pursuant to the RFP and so on continuing through the list until the Province enters an agreement acceptable to the Province.

162. After the Term, there shall be no restrictions whatsoever on the Government's rights to commercialize either or both the Expert System and Dispute Resolution Suite, whether on its own or with any other person.

Right of Province to negotiate license of Produced Material

163. Without limiting the foregoing, after the Term, the Province, in its discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material, including in the case of the Government either or both the Expert System and Dispute Resolution Suite.

Intellectual Property Register

164. If and as requested by the Government in a SOW, the Contractor must provide and maintain for the Government an Intellectual Property Register identifying Intellectual Property Rights, including any Open Source Code licenses, in Custom Software and related Documentation Deliverables under the Government's Agreement and all Tribunal Agreements, whether or not then existing, in a form acceptable to the Government and, without restricting any other requirements that might be set out in a SOW, deliver it to the Government at the end of the last SOW under any such Agreement or the end of the Term of the Government's Agreement, whichever is later.

No other Licenses or Rights

165. Except as specified in this Agreement, nothing in this Agreement confers any other licenses or rights in or upon a party in respect of another party's Intellectual Property Rights either directly, by implication, or otherwise.

XXII. SOURCE CODE

New Source Code and tools

166. At the end of this Agreement or sooner agreed times, the Contractor must provide to the Province the New Source Code for Custom Software in a format on a medium that is suitable for compilation and use in the production environment or other environment designated by the Province at that applicable time, together with all Documentation and custom tools, libraries, methodologies or other devices that would be required to modify (including enhance or update) or otherwise continue the independent development of the Custom Software (other than devices provided by Salesforce.com or other Designated PaaS provider as part of the Designated PaaS).
167. New Source Code must not be obfuscated and must be sufficiently complete and detailed to enable a programmer, experienced in programming language in which the New Source Code is written, to modify all aspects of the Custom Software without assistance from the Contractor.

XXIII. REPRESENTATIONS AND WARRANTIES

General representations and warranties

168. The Contractor represents and warrants to the Province at the time, unless otherwise set out, of its execution of this Agreement and throughout the Term and the terms of any Statements of Work that:
- a. the Contractor is duly formed as a corporation or partnership and validly existing under the laws of its jurisdiction of formation or continuance and, if necessary to lawfully provide the Services contemplated under this Agreement, has the legal capacity to carry on business in British Columbia;
 - b. 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;
 - c. this Agreement, and any SOW later entered under it, 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;
 - d. the Contractor has not directly or indirectly given or promised any benefit or inducement to a public servant, agent or family or household member of a public servant of the Province of more than minimal value, with a view to influencing the entry into or administration of this Agreement;
 - e. 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 the RFP process resulting in this Agreement being entered into) are in all material respects, at the time provided, true, complete and accurate;
 - ii. the Contractor has sufficient trained, skilled and experienced Services Workers with the necessary certifications, facilities, materials, appropriate equipment and approved Subcontractor subcontracts or other agreements in place and available to enable the Contractor to prepare Draft SOWs and to fully perform the Services and to grant any licenses under this Agreement;
 - 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;
 - iv. the Contractor is under no obligation or restriction when it enters this Agreement or any SOW, and will not knowingly assume during the term of any SOW or the Knowledge Transfer Period, any obligation or

restriction that interferes with or conflicts with, or could present a conflict of interest concerning, the performance of the Contractor's obligations under this Agreement;

- v. the Contractor's performance and provision of Deliverables under this Agreement, including the grant to the Province of any rights or licenses, do not and will not infringe or induce the infringement (including breach or misappropriation) of the Intellectual Property Rights of any third party; and
- vi. every Deliverable at the time of its delivery to the Province is free of all liens and other third party claims.

169. If any representation or warranty in section 168 becomes inaccurate during the Term or the term a SOW survives the Term, the Contractor must notify the Agreement Manager in writing of the details and, without limiting the Province's rights under this Agreement, any remedial steps it is taking, which must be at no charge to the Province.

XXIV. INDEMNITY AND INSURANCE

Indemnity

170. The Contractor must indemnify and save harmless the Province and the Province's employees, In-house Resources 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, In-house Resources 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 or being or becoming untrue or incorrect.

Monetary limitations of indemnity

171. The indemnification by the Contractor will be limited to an amount per Loss, determined as follows:

- a. \$2,000,000; and
- b. \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

172. The limitations set out in section 171 do not apply to a Loss resulting from any or relating to any of the following:

- a. bodily injury or damage to real property or tangible personal property;
- b. third party Intellectual Property Rights; or
- c. a breach of section 138, 142, 143, or 148 of this Agreement.

Province to notify Contractor of loss

173. To claim indemnification for a Loss pursuant to section 170, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third party intellectual property infringement claims

174. If the Loss is on the basis of a third party claim that any element of the Contractor Non-incorporated Material or the Material, other than any Received Material received by the Contractor or a Subcontractor from the Province or the Government, infringes the Intellectual Property Rights of any person,

- a. then, without limiting section 170, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor, and
- b. the Province must co-operate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Limitation of Liability

175. Notwithstanding anything to the contrary in this Agreement, the liability of the Contractor under this Agreement is limited to the amounts as described in section 171 subject to the exclusions as described in section 172.

176. Notwithstanding anything to the contrary in this Agreement, in the event the Contractor receives consent from the Province to subcontract the provision of a portion of the Services to a PwC Firm Subcontractor, the PwC Firm Subcontractor and its partners, principals or employees (collectively the "Beneficiaries") will have no personal liability arising out of this Agreement, and the Province agrees to bring any claim of any nature arising from the Services against the Contractor and not against the Beneficiaries. While Contractor is entering into this Agreement on its own behalf, this section also is intended for the benefit of the Beneficiaries.

Insurance

177. The Contractor must comply with the Insurance Schedule attached as Schedule E.

Workers compensation

178. Without limiting the generality of section a, 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

179. The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at its 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

180. 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 the previous two sections.

XXV. BUSINESS CONTINUITY PLANS AND EVENT OF FORCE MAJEURE

Business continuity plans

181. The Contractor agrees, at its expense:

- a. to have at all times, to review or test not less than annually, and to revise as reasonably necessary, business continuity plans (including disaster recovery) for its critical facilities, systems, assets, resources and business processes used to provide the Services to the Province that are capable of being implemented promptly in case of an Event of Force Majeure or other disruption affecting the Contractor's provision of any of the Services;
- b. to provide to the Agreement Manager written confirmation of the Contractor's compliance with paragraph a;

- c. to provide notice to the Agreement Manager upon discovery of any deficiencies in its business continuity plans that it does not expect to have addressed within 21 days that might materially impact the Services if the Contractor were to experience an Event of Force Majeure or other disruption, including details of the potential impact and when resolution is expected and any interim contingency plan;
- d. to provide notice to the Agreement Manager of any activation of the business continuity plans that may have a material impact on Service Levels or other obligations of the Contractor under this Agreement.

182. Any request by the Province to the Contractor for the Contractor to align the Contractor's business continuity plans with the Province's own business continuity plans in relation to the Services or for assistance with synchronizing the Province's own business continuity plans with those of the Contractor will be agreed upon in a SOW for Consulting Services.

Consequences of, and Duties During, Event of Force Majeure

183. Neither party will be in default for failure or delay with respect to its performance to the extent caused by an Event of Force Majeure and any time periods for the performance of its obligations will be deemed automatically extended for the duration of the Event of Force Majeure, provided that the party claiming an Event of Force Majeure gives notice of the particulars to the other party as soon as practicable and makes all reasonable efforts to prevent and control or limit the effect of the Event of Force Majeure so as to resume its performance with the least possible delay.

Implementation of business continuity plans

184. If the Contractor is claiming an Event of Force Majeure, the Contractor will promptly implement the business continuity plans contemplated by section 181 applicable to the affected Services unless prevented by the nature of the Event of Force Majeure.

Waiver of fees for Services not provided

185. The Province will be excused from paying fees for any Services not delivered during the period of an Event of Force Majeure.

Alternative Services

186. If the Contractor claims an Event of Force Majeure, the Province may exercise one or more of the following options:

- a. agree to a work around plan proposed by the Contractor;
- b. obtain alternative services from any In-house Resources or supplier described in section 21 in replacement for or substitution of the affected Services during the period the Event of Force Majeure remains in effect;
- c. if the Event of Force Majeure is due to a strike or lockout affecting the Contractor's Services Workers, off-set or deduct any costs of the alternative services that are in excess of the hourly fees that would otherwise have been payable to the Contractor under the SOW for the same number of hours had there been no labour disruption causing the Event of Force Majeure, even if the SOW stipulated a fixed price; and
- d. terminate this Agreement immediately on written notice if the failure or delay in performance caused by one or more Events of Force Majeure continues for more than 30 consecutive days or 60 days in aggregate.

XXVI. DISPUTE RESOLUTION

Discussion and negotiation

187. Any dispute arising out of or in connection with this Agreement (including a SOW) or in respect of any defined legal relationship associated with it or derived from it, will in the first instance be referred in writing to the parties' First Management Level for discussion and resolution.

188. If the dispute is not resolved at the First Management Level within five Business Days (or such other time as may be agreed at the First Management Level), either party may refer the dispute to the Second Management Level who

must meet within five Business Days of the reference, or such other time as may be agreed at the Second Management Level, to attempt to resolve the dispute.

189.If the dispute is not resolved at the Second Management Level, either party may refer the dispute in writing to the Third Management Level who must meet within 10 Business Days of the reference, or such other time as may be agreed at the Third Management Level, to attempt to resolve the dispute.

Mediation

190.If the dispute is not resolved at the Third Management Level within 10 Business Days of meeting, or such other time as may be agreed at the Third Management Level, then, on the request of either party within that period, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society.

Arbitration

191.If any dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must, unless the parties otherwise agree in writing, be referred to and finally resolved by arbitration pursuant to the *Arbitration Act* by a single arbitrator in Victoria, British Columbia.

192.Both parties agree not to unreasonably refuse any request by the other to consolidate similar ongoing disputes as a result of this Agreement for resolution under a single arbitration.

Exceptions

193.Nothing in sections 187 through 191 will restrict, at any time while the above dispute resolution procedures are in progress or before or after they are invoked, either party's freedom, subject to the *Crown Proceeding Act*, to commence legal proceedings:

- a. to defend any legal proceedings involving third parties; or
- b. pending resolution of the dispute, to obtain any interim or provisional relief to protect any Personal Information, confidential information, Intellectual Property Rights or other property; or
- c. to preserve any legal right or remedy from expiring due to a limitation period.

Mutual obligations during dispute resolution

194.During all negotiations prior to and during mediation, the parties will make bona fide efforts to resolve any dispute amicably and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations, which will be conducted in confidence and on a "without prejudice basis" and may not be introduced into evidence in any arbitration or legal proceedings. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

195.Provided that the Province continues to pay any fees and expenses payable to the Contractor under this Agreement (other than those disputed), the Contractor must continue to perform its obligations under this Agreement while the dispute is being resolved unless the Province instructs otherwise in writing to the extent that such instruction is practicable and would not put the Contractor in breach of any obligations under this Agreement.

196.Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must each bear its own costs and expenses in complying with sections 187 through 194 and share equally the fees of any mediator and any arbitrator and any administrative costs of mediation or arbitration.

197.With respect to any arbitral award, neither party waives its rights to apply to the court in any of the circumstances set out in sections 30 and 31 of the *Arbitration Act*.

XXVII. SUSPENSION OF SERVICES UNDER A SOW

Suspension order

198. The Province may at any time, by written notice, order the Contractor to suspend any Services under a SOW. The Contractor must comply with any such order and leave remaining on the Province's premises, unless the Province consents in writing, any Deliverables in progress or awaiting acceptance in relation to those suspended Services.

Temporary nature

199. No later than 90 days after the suspension goes into effect, the Province must give the Contractor notice of the Province's:

- a. rescission of the suspension order or cancellation of the suspension of any of the suspended Services,
- b. termination of any of the suspended Services, which will be deemed to be a Change Order;
- c. both paragraphs a and b; or
- d. termination of the SOW.

Consequences of rescission or cancellation

200. If the Province rescinds the suspension order or cancel the suspension of any suspended Services:

- a. the Contractor must resume those Services as soon as practicable; and
- b. all related Deliverables or milestone dates or due dates for those Services will be deemed adjusted by the same length of time as the suspension period.

