



## **STANDING OFFER**

### **NEW MEDIA ADVERTISING PLACEMENT FOR MINISTRY OF TECHNOLOGY, INNOVATION AND CITIZENS' SERVICES GOVERNMENT COMMUNICATIONS AND PUBLIC ENGAGEMENT (GCPE)**

**STANDING OFFER REFERENCE NUMBER SO-GCPE030**

THIS STANDING OFFER is made the 5<sup>th</sup> day of December, 2013.

**Kimbo Design Inc.  
1251 – 409 Granville Street  
Vancouver, BC V6C 1T2  
Kim Pickett, Principal/Creative Director  
kim@kimbodesign.ca**

(the "Offeror")

**HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, ON THE TERMS AND CONDITIONS DESCRIBED BELOW.**

#### **THE OFFER IS AS FOLLOWS:**

#### **DEFINITIONS**

**1. In this Standing Offer:**

- a. "Contract" means the contract that is formed on receipt by the Offeror of a Draw Down for the Services described in the Draw Down, and which is on the terms and conditions set out in the Province's General Services Agreement, a copy which may be

found at [http://www.pss.gov.bc.ca/psb/gsa/gsa\\_index.html](http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html) as may be updated from time to time, and which includes as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E (if applicable), F, and G (if applicable) attached to the RSO.

- b. "Contractor" means the Offeror who is in receipt of a Draw Down requesting the Services under this SO.

- c. "Draw Down" means a written draw down form issued by a Purchaser to an Offeror against this SO for the provision of a specified quantity of Services at the prices set out in this SO;
- d. "Ministry" means the Province's Ministry of Technology, Innovation and Citizens' Services;
- e. "Offeror" means Kimbo Design Inc;
- f. "Offeror's Representative" means the representative and designated back-up assigned by the Offeror to administer the SO.
- g. "Prices" mean the prices for the Services set out in Schedule "B" to the SO;
- h. "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes Procurement Services and the Ministry;
- i. "Province Representative" means Dawn Stewart, or such other individual designated from time to time by the Province to administer this SO on behalf of the Province;
- j. "Purchaser" means an employee of the Ministry authorized to issue a Draw Down;
- k. "Procurement Services" means the Procurement Services Branch, Ministry of Technology, Innovation and Citizen's Services;
- l. "Services" means those services described in Schedule "A"; and
- m. "Standing Offer" or "SO" means this SO;

- 1.2 All references to dollars, currency, and money must mean Canadian dollars (\$CAD).

#### EXPIRY

- 2.1 This Standing Offer will expire on Dec 4, 2016 unless withdrawn in accordance with section 3.1 K or section 9, or renewed by

the Province for up to 2 additional 1 year periods.

#### STANDING OFFER - GENERAL

- 3.1 The Offeror makes the Offer set out in this SO on the following understandings:
  - a. the establishment of this SO does not oblige the Province to authorize or order all or any of the Services from the Offeror;
  - b. a Contract is formed only on receipt of a Draw Down by the Offeror;
  - c. a Draw Down Form shall form a Contract only for those Services in respect of which a Draw Down has been issued by a Purchaser, provided always that such Draw-Down is made in accordance with the provisions of this SO;
  - d. the Contract will be on the terms and conditions set out in the Province's General Services Agreement which may be found at [http://www.pss.gov.bc.ca/psb/gsa/gsa\\_index.html](http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html) as may be updated from time to time, and will include as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E (if applicable), F, and G (if applicable) and G (if applicable) attached to this SO.
  - e. the Province reserves the right to procure the specified Services by any other means, including the use of other agreements, or by other procurement or contracting methods;
  - f. the liability of a Purchaser will be limited to that which arises from a Contract made prior to the expiry date described in Section 2.1;
  - g. the Province reserves the right to set aside this SO, for whatever reason, and not make it available for any Draw Downs. The Province will promptly notify the Offeror of such action;
  - h. any changes to this SO are to be documented by way of a written addendum between the Offeror and the Province;