XXVIII. TERMINATION

Termination of Agreement or individual SOWs for convenience

201. The Province may terminate this Agreement for convenience by giving the Contractor 60 days' written notice. If the Province terminates this Agreement for convenience, it will have the effect of terminating all outstanding SOWs effective the same day as the Agreement terminates, unless in the same notice or on the same day the Province give the Contractor such notice, the Province states which specific SOWs survive this Agreement for the period set out in section 11.b (subject to the Province's right to terminate any such SOWs under the next section before, on or after such notice to terminate this Agreement is given). The Province will be under no further obligation to the Contractor under this Agreement, except to pay the Contractor such amounts as the Contractor may be entitled to receive under the SOWs that continue or under section 203.

202. The Province may terminate any SOW for convenience by giving the Contractor written notice to take effect the date given in the notice.

Payments upon termination for convenience or Event of Force Majeure

203. If the Province terminates this Agreement or any SOW for convenience under sections 201 or 202 or, subject to sections 185 and 186, if the Province terminates this Agreement under section 186.d:

- a. the Province must pay the Contractor the fees and expenses in accordance with section 120 for Services under a SOW based on time and expenses provided in compliance with this Agreement to the date of termination;
- b. if the Province provides seven days or less notice of termination under sections 201 or 202 for Services under a SOW based on time and expenses, the Province must pay the Contractor an additional sum equal to the following product:

(Total hourly fees payable by Province for Services provided under the SOW in the seven days immediately prior to termination divided by seven) multiplied by the number of days short of seven days' notice given by the Province

- c. the Province must pay the Contractor all out-of-pocket, non-refundable, allowable expenses for travel authorized by the Province prior to receiving notice of termination; and
- d. the Province must pay the Contractor the fixed price in accordance with section 120 for Services provided since the last milestone payment under a SOW based on a fixed price that would otherwise be payable pro-rated as follows:
 - i. (Fixed fee for the next milestone payment divided by the number of days between that milestone payment and the previous milestone payment) multiplied by the number of days Services under the SOW are provided to the date of termination; and
 - ii. if the Province provides seven days or less notice of termination under sections 201 or 202 for such Services, an additional sum equal to the following product:

(Fixed fee for the next milestone payment divided by the number of days between that milestone payment and the previous milestone payment) multiplied by the number of days short of seven days' notice given by the Province.

That payment will discharge the Province from all liability to make payments to the Contractor under the terminated Agreement or SOW, as the case may be.

Termination for Cause

204. The Province may terminate this Agreement and all SOWs or terminate only those SOWs to which the misrepresentation or fundamental breach relates at the Province's option, for cause, with immediate effect, by giving written notice to the Contractor of the particulars, if:

- a. the Contractor has made an unremediable or a fraudulent misrepresentation in this Agreement or a SOW;
- b. the Contractor has made a negligent or innocent misrepresentation in a SOW or this Agreement and that is not remedied within 10 Business Days of the written notice or such longer period as the Province may specify;
- c. the Contractor commits any fundamental breach of a SOW or this Agreement and fails to either:
 - i. take material steps to remedy the breach within 7 Business Days, or
 - ii. remedy the breach within 10 Business Days, of the written notice or such longer period as the Province may specify;
- d. the Contractor commits any fundamental breach of a SOW or this Agreement that cannot be remedied; or
- e. an Insolvency Event occurs, but only to the extent such termination is not prohibited by the laws of Canada.

205. A fundamental breach for the purposes of section 204.c includes:

- a. a breach of section 44, 47.a, 65, 67, 77, 89, 91, 93, 103, 117 (only with respect to unscheduled meetings in relation to Application Management Services), 133, 134, 135, 138, 142, 143, 148, 149, 155, 156, 167, 177, 178, 213, 227 or 228 of this Agreement;
- b. a breach of Schedule E (Insurance);
- c. disclosure, or a serious risk of disclosure, of Personal Information contrary to the *Freedom of Information and Protection of Privacy Act* or this Agreement, including Schedule F (Privacy Protection Schedule);
- d. a breach, or serious risk of breach, of Schedule G (Security Schedule); and
- e. a breach of any other provision under this Agreement (including a SOW) not stated in this Agreement or SOW to constitute a fundamental breach if breached, or this Agreement **four** times.

206.A fundamental breach for the purposes of section 204.d includes:

- a. in respect of any SOW, the Contractor misses in any contract year during the term of that SOW, any Priority 1 Service Level Target twice or any Service Level Targets four times, excluding any miss caused by an Event of Force Majeure;
- b. any attempted or actual assignment of rights or transfer of obligations under this Agreement by the Contractor without the Province's prior written consent;
- c. any conduct of the Contractor that constitutes fraud or theft against the Province or of any person on the Province's premises or a criminal offence;
- d. the Contractor's failure to provide a Draft SOW in an acceptable form by the time agreed more than **four** times in any **12** month period without, in the Province's opinion, a valid excuse;

207. Without requirement for recourse to arbitration or legal process and without limiting any other rights or remedies the Province may have, upon the occurrence of a fundamental breach of a SOW or this Agreement by the Contractor, the Province may take such steps as deemed necessary by the Province, in the Province's sole discretion, to cure such fundamental breach, including but not limited to performing any obligations of the Contractor or procuring or otherwise obtaining similar services from any alternative service providers, on **48** Business Hours' notice to the Contractor, during the period of time that such fundamental breach remains uncured and for a reasonable period thereafter.

208. The Contractor may terminate this Agreement and all SOWs or terminate only those SOWs to which the fundamental breach relates, for cause, with immediate effect, by giving written notice to the Province of the particulars, if the Province commits any fundamental breach and fails to remedy the breach within 10 Business Days of the written notice or such longer period as the Contractor may specify.

209. A fundamental breach by the Province for the purposes of section 208 means the Province's failure to pay to the Contractor any undisputed amount correctly invoiced under this Agreement, subject to the Province's rights of hold back and set off, not less than \$100 in amount, after the amount has been invoiced a third time and another 20 days have elapsed without the required payment having been made by the Province.

Termination by Contractor for professional conflict

210. The Contractor may terminate this Agreement and all SOWs or terminate only the affected SOWs immediately upon written notice to the Province in the event that circumstances arise that would make continuation of all or any portion of the Services by Contractor in conflict with any independence rules of the provincial institutes of chartered accountants, the Ordre des CPA du Quebec, the US Securities and Exchange Commission, the US Public Company Accounting Oversight Board, or similar organizations in other jurisdictions as may be applicable, and/or other professional regulations, standards or guidelines binding the Contractor.

211. If the Contractor terminates this Agreement or any SOW under section 210, the Province will be entitled to collect from the Contractor the Province's costs in completing the terminated SOWs using In-house Resources or a supplier on the pre-qualified supplier list for professional services created pursuant to the RFP (if any), or, after going through that list (if any), another supplier (which, if pursuant to a competitive procurement, may exclude the Contractor), subject to any common law duty on the Province to mitigate its damages.

XXIX. DUTIES UPON TERMINATION

Return of Property

212. Upon the later of the end of this Agreement, the applicable SOW or, if needed to perform the Services or complete the Deliverables during the Knowledge Transfer Period, the end of the Knowledge Transfer Period, the Contractor

must peacefully leave from any of the Province's sites in which the Contractor have been performing the Services and, unless otherwise instructed in writing by the Province, deliver to the Province:

- a. all Deliverables (including Documentation) having received Acceptance or been delivered and not rejected for not meeting Acceptance Criteria;
- b. all Deliverables not yet delivered or having received Acceptance, whether or not completed, to the extent paid by the Province under the applicable SOW or the Province confirms may be invoiced under the applicable SOW; and
- c. all other Received Material and other property of the Province provided to or obtained by the Contractor in connection with this Agreement, including all New Source Code and items not already delivered in compliance with section 166, taking care to comply with sections 22 and 23 of Schedule G with respect to any records containing the Province's Confidential Information.

Knowledge transfer Services

213. Upon the end of this Agreement or the end of this Agreement approaching, if instructed by the Province, the Contractor must, at the Contractor's expense if the Province has terminated this Agreement for misrepresentation or fundamental breach and otherwise at time and expenses at the rates set out in Schedule D (except as set out in this Agreement), carry out the last approved Knowledge Transfer Plan (the "Knowledge Transfer Plan") and, if none approved by the end of this Agreement, then reasonable assistance and information, which includes, unless instructed otherwise by the Province, providing the Services described in section 86 during the Knowledge Transfer Period to the Province and the Province's selected service suppliers (if any), in replacement for the Services to the extent necessary to effect the transition from the Services to replacement Services in a co-operative, orderly, effective and efficient manner with minimal interruption of services, reduction in Service Levels, or disruption to the Province. Notwithstanding the foregoing, if the Contractor is asked or required by the Province to complete any extant SOWs pursuant to section 86.b.x, the Contractor will complete, and the Province will pay the Contractor such amounts as the Contractor may be entitled to receive for its completion of, such SOWs in accordance with their terms, except as the parties may otherwise mutually agree in writing.

214. During the Knowledge Transfer Period after the end of this Agreement or the applicable SOW, the Contractor will continue to provide any Services, as, if and when requested by the Province, at the same terms and conditions and hourly rates and expenses as set out under this Agreement.

215. The Contractor will not unreasonably refuse to agree to extend the Knowledge Transfer Period if requested by the Province.

216. For the purposes of sections 213 and 214, the applicable hourly rates are those set out in Schedule D and if none in effect for the time period set out, then the last applicable hourly rates in effect.

Survival of Certain Provisions

217. The following provisions continue in effect indefinitely after this Agreement ends:

- a. sections 57, 68, 69, 71, 80 through 83, 120 through 131, 133 through 136, 138 through 147, 148 through 165, 168.e.v, 168.e.vi, 170 through 174, 187 through 197, 211, 212, 213, 217, 218 through 221, 231, 233 and 234, Schedule F (Privacy Protection Schedule) and the provisions described in section 36 of Schedule G (Security Schedule);
- b. any accrued but unpaid payment obligations and any other provisions of this Agreement, which by their terms or nature, are intended to survive the completion of the Services or the end of this Agreement; and
- c. any provisions of this Agreement required for the proper interpretation of the provisions described in this section.

XXX. PERFORMANCE EVALUATION FOR FUTURE CONTRACTS

Evaluation

218. The Province has the right, which may be subject to the Province's then current policies and procedures, to evaluate anytime during or within a reasonable time after the Term, and use any such records evaluating, the performance of this Agreement by the Contractor, including that of any Subcontractor, to assist the Province in its future contracting activities for the supply of any goods or services, including:

- a. under any procurement document as part of any pre-qualification, qualification or evaluation process with respect to potential or interested bidders or proponents to disclose sufficient information about any particular ongoing or previous agreements between them, their predecessors, Affiliates or proposed subcontractors and the Province for the Province to identify the agreement and consider any related post-contract evaluation; and
- b. when considering whether to enter a contract or to consent to a proposed subcontractor.

219. Subject to the Province's then current policies to take into account any other criteria, the Province's evaluation for the purposes of section 218 will take into account the service performance criteria set out in this Agreement and any SOW.

Review of post-contract evaluation

220. If the Province completes a post-contract evaluation of the Contractor's performance (including the performance of any Subcontractor) of this Agreement for its future procurement purposes, the Province agrees, subject to any applicable laws and then current policies and procedures of the Province, to provide the Contractor an opportunity to review the evaluation. Despite the foregoing, the Province will not be obliged to provide the Contractor with such an opportunity where the Province terminates this Agreement for cause.

Process for resolving disagreement with post-contract evaluation

221. If the Province provides the Contractor the opportunity described in section 220, the Contractor will be deemed to agree with the evaluation unless the Contractor initiates the dispute resolution procedure in section 187 within 60 days. If the Contractor disagrees with any post-contract evaluation of this Agreement, the Contractor agrees to exhaust the dispute resolution procedures under sections 187 through 189 (Discussion and negotiation) before exercising any other rights it may have.

XXXI. NOTICES AND OTHER COMMUNICATIONS

Electronic Signature

222. An electronic signature in or attached to or associated with an e-mail will not satisfy a requirement that a writing be signed unless:

- a. the signatory for or on behalf of the party signs by hand the writing that is then scanned and e-mailed as an attachment in Portable Document Format (also known as "PDF"); or
- b. expressly acknowledged in the writing to constitute the electronic signature of the signatory for and on behalf of the party.

Form of Delivery and Deemed Receipt

223. Any notice, consent, approval, demand or specified written communication given under this Agreement must be in writing unless otherwise set out and, if expressly required in this Agreement or a SOW, be signed, and will be deemed received, subject to section 224:

- a. on the date of delivery, if:
 - i. delivered personally,

- ii. delivered by pre-paid, recorded courier or postal delivery service and left with a receptionist or responsible employee of the party;
 - iii. faxed and (1) receipt is confirmed by return fax, telephone or e-mail or (2) a copy is posted by prepaid first class mail within two Business Days of faxing a completed transmission; or
 - iv. e-mailed in a form capable of being stored indefinitely and printed and, if the notice is in an attachment, is capable of being stored indefinitely and printed and in Portable Document Format or other format then acceptable for Deliverables in record form; or
- b. on the fifth Business Day from the date of posting (unless there is a mail disruption in which case it must actually be received) in Canada or the United States, if mailed by prepaid first class mail, or in any other location, if mailed by prepaid registered or certified airmail,

to the address and for the attention of the relevant party as set out in Schedule H (Contacts and Addresses for Notices) of this Agreement or such other address or contact as one party notifies the other in writing under this Agreement, unless otherwise set out in the SOW.

224.If deemed receipt is not within Business Hours in the place of receipt, receipt will be deemed when Business Hours next resume in the place of receipt.

Other Communications with Province

225.Unless otherwise set out or consented to, the Contractor must direct all other communications with the Province in relation to or under any SOW to the applicable Client specified contact and otherwise under this Agreement to the Province's Agreement Manager.

XXXII. GENERAL

Independent Contractors

226.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

227.The Contractor must not do anything that would result in Services Workers hired or used by the Contractor or a Subcontractor being considered employees of the Province.

Assignment

228.The Contractor must not assign any rights or transfer any obligations of the Contractor under this Agreement without the Province's prior written consent. The Province may transfer any obligations under this Agreement to any Client or any "government corporation" as defined in the *Financial Administration Act* (British Columbia) as long as the date of the transfer is specified in an enactment of the Province and when it becomes aware the Province informs the Contractor of the transfer as soon as possible or at least 30 days prior to the transfer occurring.

Waiver

229.A waiver of any provision of this Agreement or SOW or breach of this Agreement or SOW 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 provision or breach.

Modifications

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

Remedies

231. Unless otherwise set out, remedies are cumulative and remedies arising under this Agreement do not exclude remedies provided by law.

Entire Agreement

232. This Agreement, together with any documents referenced in it and any Statements of Work made under it in accordance with this Agreement, constitutes the entire agreement between the parties in relation to its subject matter.

Governing Law

233. This Agreement, including any SOW under it, is governed by, and is to be interpreted and construed in accordance with, the laws of British Columbia and the federal laws of Canada applicable in the province.

Jurisdiction

234. Subject to an agreement to arbitrate, the Contractor consents to jurisdiction and venue in the courts in British Columbia.

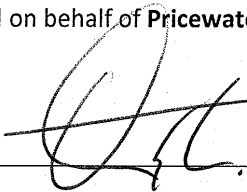
Execution and Delivery of Agreement and SOWs

235. This Agreement and, unless otherwise set out, any modification, SOW or Change Order, may be executed in any number of counterparts, each of which, when executed and delivered by a method provided for in section 223, which must actually be received, is an original, and all of which together have the same effect as if each party had signed the same document.

AGREED by the parties through their duly authorized signatories on the dates below.

For, and on behalf of **PricewaterhouseCoopers LLP**

By:
Sign



Owen Taylor

Print Name

Partner, PricewaterhouseCoopers Associates
Authorized signatory for PricewaterhouseCoopers LLP

Title



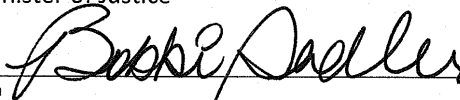
Witness Signature

January 23, 2015

Date

For, and on behalf of **Her Majesty the Queen in right of the Province of British Columbia**, as represented by the Minister of Justice

By:
Sign



Bobbi Sædler

Print Name

Chief Information Officer

Title



Witness Signature

February 5th, 2015

Date

SCHEDULE A - DEFINITIONS

"Acceptance"	means the Province's acceptance under this Agreement and the applicable SOW that a Deliverable meets all applicable requirements, including Specifications, in this Agreement and the applicable SOW;
"Acceptance Criteria"	means the acceptance criteria set out in the applicable SOW and such other criteria as the parties may mutually agree in writing for the Deliverable;
"Affiliate"	means an affiliate within the meaning of the <i>Business Corporations Act</i> (British Columbia);
"Agreement Manager"	means the Province's manager and representative for notices for this Agreement set out in Schedule H (Contacts and Addresses for Notices) (including the representative's superior and authorized delegates), as may be changed from time to time on prior written notice to the Contractor;
"Application Management Services"	has the meaning set out in section 6 of Schedule B (Services);
"Business Day"	means a day, other than a Saturday, Sunday, or "holiday" as defined in the <i>Interpretation Act</i> (British Columbia);
"Business Hours"	means: <ul style="list-style-type: none">a. for the purposes of section 224 of this Agreement where the place of receipt is outside British Columbia, 0830 to 1630 hours on a day other than a Saturday, Sunday or statutory holiday in the place of receipt, andb. for all other purposes, 0830 to 1630 hours Pacific time on a Business Day;
"Change Order"	means a formal proposal for a change to a specified SOW in accordance with this Agreement that is agreed in writing by the Contractor and the Province;
"Client"	means Justice or any of the following that Justice notifies the Contractor in writing is authorized by Justice to be a client to request and receive Services under this Agreement, subject to the requirements, if not part of the Government, for the client to have a Tribunal Agreement with the Contractor and an agreement with the Government as described in Schedule L: <ul style="list-style-type: none">a. a specified Tribunal, orb. a specified ministry, agency, board, commission, corporation, office or other body that is part of the Government, or a government organization, for or on behalf of a Tribunal;
"Commercial Feasibility Services"	has the meaning set out in section 8 of Schedule B (Services);
"Competencies"	means the attributes in terms of skills, experience and qualifications applicable for the Role as set out in Schedule C;
"Consulting Services"	has the meaning set out in section 2 of Schedule B (Services);

"Contractor Non-incorporated Material"	means any material in existence prior to the start of the Term or developed independently of this Agreement by the Contractor or a Subcontractor (excluding Documentation about or for use with any software), and that is a separate Deliverable delivered to the Province;
"Contractor's Agreements"	means the Government's Agreement and the Tribunal Agreements;
"Custom Software"	means any Expert System, Dispute Resolution Suite or other software Deliverable designed, developed, customized, integrated, enhanced, updated or otherwise modified or to be designed, developed, customized, integrated, enhanced, updated or otherwise modified (as the context allows) under this Agreement for the Province as set out in the applicable SOW, including New Source Code;
"Deliverable"	means any deliverable delivered or to be delivered (as the context allows) by the Contractor under this Agreement;
"Designated PaaS"	means the platform as a service or other third party services or technologies subscribed to or selected by the Province from time to time for use in relation to the Tribunal Transformation Initiative, initially the following: <ul style="list-style-type: none"> a. Salesforce.com Force.com platform as a service, as may be removed, or replaced with or supplemented with new services or technologies, or otherwise redefined from time to time upon notice from the Province to the Contractor;
"Development Services"	has the meaning set out in section 4 of Schedule B (Services);
"Disabling Code"	means any computer contaminant, virus, worm, Trojan horse, trap door, listening device, shut-off or shut-down routine, malicious code, and any code designed or likely to breach security, corrupt, damage, destroy, disable, interfere with normal use, limit functionality or operation, produce invalid results, or produce an inability to recognize leap years or date calculations with respect to any data, systems or software;
"Dispute Resolution Suite" or "DRS"	means an online case management and user facing portal facilitating dispute resolution, including modules for intake, negotiation, facilitation and adjudication, for the Tribunal Transformation Initiative;
"Documentation"	means the documentation about or for use with any Deliverable in readable form provided or to be provided (as the context allows) by the Contractor under this Agreement;
"Draft SOW"	means a draft statement of work under this Agreement proposing to provide specific Services and Deliverables, in accordance with this Agreement;
"Effective Date"	means the date first set out above;
"Engagement Manager"	means the Contractor's senior manager and representative for notices for this Agreement set out in Schedule H (Contacts and Addresses for Notices) (including the representative's superior and authorized delegates), as may be changed from time to time on prior written notice to the Province;

"Event of Force Majeure"	<p>means an event (other than a lack of funds or a Subcontractor's failure or default) beyond the reasonable control of the party seeking to be excused by the event including:</p> <ul style="list-style-type: none"> a. an explosion, fire or flood not caused by the fault or negligence of the party seeking to be excused by the event; b. a tidal wave, earthquake or other catastrophic element of nature or weather; c. epidemic; d. an act of war (declared or undeclared), terrorism, insurrection, piracy, riot or civil disorder anywhere in or against Canada; e. a strike or lockout; and f. a freight embargo. <p>provided it could not reasonably have been foreseen and either prevented or mitigated through the use of alternative Services Workers, alternative sources, automation or workarounds reasonably available, the adequate testing of systems by the Contractor to provide the Services, or the implementation of disaster recovery and business continuity plans contemplated under section 181 of this Agreement;</p>
"Expert System"	<p>means an online system that mimics the "guidance of an expert", by providing information, guidance, tools and options depending on the factors specific to a user's dispute, for the Tribunal Transformation Initiative;</p>
"First-line Support"	<p>means the first level in a hierarchy of support groups involved in the resolution of Incidents with the First-line Support containing the least specialist skills or least amount of time or other resources and providing initial support interaction with users;</p>
"First Management Level"	<p>means for the applicable party, the representative set out in Schedule H (Contracts and Addresses for Notices) for this level (including the representative's authorized delegate), as the party may change from time to time by prior written notice to the other;</p>
"First Productive Use"	<p>means the first use by the Province of the software Deliverable to process live data in the designated production environment;</p>
"Government"	<p>means Her Majesty the Queen in right of the Province of British Columbia;</p>
"Government's Agreement"	<p>means this Agreement between the Government and the Contractor, as may be amended and novated from time to time, where references to the "Province" mean to the Government and not, when incorporated into a Tribunal Agreement, the Client that is the party to the Tribunal Agreement;</p>
"Greater Vancouver"	<p>means all municipalities in the Greater Vancouver Regional District, excluding Bowen Island, Lions Bay, Electoral District A, Maple Ridge, Langley and Langley DM;</p>
"Greater Victoria"	<p>means the core municipalities adjacent to the City of Victoria, including Victoria, Saanich, Esquimalt and Oak Bay;</p>
"Incident"	<p>means an unplanned interruption or reduction in the quality of a user's use of any Custom Software in the production environment or use of any other part of the Expert</p>

System or Dispute Resolution Suite for the Tribunal Transformation Initiative (excluding the Province's Systems that are supported by the respective System providers to the Province or their authorized designates), including failure of a configuration item that has not yet impacted such use;

"Included Specifications"

means the specifications described in Schedule I (Included Specifications);

"Incorporated Material"

means any material in existence prior to the start of the Term or developed independently of this Agreement that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

"In-house Resources"

means, with respect to any Client, the in-house human resources of that Client, other Clients, the Province and the Government;

"Insolvency Event"

means any of the following:

- a. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up;
- b. 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;
- c. 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;
- d. a compromise or arrangement is proposed in respect of the Contractor under the Companies' Creditors Arrangement Act (Canada);
- e. a receiver or receiver-manager is appointed for any of the Contractor's property;
- f. the Contractor ceases, in the reasonable opinion of the Province, to carry on business as a going concern;
- g. the Contractor takes advantage of any legislation for protecting debtors from creditors; or
- h. where the Contractor is a partnership, any step is taken to dissolve the partnership;

"Intellectual Property Rights"

means all intellectual property rights of any kind, whether or not registered or registerable or pending application, in Canada or elsewhere, now or hereafter in effect, and all their tangible embodiments and derivative works, including rights in copyright, the benefit of any waivers of moral rights, database rights, integrated circuit topography rights, mask works, semi-conductor chip protection, trademarks, trade names, service marks, domain names, URLs, patents, plant breeders' rights, industrial designs, design patents and trade secrets;

"Justice"

means the Ministry of Justice of the Government, as may from time to time be renamed or continued or such other part of the Government or government organization to which the administration of this Agreement is moved or transferred through machinery of government changes;

"Knowledge Transfer Period"

means the period commencing on the end of the Term (or such earlier date agreed in the last approved Knowledge Transfer Plan) and ending 90 days after the end of the Term (which may be extended if the parties agree in writing);

"Knowledge Transfer Plan"	has the meaning set out in section 87 of this Agreement;
"Lead Role"	means a Role described as a Lead Role in Schedule C (Roles, Approved Services Workers, Subcontractors and Locations);
"Licensed Software"	means any third-party software and related documentation in existence prior to the start of the Term or developed independently of the Contractor's Agreements, whether or not Incorporated Material, including any Open Source Code;
"Material"	means the Produced Material and the Received Material;
"New Source Code"	means all source code for Custom Software;
"No Extra Charge"	means the specified Service or requirement is, depending on whether it relates to Services being provided at time and expenses or fixed price, either: <ul style="list-style-type: none"> a. to be provided at the hourly rates set out for the related time and expenses Services, without extra charge as an expense; or b. deemed included in the fixed price for the related fixed price Services, without increase or extra charge as a consequence.
"Non-material Supplier"	means an Affiliate, PwC Firm or unrelated third party to the Contractor supplying non-material, ordinary course goods or services that has no access to any Personal Information, Province facilities, Province Systems, Received Material or Province confidential information under this Agreement, and no role in producing or providing Produced Material or performing any Services;
"Normal Working Hours"	means 0830 to 1630 hours Pacific time on a Business Day;
"Open Source Code"	means any computer code licensed or distributed: <ul style="list-style-type: none"> a. as "open source", "freeware" or "free software", but excluding public domain software; or b. under any terms and conditions that require that any computer code distributed with, derived from, consisting of, embedding or incorporating such computer code: <ul style="list-style-type: none"> i. be made accessible or distributed in source code form to others; ii. be licensed to others for the purpose of making derivative works; iii. be licensed to others under terms that allow reverse engineering, reverse assembly or disassembly or other study for any purpose; or iv. be redistributable to others at no charge;
"Personal Information"	has the meaning given in the Privacy Protection Schedule;
"Priority"	means the category used to identify the relative importance of an Incident or Problem
"Problem"	means a cause of one or more Incidents;
"Produced Material"	means records, software (including New Source Code) and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the

"Proposal"	Contractor or a Subcontractor and includes the Incorporated Material but excludes the Contractor Non-incorporated Material; has the meaning set out in recital B;
"Province"	means Her Majesty the Queen in right of the Province of British Columbia;
"Province's Systems"	includes Systems of third parties that the Province makes available to the Contractor and, for greater clarity, includes the Designated PaaS;
"PwC Firm"	means a member firm of the global network of separate and independent PricewaterhouseCoopers firms, excluding the Contractor;
"PwC Firm Subcontractor"	means a Subcontractor that is a PwC Firm;
"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, including the Government;
"RFP"	has the meaning set out in recital A;
"Role"	means a role described in Schedule C (Roles, Approved Services Workers, Subcontractors and Locations) required to be filled by a Services Worker having the responsibilities and attributes in terms of skills, experience and qualifications if any described in that Schedule or otherwise agreed;
"Root Cause Analysis"	means the analysis identifying the root cause of particular Incidents, Problems, missed Service Level Targets or other service failures and developing a solution or remediation plan to prevent or resolve such Incidents, Problems, missed Service Levels or service failures in the future;
"Salesforce"	means in relation to Salesforce.com;
"Salesforce.com"	means Salesforce.com Canada Corporation (howsoever capitalized, including any successors) and any entity which directly or indirectly controls, is controlled by, or is under common control with Salesforce.com Canada Corporation where "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;
"Second-line Support"	means the second level in a hierarchy of support groups involved in the resolution of Incidents and investigation of Problems;
"Second Management Level"	means for the applicable party, the representative set out in Schedule H (Contacts and Addresses for Notices) for this level (including the representative's authorized delegate), as the party may change from time to time by prior written notice to the other;
"Service Desk"	means the Contractor's point of contact for Service Requests set out in Schedule H (Contacts and Addresses for Notices), as the Contractor may change from time to time by prior written notice to the Province;
"Service Level"	means the measured and reported achievement against the applicable Service Level Target;

"Service Level Target"	means the specific, measurable and achievable target for a specific Service set out in Schedule J or the applicable SOW based on the Province's requirements for the Service to meet its business objectives;
"Service Request"	means an Incident ticket, service order, work order or other authorization, however named, by the Province, for specified Services to be provided, as may be modified by the Province;
"Services"	means the services described as within scope in Schedule B (Services) that may be or are (as the context allows) requested under this Agreement under this Agreement,
"Services Worker"	has the meaning set out in Schedule G (Security Schedule);
"Specifications"	means, as applicable to the nature of the Deliverable: <ul style="list-style-type: none"> a. Included Specifications; b. additional specifications described or referenced in the SOW, whether internal or external, including technical design, functional, operating and performance requirements, and standards; and c. the standards set out in sections 47.a, b, d and e of this Agreement;
"Standby Service"	means the as, if and when requested service provided by a specified Services Worker in a specified Role for a specified period of time for standing by at a specified telephone number to be immediately available to commence the provision of Services in case contacted directly by the Province;
"Statement of Work" or "SOW"	means a binding SOW entered into in accordance with section 34 in writing, as modified by Change Order if any;
"Subcontractor"	means a person under this Agreement agreed to or deemed to be agreed to by the Province in Schedule C (Roles, Approved Services Workers, Subcontractors and Locations) to perform any or any specified obligations under this Agreement, whether a PwC Firm or an Affiliate of the Contractor or as the Contractor's direct or indirect subcontractor or supplier, subject to any contrary intention in a SOW, but excluding a Non-material Supplier;
"Systems"	has the meaning set out in Schedule G (Security Schedule);
"Term"	means the term of this Agreement described in section 8 of this Agreement (including any renewal);
"Third-line Support"	means the third level in a hierarchy of support groups involved in the resolution of Incidents and investigation of Problems, which is the level most likely to involve co-ordination with the Designated PaaS provider;
"Third Management Level"	means for the applicable party, the representative set out in Schedule H (Contacts and Addresses for Notices) for this level (including the representative's authorized delegate), as the party may change from time to time by prior written notice to the other;
"Tribunal"	means a tribunal, howsoever named, established or continued under an Act of the province of British Columbia;

"Tribunal Agreement"	has the meaning given in section 13 of the Government's Agreement;
"Tribunal Transformation Initiative"	means the Province's initiative to invest in user-focused dispute resolution processes and technology supports to enable Tribunals to cut costs, complexity, and delay for Tribunal users as referred to in the RFP and discussed in the Government of British Columbia, Ministry of Justice, <i>White Paper on Justice Reform, Part Two: A Timely, Balanced, Justice System</i> , at pages 11 and 12, as may be accessed at http://www.justicebc.ca/shared/pdfs/WhitePaperTwo.pdf ;
"Warranty Period"	means for: <ul style="list-style-type: none"> a. Deliverables having Acceptance Criteria, the first 90 days after Acceptance; and b. all other Deliverables, the first 90 days after completion of the related Service Request or delivery, as applicable;
"Working Papers"	mean the internal records prepared by the Contractor, at the Contractor's expense, to evidence the Services performed, strictly as required to remain in compliance with the applicable rules of professional conduct of the provincial institutes of chartered accounts, the Ordre des CPA du Quebec and/or other professional regulations, standards or guidelines binding the Contractor and for no other purpose;
"WorkSafeBC"	means the workers' compensation board continued under the <i>Workers' Compensation Act</i> (British Columbia).

SCHEDULE B – SERVICES

WITHIN SCOPE

Services

1. The following are Services within scope on an as, if and when requested basis:
 - a. Consulting Services;
 - b. Development Services;
 - c. Application Management Services;
 - d. Commercialization Feasibility Services;
 - e. transition services;
 - f. knowledge transfer services; and
 - g. incidental services to any of the foregoing as described in this Agreement, each as more particularly described in this Agreement, including this Schedule.

Consulting Services

2. Clients may request any “Consulting Services”, which are consulting services in support of the Tribunal Transformation Initiative, including:
 - a. project management;
 - b. business analysis;
 - c. business architecture;
 - d. change management;
 - e. user experience; and
 - f. service, process and solution design.
3. Some examples of Deliverables for Consulting Services that a Client may request are engagements with In-house Resources and other suppliers of the Province to facilitate discussions on transformation potential, cost profiles, process efficiencies, user experience, or service, process and solution design, and using business architecture or other approaches to capture, confirm and quantify the results of such engagements.

Development Services

4. Clients may request any “Development Services”, which are services for and in relation to the development of Custom Software in support of the Tribunal Transformation Initiative in relation to the Designated PaaS, including:
 - a. solution architecture;
 - b. platform architecture;
 - c. data architecture;
 - d. user interface design;
 - e. front-end development;
 - f. back end development;
 - g. declarative development;
 - h. quality assurance; and

- i. technical support training;
 - j. user training;
 - k. production support of Custom Software during Normal Working Hours;
 - l. support for deployment of code releases and implementation support outside of Normal Working Hours;
 - m. Standby Service.
5. Some examples of Deliverables for Development Services that a Client may request for specific projects are project plans for approval, Custom Software and related Documentation.

Application Management Services

6. Clients may request any "Application Management Services", which are support and maintenance services in support of the Tribunal Transformation Initiative, including:
- a. any and all activities associated with the full and optimal functionality of the Expert System, Dispute Resolution Suite and Custom Software during or outside of Normal Working Hours, including:
 - i. fixes, which may include, as applicable to the Incident or Problem:
 - ii. providing proposals for specific fixes;
 - iii. programming, testing and migrating fixes to the appropriate test instance;
 - iv. migrating fixes through the development, test and production environments with In-house Resources or the Province's other suppliers as may be instructed;
 - v. documenting fixes; and
 - vi. monitoring and supporting the change to production;
 - vii. code management;
 - viii. monitoring and analysis of the Expert System, Dispute Resolution Suite and Custom Software and the Designated PaaS; and
 - b. Standby Service.
7. Some examples of Deliverables for Application Management Services that a Client may request are proposals for fixes, Custom Software and related Documentation.

Commercialization Feasibility Services

8. Only Justice may request "Commercialization Feasibility Services", which are services with respect to:
- a. determining and advising on the marketability to other jurisdictions of either or both the Expert System and Dispute Resolution Suite; and
 - b. advising on a reusability strategy and architectural practices to make the commercialization of either or both the Expert System and Dispute Resolution Suite.

OUTSIDE SCOPE

9. Any commercialization of either or both the Expert System and Dispute Resolution is outside the scope of the Services and requires a separate agreement as more particularly described in sections 161 and 162 of this Agreement.
10. Commercialization Feasibility Services are outside the scope of a Tribunal Agreement.

SCHEDULE C – ROLES, APPROVED SERVICE WORKERS, SUBCONTRACTORS AND LOCATIONS

LEAD ROLES

1. The Lead Roles and their primary responsibilities and attributes in terms of skills, experience and qualifications ("Competencies") are as follows:

Lead Role	Responsibilities	Competencies
Engagement Manager	statement of work negotiation, issue and relationship management, with overall accountability for the Services and authority to make decisions on Contractor's behalf	<ul style="list-style-type: none"> • five or more years' experience delivering project oversight, issue resolution, and client relationship management
Solution Architect & Delivery Lead	providing solution clarity, project leadership, oversight and who has a proven capability to create design clarity, and motivate the team to meet the high expectations of the Client as articulated in conceptual designs	<ul style="list-style-type: none"> • five or more years' experience designing, leading, communicating and succeeding in developing effective business solutions; and • recent experience designing software solutions with public sector
Lead Salesforce Architect	providing technical direction, senior Salesforce expertise and review of technical deliverables	<ul style="list-style-type: none"> • Salesforce.com developer certification; • experience in commercialization of software and Salesforce.com best practices, and Salesforce AppExchange requirements; and • five or more years' experience in senior technical roles on application development projects
Lead Management Consultant	engaging with business areas to discuss transformation potential, cost profiles and process efficiencies, using business architecture and other approaches	<ul style="list-style-type: none"> • five or more years' experience in senior management consulting roles, specifically in a public sector environment including: <ul style="list-style-type: none"> ○ Facilitating stakeholder meetings under stressful circumstances; ○ cost modelling; ○ outcome evaluation; and ○ business process design and architecture
Lead Integration Specialist	providing technical expertise on integrating with Government's corporate systems, such as IDIR, BCeID, BCExpressPay, etc.	<ul style="list-style-type: none"> • 5 years five or more years' experience in senior technical consulting roles, specifically in a public sector environment including, recent experience integrating with: <ul style="list-style-type: none"> ○ BCExpressPay; ○ IDIR; ○ BCeID; and ○ CA SiteMinder
Lead Salesforce UI/UX Designer	designing application usability and mobile responsiveness	<ul style="list-style-type: none"> • five or more years' experience in senior UI/UX Designer roles on Salesforce.com application development projects

Lead Salesforce Front End Developer	developing custom web components utilizing Visualforce, HTML, CSS, JavaScript and JQuery libraries	<ul style="list-style-type: none"> • five or more years' experience in senior Lead Salesforce Front End Developer development projects utilizing Visualforce, HTML, CSS, JavaScript and JQuery libraries • Salesforce.com developer certification
Lead Salesforce Backend Developer	developing the application, required web services, and data layer, including APEX controllers, batch jobs and triggers	<ul style="list-style-type: none"> • five or more years' experience in senior Lead Salesforce Backend Developer Salesforce.com development projects roles, including developing the application, required web services, and data layer, including APEX controllers, batch jobs and triggers; • Salesforce.com developer certification; and • Java programming experience, and training.
Lead Salesforce Data Architect	providing data direction and review of associated deliverables	<ul style="list-style-type: none"> • five or more years' experience in senior data architecture roles on Salesforce.com application development projects
Lead Salesforce Declarative Developer	developing and configuring objects and fields, workflow, security, reports and dashboard in Force.com via the native report and dashboard builder	<ul style="list-style-type: none"> • five or more years' experience in senior Lead Salesforce Backend Developer Salesforce.com development projects, including developing and configure objects and fields, workflow, security, reports and dashboard in Force.com via the native report and dashboard builder; and • Salesforce.com developer certification.
Lead Salesforce Quality Assurance	testing and reviewing application development and defects created, providing sign-off for release to production	<ul style="list-style-type: none"> • five or more years' experience in senior Lead Salesforce Quality Assurance roles on Salesforce.com development projects
Lead Project Manager	managing tasks, schedule, budgets and issues as they arise	<ul style="list-style-type: none"> • five or more years' experience in senior Lead Project Manager roles on agile Salesforce.com development projects; • Experience working in the Public Sector; and • A project management designation
Lead Business Analyst	developing and reviewing requirements, workflows, user stories and acceptance criteria	<ul style="list-style-type: none"> • five or more years' experience in senior Lead Business Analyst roles on Salesforce.com development projects

NON-LEAD ROLES

2. The Roles, other than Lead Roles, and their general responsibilities and attributes in terms of skills, experience and qualifications ("Competencies") are as follows:

Non-Lead Role	Responsibilities	Competencies
Salesforce UI/UX Designer		
Salesforce Data Architect		

Management Consultant		
Salesforce Front End Developer		
Salesforce Declarative Developer		
Project Manager		
Salesforce Back End Developer		
Salesforce Quality Assurance		
Business Analyst		

SERVICE WORKERS FILLING LEAD ROLES AND THEIR GEOGRAPHIC WORK LOCATION

3. Unless the Province otherwise consents in writing, no more than one Services Worker may be in any Lead Role and no Services Worker may be in more than one Lead Role, except that the Services Worker filling the Engagement Manager Lead Role may be in another Lead Role.
4. The following Lead Roles are filled by the following Services Workers, who are employees of the Contractor unless otherwise noted and are based in Greater Vancouver or Greater Victoria as set out below:

Lead Role	Name of Services Worker	Greater Vancouver ("Van") or Greater Victoria ("Vic")
Engagement Manager	Gert du Prééz	
Solution Architect & Delivery Lead	Mike Harlow	
Lead Salesforce Architect	Matt Francis	
Lead Management Consultant	Kyle Stamm	
Lead Integration Specialist	Dan Wolfe	
Lead Salesforce UI/UX Designer	Trinity Wolfe	Van
Lead Salesforce Front End Developer	Jan Julian	Van
Lead Salesforce Backend Developer	Davie Ching	Van
Lead Salesforce Data Architect	Auto Germans	Van
Lead Salesforce Declarative Developer	Jeff Summers	Van
Lead Salesforce Quality Assurance	Ravi Dudeja	Van
Lead Project Manager	Rebecca Young	
Lead Business Analyst	Sanjoy Joseph	

WORK LOCATIONS IN GREATER VICTORIA OR GREATER VANCOUVER

5. Services Workers filling Roles will be based in either or both Greater Victoria or Greater Vancouver at the following work locations unless otherwise stated in section 6, which are the Contractor's "Facilities" within the meaning of Schedule G (Security Schedule):
- 250 Howe Street, Vancouver;
 - 525 Fort Street, Victoria.

SUBCONTRACTORS AND ADDITIONAL WORK LOCATIONS

6. The following persons are Subcontractors of the Contractor that may perform any obligations of the Contractor under this Agreement in relation to Services provided by Services Workers in the following Roles at the work locations in section 5, unless otherwise set out below or agreed in writing:

Subcontractor	Roles	Work Locations
Belmar Consulting Group Inc., a company registered in British Columbia	Software development services and related roles.	#204, 3185 Willingdon Green, Burnaby, BC V5G 4P3
Procom Consultants Group Ltd., a company extraterritorially registered in British Columbia, subcontracting to Subcontractors:	PwC Canada's preferred supplier and processor of independent professional services contractors.	
Hewlett-Packard (Canada) Co., a company extraterritorially registered in British Columbia	Software development services and related roles.	
Hive One Collaborative Systems Ltd, a company registered in British Columbia	Software development services and related roles.	

PwC Firm Subcontractor	Roles	Work Locations
PricewaterhouseCoopers LLP, a Delaware limited liability partnership	Software development services and related roles.	

SCHEDULE D – FEES AND EXPENSES

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, 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 120.c of this Agreement) in respect of any SOW shall be as set out in that SOW in accordance with section c or b of this Agreement as applicable.

Prohibited Charging: Despite sections 2 and 3 of this Schedule, the Contractor will not be entitled to charge fees and expenses, or to payment, for those Services the Agreement requires to be provided at no charge to the Province.

2. FEES:

Services at Time and Expenses: Fees when the Contractor provides the Services on a time and expenses basis as agreed in a SOW will be at the applicable rates per hour by Role for the period and work location of Services Worker as set out in Appendix 1 to this Schedule or the SOW in accordance with section 102 of this Agreement, billable in the increments specified in that Appendix as the "Billing Increment".

As stipulated in the RFP, the overtime rate shall be the same as the hourly rate during Normal Working Hours.

As stipulated in the RFP, fees when the Contractor provides **Standby Service** under a SOW will be at **25%** of the rate per hour that would otherwise be applicable under this Agreement for the Role and work location of the specified Services Worker standing by, provided that no fee will be billable or payable if the Services Worker is unable to be contacted or unavailable to commence the provision of Services when requested by the Province. If and when Services actually commence by the Services Worker on standby as requested by the Province, the non-discounted hourly rate will apply.

Services at Fixed Price: Fees when the Contractor provides the Services on a fixed price basis as agreed in a SOW will be as set out in the SOW.

3. EXPENSES:

Expenses: When the applicable SOW provides for time and expenses pricing or a fixed price that expressly excludes such expenses from the fixed price, the following expenses may be allowable expenses, but only if supported by receipt (except where not required by the Province):

- a. travel, accommodation and meal expenses, for travel pre-approved by the Client greater than 32 kilometers away from the Contractor's work location for the Services Worker in Greater Victoria or Greater Vancouver, provided that travel is not to the other area (i.e., not between Greater Victoria and Greater Vancouver), on the same basis as the Province pays its Group I employees when they are on travel status (as may be accessed from the website of the BC Public Service Agency at http://www.bcpublicserviceagency.gov.bc.ca/policy/down/Appendix_1_Travel_Allowances.pdf);
- b. any additional security requirements for Services Workers stipulated in the SOW by the Client under section 4 of Schedule G (Security Schedule),

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described above in this section to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds, or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

To obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Client specified in the SOW, a written statement of account in a form and format satisfactory to the Province:

- a. for time and expenses Services, monthly for Services provided in the previous monthly billing period commencing on the 1st of each month, or as otherwise set out in the applicable SOW; and
- b. for fixed price Services, the time specified in the SOW.

Each statement of account must set out:

- a. the Contractor's legal name and address;
- b. the date of the statement, and, if applicable, the billing period to which the statement pertains;
- c. the Contractor's calculation of all fees claimed for the billing period, including a declaration:
 - i. in the case of time and expenses Services, all hours worked and on which dates, by Role and by Services Worker, on which Services or Deliverables, for the billing period, and
 - ii. in the case of fixed price Services, the Services and the Services period or milestone completed or Acceptance of Deliverables as contemplated by the SOW, and
 - iii. as applicable to the calculation, a description of the applicable rate or fixed price;
- d. a chronological listing, in reasonable detail, of any allowable expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any goods and services tax ("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 any applicable taxes payable by the Province in relation to the Services;
- f. a description of this Agreement (for example, the Province's Ministry Contract Number) and the SOW number to which the statement relates;
- g. the Contractor's statement number for identification;
- h. itemization of non-billable hours worked during the billing period, including Role and on which Services or Deliverables (for example, Engagement Manager services, or warranty service on which Deliverable); and
- i. 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.

Payments Subject to Hold back: Subject to section 126 (Withholding of amounts) of this Agreement, the Province may hold back from any payment due to the Contractor:

- a. the amount specified (if any) in a SOW until the completion of Warranty Period support or as otherwise specified in the SOW; and
- b. final payment and release of final hold back until the Contractor has delivered the documents referred to in section 156 (Matters respecting intellectual property) of this Agreement.

SCHEDULE D – Appendix 1 – Hourly Rates

Billing Increment: 15 minutes, or fraction thereof.

Hourly Rates by Role during the specified period of the Term and, if different, by the Services Worker's work location base in Greater Victoria or Greater Vancouver:

ROLES	Contract Signing – March 31 2016 All- inclusive Hourly Rate		April 1 2016 – March 31 2017 All-inclusive Hourly Rate		April 1 2017 – March 31 2018 All-inclusive Hourly Rate	
	Victoria	Vancouver	Victoria	Vancouver	Victoria	Vancouver
Solution Architect & Delivery Lead	\$170.00	\$170.00	\$174.25	\$174.25	\$178.61	\$178.61
Lead Salesforce Architect	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Lead Management Consultant	\$160.00	\$160.00	\$164.00	\$164.00	\$168.10	\$168.10
Lead Integration Specialist	\$165.00	\$165.00	\$169.13	\$169.13	\$173.35	\$173.35
Lead Salesforce Data Architect	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Lead Salesforce UI/UX Designer	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
Lead Salesforce Front End Developer	\$175.00	\$175.00	\$179.38	\$179.38	\$183.86	\$183.86
Lead Salesforce Backend Developer	\$175.00	\$175.00	\$179.38	\$179.38	\$183.86	\$183.86
Lead Salesforce Declarative Developer	\$175.00	\$175.00	\$179.38	\$179.38	\$183.86	\$183.86
Lead Salesforce Quality Assurance	\$220.00	\$220.00	\$225.50	\$225.50	\$231.13	\$231.13
Lead Project Manager	\$185.00	\$185.00	\$189.63	\$189.63	\$194.37	\$194.37
Lead Business Analyst	\$185.00	\$185.00	\$189.63	\$189.63	\$194.37	\$194.37
Management Consultant	\$160.00	\$160.00	\$164.00	\$164.00	\$168.10	\$168.10
Project Manager	\$135.00	\$135.00	\$138.38	\$138.38	\$141.83	\$141.83
Business Analyst (also known as Systems Analyst)	\$130.00	\$130.00	\$133.25	\$133.25	\$136.58	\$136.58
Salesforce Data Architect	\$150.00	\$150.00	\$153.75	\$153.75	\$157.59	\$157.59
Salesforce UI/UX Designer	\$135.00	\$135.00	\$138.38	\$138.38	\$141.83	\$141.83
Salesforce Front End Developer	\$130.00	\$130.00	\$133.25	\$133.25	\$136.58	\$136.58
Salesforce Back End Developer	\$130.00	\$130.00	\$133.25	\$133.25	\$136.58	\$136.58
Salesforce Declarative Developer	\$135.00	\$135.00	\$138.38	\$138.38	\$141.83	\$141.83
Salesforce Quality Assurance	\$135.00	\$135.00	\$138.38	\$138.38	\$141.83	\$141.83

The hourly rates in effect immediately before the expiry of the then current Term of the Agreement will continue to apply to Services based on time and expenses under any SOWs that survive such Term, unless otherwise agreed in a renewal of this Agreement that follows that Term.

SCHEDULE E – INSURANCE

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term and the terms of any SOWs that extend longer than 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 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; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, not less than \$2,000,000.
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 and the terms of any SOWs that extend longer than the Term, the Contractor must provide, 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, subject to Contractor's compliance with confidentiality obligations in the subject insurance policies, make accessible to the Province certified copies of the required insurance policies. The parties acknowledge and agree that the certified copies of the required insurance policies represent commercial information about Contractor that is being made accessible in confidence and the disclosure of such information could reasonably be expected to result in undue financial loss to Contractor, significantly harm the competitive position of Contractor and/or result in similar information no longer being supplied to a public body.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b) of this Schedule, then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.
5. Unless otherwise agreed by the Province in writing when approving a proposed subcontractor, the Contractor will ensure all Subcontractors under this Agreement carry equivalent types and amounts of insurance as required of the Contractor under this Agreement.

SCHEDULE F - PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,

"access"	means disclosure by the provision of access;
"Act"	means the <i>Freedom of Information and Protection of Privacy Act</i> ;
"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; and
"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 but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
- (a) enable the 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.

Collection of personal information

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

Accuracy of personal information

6. 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 personal information

7. If the Contractor receives a request for access to personal 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 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.

Correction of personal information

8. 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.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, 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 made to the Province, the Contractor disclosed the information being corrected or annotated.
11. 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

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

Storage and access to personal information

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

Retention of personal information

14. Unless the Agreement otherwise specifies, the 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

15. 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.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada 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.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand 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 foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the 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 in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection. The Province agrees to comply with all reasonable security policies and procedures of the Contractor applicable to visitors while on the Contractor's premises and disclosed to the Province that do not unreasonably interfere with the conduct of the Province's rights under this section.

Compliance with the Act and directions

21. 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 applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. 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.

Notice of non-compliance

23. 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.

Termination of Agreement

24. 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

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

SCHEDULE G - SECURITY SCHEDULE

Definitions

1. In this Schedule, unless the context otherwise requires:

"Confidential Information"	means Personal Information and information the Contractor must treat as confidential under this Agreement, whether or not in record form;
"Contractor's Systems"	includes Systems of third parties that the Contractor authorizes its Services Workers to use in providing the Services (for example, the portable computing device of a Services Worker employed by the Contractor who is authorized to use that device pursuant to the Contractor's work at home or bring your own device to work policy or a data storage service used by the Contractor to back-up data);
"Facilities"	means the facilities used in providing the Services, including those housing Systems (including Systems awaiting disposal) or Confidential Information;
"Information Incident"	means an unwanted or unexpected event or series of events that threaten privacy or security of Confidential Information, including its unauthorized access, collection, use, disclosure, alteration, storage or disposal, whether or not in record form and whether accidental or deliberate;
"Personal Information"	has the meaning given in the Privacy Protection Schedule;
"Sensitive Information"	means, whether or not in record form: <ul style="list-style-type: none">(i) Personal Information,(ii) Confidential Information marked or identified when disclosed as "High Sensitivity", "Cabinet Confidential", "Sensitive Information" or the like, and(iii) other Confidential Information (if any) specified in Appendix 2 if appended;
"Services Worker"	means an individual involved in providing the Services for or on behalf of the Contractor, including: <ul style="list-style-type: none">(i) the Contractor or a subcontractor if an individual, or(ii) an employee or volunteer of the Contractor or of a subcontractor; and
"Systems"	means the equipment or interconnected systems or subsystems of equipment, including software, hardware and networks, used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, emission, transmission or reception of: <ul style="list-style-type: none">(i) Confidential Information, or(ii) information, whether or not in record form, used in providing the Services.

Schedule contains additional obligations

2. The obligations in this Schedule are in addition to other obligations in this Agreement relating to security (if any), including in the Privacy Protection Schedule.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to either Confidential Information through Systems supplied by the Services Worker or Sensitive Information

unless the Services Worker is contractually bound to the Contractor in writing to keep that information confidential on terms no less protective than applicable to the Contractor under this Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee, volunteer or subcontractor of the Contractor to have access to Sensitive Information, the Province's Systems or, subject to applicable laws and any express exception in this Agreement, otherwise be involved in providing the Services if, after having subjected the Services Worker to the Contractor's personnel security screening requirements, which must be no less stringent than the requirements in Appendix 1 and any additional security requirements the Contractor may consider appropriate or the Client may stipulate in a Statement of Work for a particular Tribunal, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. Subject to applicable laws, the Contractor must retain records of its compliance with Appendix 1.

Services Worker information security training

5. The Contractor is responsible for ensuring Services Workers are aware of the requirements of the *Freedom of Information and Protection of Privacy Act* as it relates to this Agreement and any other enactment in effect from time to time relating to handling information. Without limiting the foregoing, the Province may require particular Services Workers to complete any relevant information security awareness, education and training provided by the Province online or otherwise before those Services Workers may provide specific Services or receive or access particular Confidential Information or particular Systems or Facilities of the Province and may require the Contractor to keep records tracking such training.

Access controls

6. The Contractor must apply security controls to:
 - (a) limit access to the Contractor Facilities where practicable and Contractor's Systems to those persons authorized by the Contractor to have that access and for the purposes they are authorized, which security control must include measures to verify the identity of those persons and to revoke access when conditions for authorization cease;
 - (b) limit access to records containing Sensitive Information to those Services Workers authorized by the Contractor to have that access and for the purposes they are authorized to perform the Contractor's obligations under this Agreement, which must include measures to verify the identity of those Services Workers and to revoke access when conditions for the Service Worker's authorization cease; and
 - (c) limit the performance of all maintenance on the Contractor's Systems where a plausible risk exists that records containing Sensitive Information could be accessed by the performers of maintenance, despite the Contractor's efforts to comply with paragraph (b), to either authorized Services Workers or, if those records cannot be removed first, other persons who are bound by similar confidentiality agreements and meet similar security screening requirements.

Access audit logs

7. The Contractor must keep in accordance with sections 8 and 9 detailed records logging and monitoring:
 - (a) accesses to records containing Sensitive Information transported or stored on the Contractor's Systems, except as this Agreement or the Province in writing may instruct otherwise.
8. The records described in section 7 must include the following details for each event when appropriate for the technology:
 - (a) Services Worker identification;
 - (b) date, time and details of event;
 - (c) subject matter accessed; and
 - (d) details of unauthorized access or tampering.

9. The Contractor must keep and protect the records described in section 7 from unauthorized access, alteration or destruction for no less than two years after the end of the calendar year ending December 31st in which the records are created unless the Province agrees in writing to a different period. This includes applying security controls to prevent individuals from being able to alter, erase or deactivate records of their own access.

Contractor's Systems and Facilities protection controls

10. The Contractor must apply security controls to protect the Contractor's Systems and Contractor's Facilities from loss, damage or other occurrence, including from fire and environmental hazards and power interruptions, that may result in them being unavailable when required to provide the Services.
11. If this Agreement limits the processing, transporting or storing of any records containing Confidential Information to particular Contractor's Systems or Contractor's Facilities or their specified location or Services carried on them, the Contractor must, before it makes any change to those Systems or Facilities or Services carried on them that risks reducing the security of those records or to their location to different Systems or Facilities, obtain the Province's written agreement or confirmation that a security threat and risk assessment ("STRA") or privacy impact assessment ("PIA") or both do not need to be performed or updated. Before agreeing, the Province may require the Contractor, at the Contractor's expense, to:
- (a) perform or update, or assist the Province or a mutually acceptable third party in performing or updating, a STRA or PIA, or both, in accordance with Province policies, standards, procedures and guidelines, for review by the Province, and
 - (b) submit a plan and remediate or otherwise address any security threats or risks or privacy impacts of concern to the Province identified in the STRA or PIA within a reasonable time.

Integrity and availability of records

12. The Contractor must apply security controls to maintain the integrity and availability of records containing Confidential Information or other information under the Province's control while possessed, accessed or processed by the Contractor. This includes controls to protect such records on the Contractor's Systems from malicious code (including viruses, disabling or damaging codes, trap doors, listening devices, computer worms and Trojan Horses), including as appropriate:
- (a) ensuring regularly updated software designed to scan for, detect and provide protection from malicious code is installed with real-time scanning and periodic scanning of all discs enabled,
 - (b) maintaining and following business continuity plans to recover from malicious code incidents,
 - (c) scanning backup media prior to restoration so that malicious code is not introduced or re-introduced into such Systems, and
 - (d) installing critical security patches and updates to all installed software.
13. For section 12, maintaining the integrity of Confidential Information means that, except as this Agreement or the Province may instruct otherwise, the Confidential Information has:
- (a) remained as accurate and complete as when it was obtained or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Additional security controls for Sensitive Information

14. The Contractor must apply security controls to:
- (a) ensure that records (including backup copies) containing Sensitive Information in transit or stored on the Contractor's Systems (including portable computing and storage devices) are secure and encrypted in accordance with the Province's "Cryptographic Standards for Information Protection" (as may be accessed from the website of the Office of the Chief Information Officer at <http://www.cio.gov.bc.ca>), except as this Agreement may specify other cryptographic standards;

- (b) protect and limit access to the Contractor's Systems that will transport or store Sensitive Information through the following means when appropriate for the technology:
 - (i) segregating or partitioning Systems to separate and restrict access to Sensitive Information from other records (for example, storing Sensitive Information on a computer or server in a separate, password-protected, encrypted virtual disk or folder),
 - (ii) storing and transporting portable storage devices safely,
 - (iii) protecting the Systems with a physical locking, restraint or security mechanism,
 - (iv) ensuring network perimeters and network traffic control points are established or firewalls are installed and enabled,
 - (v) having appropriate log-in procedures to the Systems and Sensitive Information stored on the Systems, such as:
 - (1) requiring user identifiers that are unique and personal for log-in,
 - (2) requiring complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that require changing at predetermined intervals and are encrypted (not displayed) when entered, biometric accesses, keys, smart cards or other logical or physical access controls or combinations of them,
 - (3) applying locking screen-savers and session time-out mechanisms,
 - (4) applying limits on unsuccessful attempts to log-in, and
 - (5) logging unauthorized changes to system security settings and controls that may enable unauthorized access or tampering,
 - (vi) disabling unneeded ports, protocols and services, and
 - (vii) performing any remote management in a secure manner, using encrypted communication channels and adequate access controls; and
- (c) ensure records (including backup copies) containing Sensitive Information are not disclosed, accessed from, or stored (including on any Services Worker's portable computing device or third party data storage service) outside Canada without the Province's prior written consent, except as may be in a written direction under the Privacy Protection Schedule.

Documentation of security controls, including changes

- 15. Unless this Agreement specifies otherwise, the Contractor must keep detailed records documenting, and logging any changes to, security controls to support compliance with sections 6, 10, 12 and 14.
- 16. The Contractor's security control documentation and records required to support compliance with this Schedule, including the records described in sections 4, 5, 7 and 15, which may be subject to privacy protection laws governing the private sector, but excluding the log described in section 23, are or are deemed to be the sole property of the Contractor and under Contractor control and not Produced Material.

Province's Systems and Facilities

- 17. If the Province makes available any of the Province's Facilities or Systems for use in providing any Services, the Contractor must comply with:
 - (a) section 12.3.1 (Appropriate Use of Government Resources) of the Province's "Core Policy and Procedures Manual", Chapter 12 (Information Management and Information Technology Management) (as may be accessed from the website of the Office of the Comptroller General through <http://www.fin.gov.bc.ca>) as it relates to Systems (including the referenced document "Appropriate Use of Government Information and Information Technology Resources" (also known as the "Appropriate Use Policy") as may be accessed from the website of the Office of the Chief Information Officer at <http://www.cio.gov.bc.ca>); and
 - (b) other reasonable policies, standards and procedures provided by the Province, if any, on acceptable use, protection of, and access to, such Facilities or Systems,

in addition to other applicable provisions of this Agreement and only permit its authorized Services Workers who have been instructed to comply with such policies, standards, procedures and provisions to have such access.

18. The Province has the rights to:

- (a) not make the Province's Facilities or Systems available before the Contractor or Services Worker or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such Facilities or Systems;
- (b) not permit particular Systems to connect to the Province's Systems until satisfied with the security controls to be applied;
- (c) keep access and other audit logs and monitor and analyze use of the Province's Facilities and Systems to verify compliance, investigate suspected or actual breaches or Information Incidents and protect the Province's assets, including records, in compliance with laws, including the *Freedom of Information and Protection of Privacy Act* and *Document Disposal Act*, and the Province's policies; and
- (d) limit or revoke access, in addition to any other rights the Province may have.

Notice of demands for disclosure

19. If, after complying with any applicable obligations under this Agreement relating to responding to requests for Material or Personal Information, the Contractor is still required to produce, provide access to or otherwise disclose any Sensitive Information pursuant to any enactment or any subpoena, warrant, order, demand or other request from a court, government agency or other legal authority, the Contractor must 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.

Notice of Information Incidents

20. In addition to any requirement imposed under the *Freedom of Information and Protection of Privacy Act* or other law, if, during or after the Term, the Contractor discovers a suspected or actual Information Incident, the Contractor must:
- (a) immediately report the particulars of the Information 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, follow the procedure for reporting and managing information incidents on the website of the Office of the Chief Information Officer at <http://www.cio.gov.bc.ca> or through <http://www.gov.bc.ca>);
 - (b) make every reasonable effort to recover the Confidential Information or records containing Confidential Information if appropriate in the circumstances and contain the Information Incident, following such instructions as the Province may give.

Review of Information Incidents

21. The Province may review any Information Incident (whether or not reported under section 20) and, if requested, the Contractor must participate in that review and follow any instructions for remediation and prevention to the extent reasonably practicable.

Retention, destruction and delivery of records

22. Subject to written instruction by the Province to retain for a different period or deliver any records, the Contractor must retain records in the Contractor's possession that contain Confidential Information until their delivery or disposal as provided in this Agreement. Except as this Agreement or the Province may instruct otherwise:
- (a) backup, transient and extra copies of records (including configuration data) that contain Confidential Information must be securely destroyed when no longer needed to perform this Agreement;
 - (b) records that contain Confidential Information, other than those destroyed in accordance with paragraph (a), must be securely delivered to the Province when no longer needed to perform this Agreement; and

- (c) if, despite the delivery or disposal of electronic records of Sensitive Information in accordance with this section, any Sensitive Information remains on the storage media used, the storage media must be securely destroyed.
23. The Contractor must keep records logging the dates, particulars, format and means of the delivery or disposal of records that contain Confidential Information and deliver any such log records on request from the Province.

Additional security terms and conditions

24. The Contractor must comply with the additional terms and conditions in Appendix 2 if appended.

Inspection

25. 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:
- (a) request the Contractor to verify compliance with this Schedule to keep security control documentation or records to support compliance; and
 - (b) enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
 - (i) any records in the possession of the Contractor containing Confidential Information or other records under Province control, or
 - (ii) any of the Contractor's information management practices, security control documentation or records required to support compliance with this Schedule relevant to and for the purpose of determining the Contractor's compliance with this Schedule and any other information management requirements under this Agreement

and the Contractor must permit, and provide reasonable assistance to, the Province to exercise 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. The Province agrees to comply with all reasonable security policies and procedures of the Contractor applicable to visitors while on the Contractor's premises and disclosed to the Province that do not unreasonably interfere with the conduct of the Province's rights under this section. For purposes of paragraph (b) of this section, the references to "Contractor" do not apply to any PwC Firm Subcontractor.

Standard for security controls

26. Except as this Agreement may specify otherwise, the Contractor must apply security controls to manage Confidential Information, the Contractor's Systems and Contractor's Facilities, and the Services and related deliverables, that are reasonable and, either:
- (a) documented in policies, standards or procedures (with such records remaining or being the sole property of the Contractor and under the Contractor's control and not Produced Material) based on ISO/IEC 27002:2005 or ISO/IEC 27002:2013 "Information technology — Security techniques — Code of practice for information security management" and reviewed periodically; or
 - (b) compliant with all applicable policies, standards and procedures in the following documents, including any referenced documents (the "Policies"):
 - (i) the Province's "Information Security Policy" (as may be accessed from the website of the Office of the Chief Information Officer at <http://www.cio.gov.bc.ca>); and
 - (ii) the Province's "Information Management / Information Technology Standards Manual" (as may be accessed from the website of the Office of the Chief Information Officer at <http://www.cio.gov.bc.ca>).
27. Security policies, standards and procedures of the Province are subject to change in the Province's discretion and without notice. However, no additional requirement (including a higher standard) will form part of the Policies

unless added in accordance with the applicable change process, if any, in this Agreement. If none, the following change process will apply as between the Contractor (but not a subcontractor) and the Province:

- (a) upon notice of the additional requirement by the Province, the Contractor will have 15 days, or such longer time as the Province may give or agree in writing, to give notice:
 - (i) that the Contractor can comply with the additional requirement without amendment to this Agreement, upon which it will form part of the Policies, or
 - (ii) with supporting detail, including an estimate of the incremental costs that would be incurred, where applicable, that the changes required to implement the additional requirement would:
 - (1) not be technically feasible using existing Facilities and Systems available to the Contractor,
 - (2) result in material costs being incurred not recoverable through the fees and expenses agreed to be paid by the Province under this or another agreement with the Province and would not otherwise be implemented by the Contractor within six months of the Contractor's notice or for the Contractor to comply with law, or
 - (3) affect the dates, time frames or other obligations of the Contractor under this Agreement;
- (b) if notice under paragraph (a)(ii) is received, the Province may agree to amend this Agreement or refer any disagreement on the feasibility or impact of the additional requirement to the dispute resolution process under this Agreement or exercise any other rights it may have; and
- (c) if notice under paragraph (a) is not received within the period given, the additional requirement will be considered added to the Policies without need to amend this Agreement.

28. If the Province agrees to pay any costs of the Contractor to implement changes to comply with an additional requirement to the Policies, the Contractor must not charge the Province an amount more than:

- (a) once, to implement the same change to comply with the same additional requirement under different agreements between the parties, despite any provision in any agreement to the contrary; and
- (b) Province pre-approved, material, incremental costs actually incurred.

29. For greater certainty, the obligations in sections 17 and 18 will not be subject to any change process.

Privacy and security contact

30. If the Contractor is not an individual and not provided elsewhere in this Agreement, the Contractor (but not a subcontractor) must provide in writing to the Province contact information for a Services Worker who will coordinate the Contractor's and subcontractors' compliance and act as a direct contact for the Province on matters related to this Schedule and the Privacy Protection Schedule.

Termination of Agreement

31. In addition to any other rights of termination the Province may have under this Agreement or at law, the Province may, subject to any applicable provision in this Agreement setting a mandatory cure period for default, terminate this Agreement on written notice to the Contractor if the Contractor fails to comply with this Schedule in a material respect.

Interpretation

32. In this Schedule, unless otherwise specified, references to sections are to sections of this Schedule.

33. Unless otherwise specified, any reference to the "Contractor" in this Schedule includes any subcontractor or agent involved in providing the Services, including any further sub-subcontractor of the Contractor and the Contractor must ensure that any such subcontractors or agents comply with this Schedule.

-
34. If there is a conflict between a provision in an appendix to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
35. If there is a conflict between:
- (a) a provision of this Agreement, this Schedule or an appendix to this Schedule; and
 - (b) a documented security control required by this Schedule to be followed by the Contractor,
- the provision of this Agreement, Schedule or appendix will prevail to the extent of the conflict.
36. Sections 20 to 25 of this Schedule and any other obligations of the Contractor in this Schedule (including any appendix) 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 even after this Agreement ends.

SCHEDULE G – Appendix 1 – Security screening requirements

This Appendix is to assist the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker* that has not expired, as described in the table below. Subject to applicable laws, the Contractor must keep records of those verifications. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> • BC Services Card (photo) • Combination driver’s licence and BC Services Card (photo) • B.C. driver’s licence or learner’s licence (photo) • B.C. Identification (BCID) card (not without expiry date) <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Canadian Record of Landing/Canadian Immigration Identification Record • Passport • Permanent Resident Card • Secure Certificate of Indian Status (must have holographic design) 	<ul style="list-style-type: none"> • Bank card (only if holder’s name is imprinted and signed on card) • BC Services Card (non-photo) • B.C. CareCard or other health card issued by province or territory • Canadian or U.S. driver’s licence • Canadian Forces ID • Correctional Service Conditional Release Card • Credit card (only if holder’s name is imprinted on card) • Department of National Defense 404 driver’s license (name, signature and photo) • Employee ID with photo • Firearms Acquisition Certificate • Foreign Affairs Canada or consular identification • Foreign birth certificate (a baptismal certificate is not acceptable) • Native Status card • Naturalization certificate • NEXUS card (name and photo) • Parole Certificate ID • Passport (Canada or foreign, including U.S. passport card) • Police identification • Student card (School ID) • Social Insurance Card (must have signature strip) • Vehicle registration (only if signed)

* It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, and keep records of those verifications.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must keep records of those verifications.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Criminal history check

5. Unless otherwise agreed by the Province in writing in advance, the Contractor must obtain an "Enhanced Security Screening" clearance, consisting of a "Level 4 Police Record Check" and "JUSTIN/CORNET Database Check", for each Services Worker ("Enhanced Security Screening"). The results of the Enhanced Security Screening must be shared with the Ministry and the Enhanced Security Screening must be repeated as necessary for all continuing Services Workers, but no less frequently than at least once every five years, to ensure the Enhanced Security Screening stays up-to-date.

5. SCHEDULE H - CONTACTS AND ADDRESSES FOR NOTICES

FOR THE CONTRACTOR:

NOTICES:	PricewaterhouseCoopers LLP
Street Address	525 Fort Street, Suite 201, Victoria BC V8W 1E8
Mailing Address, if different from street address	
Attention (This is the "Engagement Manager" as defined in Schedule A.)	Gert du Preez
Telephone No.	(604) 806-7006
Fax No.	(250) 298-5265

FIRST MANAGEMENT LEVEL:	Gert du Preez, Director
SECOND MANAGEMENT LEVEL:	Owen Taylor, Partner
THIRD MANAGEMENT LEVEL:	Mike Harris, Partner

SERVICE DESK:	
Telephone No.	
E-mail	

FOR THE PROVINCE:

NOTICES:	Information System Branch Ministry of Justice Government of British Columbia
Street Address	4 th floor, 910 Government St. Victoria, BC
Mailing Address, if different from street address	P.O. Box, Stn Prov Gov Victoria, BC
Attention (This is the "Agreement Manager" as defined in Schedule A.)	Director, Tribunal Transformation Justice Services Branch
Telephone No.	250-387-1761
Fax No.	250-387-1189

FIRST MANAGEMENT LEVEL:	Instructing Client Contact specified in applicable SOW and otherwise: Director, Tribunal Transformation Justice Services Branch
SECOND MANAGEMENT LEVEL:	Chief Information Officer Information Systems Branch
THIRD MANAGEMENT LEVEL:	Executive Director Justice Services Branch / Dispute Resolution Office

SCHEDULE I – INCLUDED SPECIFICATIONS

1. The following records may from time to time set out or refer to documents that set out requirements (“Included Specifications”) applicable to Deliverables of the type described in such document:
 - a. the Province’s “Information Management / Information Technology Standards Manual” (as may be accessed from the website of the Office of the Chief Information Officer at <http://www.cio.gov.bc.ca>); and
 - b. the Province’s “Information Security Policy” (as may be accessed from the website of the Office of the Chief Information Officer at <http://www.cio.gov.bc.ca>).

SCHEDULE J – SERVICE LEVEL TARGETS

1. In this Agreement, "Priority" levels are described as follows:

Priority	Action required	Description of urgency and impact
1	Urgent	Users are acutely disadvantaged in some way or a large number of users are affected or business process/financial impact on any Client is high.
2	Default	Users are inconvenienced in some way or a moderate number of users are affected or business process/financial impact on Client or Clients overall is moderate.
3	Not urgent	Users are inconvenienced but not significantly or a minimal number of users are affected or business process/financial impact on Client or Clients overall is low.

2. The following Service Level Targets apply to Development Services:

Description	Priority	Service Level Target
response time	1 2 3	within 2 hours of receipt of Service Request during Normal Working Hours
time to fix or provide a temporary work around if appropriate and propose a fix acceptable to the Client	1 2 3	within 24 hours of receipt of Service Request

3. The following Service Level Targets apply to Application Management Services:

Description	Priority	Service Level Target
response time	1 2 3	within 2 hours of receipt of the request (whether during or outside of Normal Business Hours)
time to fix or provide a temporary work around if appropriate and propose a fix acceptable to the Client	1 2 3	within 24 hours of receipt of the request

SCHEDULE K – PERMITTED OPEN SOURCE CODE

SCHEDULE L - FORM OF TRIBUNAL AGREEMENT

TRIBUNAL AGREEMENT

EFFECTIVE DATE: *[INSTRUCTIONS: insert date]*

BETWEEN:

[INSTRUCTIONS: insert Client legal name]

(the "Client")

AND:

PRICEWATERHOUSECOOPERS LLP, doing business as "PwC", an Ontario Limited Liability Partnership registered extraterritorially in British Columbia

(the "Contractor")

RECITALS:

- A. PricewaterhouseCoopers LLP as the "Contractor" and Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Justice (as the "Government" or "Province") entered into a "Tribunal Transformation Initiative Professional Services Agreement" so entitled, resulting out of RFP No. AG-JSB-73114 or No. JAG-JSB-73114, and made effective *[INSTRUCTIONS: *insert date]* (as amended and novated, if at all, and in effect on the effective date set out above with the Contractor as the "Contractor" therein, the "Government's Agreement");
- B. The Client wishes to enter into an agreement with the Contractor on the same terms and conditions (including prices) as the Government's Agreement with the Client as a "Client" within the meaning of the Government's Agreement, subject to the terms set out below.

IN CONSIDERATION of the premises and mutual promises below, \$1.00 now paid by the Client to the Contractor and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. All capitalized terms not otherwise defined in this Agreement have the meanings given to them in the Government's Agreement.
2. This Agreement between the Client and the Contractor is a separate agreement from the Government's Agreement between the Government and the Contractor.
3. The Client and the Contractor agree that, as of the effective date first set out above, the Client and the Contractor will be deemed to have entered into a Tribunal Agreement on the same terms and conditions (including prices) as the Government's Agreement as may be amended from time to time, subject to the following:
 - a. all references in the Government's Agreement to "this Agreement" will be deemed to refer to this Agreement (in other words, this Tribunal Agreement between the Client and the Contractor);
 - b. all references to the "Province", but not to the "Government", in the Government's Agreement will be deemed to refer to the Client of this Agreement;

- c. all references to the "parties" in the Government's Agreement will be deemed to refer to the parties to this Agreement;
 - d. all references to the "Effective Date" in the Government's Agreement" will be deemed to refer to the Effective Date of this Agreement;
 - e. sections 17, 18, 152, 153 and 154 of the Government's Agreement are not part of this Agreement;
 - f. the Province's contact information in Schedule H (Contacts and Addresses for Notices) to the Government's Agreement will be deleted and replaced with the Client's contact information set out in Annex 1 annexed to and forming part of this Agreement;
 - g. the terms and conditions in the Government's Agreement are modified or supplemented by the terms and conditions set out as Supplemental Terms in Annex 2 (if any) annexed to and forming part of this Agreement to the extent that they do not detract from any rights or benefits in favour of the Government; and
 - h. the term of this Agreement commences the Effective Date first set out above and expires the same time as the Term of the Government's Agreement expires (as may be renewed by the Government) or is terminated, unless this Agreement is terminated earlier by the Client or the Contractor in accordance with its terms.
4. The Contractor will advise the Client if the Term of the Government's Agreement is extended or terminated early.
5. The Client represents to the Contractor that the Client has entered or will concurrently enter into an agreement with the Government that:
- a. authorizes the Client to enter into this Agreement;
 - b. assigns any Intellectual Property Rights that the Client may acquire in any Custom Software or related Documentation that may be produced or provided to the Client under this Agreement to the Government; and
 - c. grants the Client a license from the Government to use and modify any Custom Software and related Documentation that may be produced or provided to the Client under this Agreement for purposes consistent with the Tribunal Transformation Initiative, which include obtaining the Services set out in Schedule B of the Government's Agreement.
6. This Agreement will terminate effective upon the Client ceasing to be a "Client" within the meaning of Schedule A to the Government's Agreement unless the Government otherwise agrees in writing.
7. For greater certainty, all amendments and novations, if any, to the Government's Agreement (excluding any SOW made under it) made by the Government and the Contractor on or after the effective date of this Agreement are deemed to be made to this Agreement without further amendment of this Agreement.
8. Upon the effective date of this Agreement, the Client will have the same rights and obligations that the Province or Clients that are part of the Government have under the Government's Agreement, subject to the terms expressly set out in this Agreement, and will be entitled to purchase any Services pursuant to the issuance of SOWs under this Agreement in the same manner as a Client that is part of the Government is entitled to do so under the Government's Agreement.
9. For greater certainty, sections 124 and 125 of the Government's Agreement will apply to any interest calculations on overdue accounts and overpayments under this Tribunal Agreement, whether or not the regulations referenced in those sections apply to the Client.
10. This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of British Columbia and of Canada applicable in the province.
11. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered by a method provided for in section 223, which must actually be received, is an original, and all of which together have the

same effect as if each party had signed the same document.

AGREED by the parties through their duly authorized signatories on the dates below.

For, and on behalf of *[INSTRUCTIONS: insert Client Legal Name]*

For, and on behalf of **PRICEWATERHOUSECOOPERS LLP**

By: _____
Sign

By: _____
Sign

Print Name

Print Name

Title

Title

Witness Signature

Witness Signature

Date

Date

ANNEX 1

FOR THE CLIENT:

NOTICES:	<i>[INSTRUCTIONS: insert legal name of Client and, if applicable, organizational unit]</i>
Street Address	
Mailing Address, if different from street address	
Attention (this is the "Agreement Manager" as defined in Schedule A)	
Telephone No.	
Fax No.	

FIRST MANAGEMENT LEVEL:	
SECOND MANAGEMENT LEVEL:	
THIRD MANAGEMENT LEVEL:	

	NA	NA	NA			
The proposal <u>must</u> be received at the closing location before the specified closing time.			Y / N	Y	Y	Y
The proposal <u>must</u> be in English and must <u>not</u> be sent by mail, courier, hand, facsimile or e-mail.			Y / N	Y	Y	Y
One electronic copy of the proposal <u>must</u> be submitted, in accordance with BC Bid instructions for e-bidding. Only pre-authorized e-bidders registered on the BC Bid system can submit electronic bids.			Y/N	Y	Y	Y
Proponents <u>must</u> provide an address of an office location that is in Greater Victoria or Greater Vancouver where the Contractor's team will be located				Y	Y	Y
Proponents <u>must</u> complete and submit Appendix D (Professional Services Relevant Project Experience Form)				Y	Y	Y
Proponents <u>must</u> complete and submit Appendix E (Professional Services Organizational Capacity and Resources).				Y	Y	Y
Proponents <u>must</u> complete and submit Appendix F (Professional Services Pricing Form). All proposed hourly rates <u>must not</u> be more than \$250.00.				Y	Y	Y

Quality of response	Multiply the points available by this factor
Excellent; meets all of our requirements (100%)	1
A sound response; fully meets most of our requirements (80%)	0.8
Acceptable at a minimum level; meets our basic requirements (60%)	0.6
Falls short of meeting basic expectations (40%)	0.4
Does not address our needs (20%)	0.2
The response is completely unacceptable or the information is missing altogether (0%)	0

Desirable Criteria	100%	100		33	89	89
Approach	15%	15	9	7	12	14
Categories of Professional Services	Consulting Services	2		1	2	2
	Development Services	6		3	4	6
	Application Management Services	3		2	3	3
	Commercilaization Services	3		1	2	2
Value Added Features	Quality Scoring Guide	1		0	1	1
Capabilities	50%	50	30	26	42	41
Proponenet's Salesforce Experience	5 years experience	1		1	1	1
	5 certified salesforce developers	1		1	1	1
	SF partner	1		1	1	1
	Quality of Proponent Reference Projects *	4		2	3	3
	• %of 12 leads on each reference project	3		1	1	0
Lead resources - Quality of resumes & explanations, scored by Quality Scoring Guide	Soulition Architect and Delivery Lead	3		1	3	3
	Lead Salesforce Architech	3		1	3	3
	Lead Management Consultant	3		1	3	3
	Lead Integration Specalist	3		2	2	3
	Lead Salesforce UI/UX Designer	3		1	3	1
	Lead Salesforce Front End Dev	3		2	3	3
	Lead Salesforce Backend Dev	3		3	2	3
	Lead Salesforce Data Arch	3		1	3	3
	Lead Salesforce Declaritive Dev	3		1	3	3
	Lead Salesforce QA	3		1	3	3
	Lead PM	3		1	1	2
	Lead BA	3		3	3	3
Oranizational Capacity and Non Lead Resources	Number of resources (Appendix E)	1		0	1	0
	Quality of non-lead resumes - Quality Scoring Guide	2		1	1	1
Location of Work	Victoria or Vancouver	1		1	1	1
Price	35%	35	NA	0	35	34
Blended Hourly Rate (Weighted Average)	• Pricing Equation (See RFP Section 6.1.3)	35			35	34

Roles	Vic16	Van16	Vic17	Van 17	Vic 18	Van18	Vic 3 year average	Van 3 year average	Position Weighting	Vic	Van
SAIL									0.07	11.48	11.48
LSA									0.07	12.92666667	12.92667
LMC									0.05	8.2	8.2
LIS									0.05	7.183333333	7.183333
LSDA									0.04	5.746666667	5.746667
LSUIUXD									0.05	7.183333333	7.183333
LSFED									0.08	13.12	13.12
LSBD									0.08	11.49333333	11.49333
LSDD									0.05	7.183333333	7.183333
LSQA									0.04	5.746666667	5.746667
LPM						s.21			0.04	6.56	6.56
LBA									0.04	5.746666667	5.746667
MC									0.03	4.31	4.31
PM									0.03	4	4
BA									0.03	3.69	3.69
SDA									0.04	5.333333333	5.333333
SUIUIXD									0.04	4.92	4.92
SFED									0.05	6.15	6.15
SBED									0.04	4.92	4.92
SDD									0.04	4.92	4.92
SQA									0.04	4.92	4.92
											s.21

s.21

s.21

Roles	Vic16	Van16	Vic17	Van 17	Vic 18	Van18	Vic 3 year	Van 3 year	Position	Weight	Vic	Van
SAIL										0.07	14.72333333	15.47
LSA										0.07	13.60333333	13.60333
LMC										0.05	10	10.51667
LIS										0.05	9.2	9.716667
LSDA										0.04	5.88	5.48
LSUIUXD										0.05	7.9	7.35
LSFED										0.08	12.18666667	13.04
LSBD										0.08	12.18666667	13.04
LSDD										0.05	8.15	7.616667
LSQA										0.04	6.32	5.48
LPM					s.21					0.04	7.56	7.56
LBA										0.04	6.933333333	6.933333
MC										0.03	5.37	5.04
PM										0.03	5.37	5.37
BA										0.03	4.89	4.89
SDA										0.04	6.32	6.72
SUIUIXD										0.04	5.88	5.48
SFED										0.05	7.1	7.616667
SBED										0.04	5.68	6.093333
SDD										0.04	6.093333333	6.52
SQA										0.04	5.88	6.32
												s.21

Roles	Vic16	Van16	Vic17	Van 17	Vic 18	Van18	Vic 3 year	Van 3 year	Position	Weight	Vic	Van
SAIL										0.07	12.20006667	12.20007
LSA										0.07	17.5	17.5
LMC										0.05	8.201666667	8.201667
LIS										0.05	8.458	8.458
LSDA										0.04	10	10
LSUIUXD										0.05	8.75	8.75
LSFED										0.08	14.35306667	14.35307
LSBD										0.08	14.35306667	14.35307
LSDD										0.05	8.970666667	8.970667
LSQA										0.04	9.021733333	9.021733
LPM					s.21					0.04	7.586666667	7.586667
LBA										0.04	7.586666667	7.586667
MC										0.03	4.921	4.921
PM										0.03	4.1521	4.1521
BA										0.03	3.9983	3.9983
SDA										0.04	6.1512	6.1512
SUIUIXD										0.04	5.536133333	5.536133
SFED										0.05	6.663833333	6.663833
SBED										0.04	5.331066667	5.331067
SDD										0.04	5.536133333	5.536133
SQA										0.04	5.536133333	5.536133
											s.21	0.959642 33.58748