- i. the Offeror's Representative, and a designated back-up individual, will be available during the Province's normal business hours, and will have the authority to represent the Offeror with respect to all issued arising under this SO;
- j. if the Offeror offers a lower price to others in the British Columbia public sector for substantially the same services and terms and conditions of a Contract during the term of this SO, that lower price will also apply to this SO. For the purposes of this section, a lower price is a price that is lower than the unit price in Schedule "A";
- k. the Offeror will provide the Province's Representative with 60 days written notice of any changes to the list of Services included in Schedule "A", and the Province will determine, in its sole discretion, whether to accept such changes; and

#### **DRAW DOWN MECHANISM**

4. Services may be ordered by various methods including: in person, facsimile, or email, RSO long as a written Draw Down presented that includes as a minimum:
  - (a) The reference number for this SO;
  - (b) The name/description of the Purchaser;
  - (c) The specified quantity of the Services that are being ordered; and
  - (d) The maximum amount payable for the Draw Down.
5. Draw Downs against a SO paid for with the Province's corporate Purchasing card must be accorded the same prices and be subject to the same terms and conditions as any other Draw-Down.
6. If the Purchaser establishes a Draw Down to the Offeror prior to the expiry of this SO and receives the Services, then the Purchaser will pay to the Offeror the amounts payable as described in Schedule "A".

7. If there is any conflict or inconsistency among any of the Provisions of the following documents:

- a) This SO; and
- b) A Draw Down,

Then the order of precedence will be (a) and then (b).

#### **GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF SERVICES**

8. The terms and conditions contained in the Province's General Service Agreement, a copy of which can be found at [http://www.pss.gov.bc.ca/psb/gsa/gsa\\_index.html](http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html) as may be updated from time to time, and Schedules A to G of this SO will constitute the full and complete agreement (the "Contract") between the parties. In the Province's General Services Agreement, "you" means the Contractor and "we" means the Purchaser.

#### **NOTIFICATION OF WITHDRAWAL**

9. In the event that the Offeror wishes to withdraw this SO, the Offeror shall provide no less than thirty (30) days' written notice to the Province Representative, and such withdrawal of this SO will not be effective until receipt of such notification by the Province Representative and the expiry of such notice period.
9. The Offeror will fulfil any Draw Downs made before the expiry of such notice period.

**SIGNED** by the Offeror



\_\_\_\_\_  
(Authorized Signatory)

Kim Pickett

\_\_\_\_\_  
Print Name

Principal / Creative Director / Digital Strategist

\_\_\_\_\_  
Title

**SCHEDULE "A"****SERVICES**

The Contractor will provide new media placement services (i.e. online advertising, mobile, social media, other new media) to GCPE and other program areas across the provincial government. The Contractor will process media placement requests very quickly as well as provide reporting on current and past media performance and placements. Due to the nature of government's need to communicate with the public about emergency and urgent and evolving situations such as disasters, roadworks, etc., many ad requests will be of an urgent nature.

GCPE may require the Contractor to be accessible during evenings and weekends.

The Contractor will provide the following:

- A. provide a cost estimate based on the media placement details provided by GCPE or ministry program staff; (using your own template and signed/dated by an authorized signatory). Costs to be based on the services and rates included in the Standing Offer. Note: please include two additional signature/date blocks on your Cost Estimate Templates, one for GCPE Executive Director signature and one for Expense Authority signature;
- B. only place advertising which has been approved electronically or in writing by the Executive Director, Communications Support Services or another person designated in writing by the Executive Director;
- C. establish and maintain, over the term of the Contract, compatibility with the principal desktop computing software employed by government for messaging and office applications. Presently, most ministries use Microsoft Office 2007 and Windows XP for word processing and other office applications;
- D. keep accurate, up-to-date financial records and submit financial reports in the form required by the Province when required;
- E. provide innovative proposals on an ongoing basis;
- F. assist with reports, as requested by GCPE and ministries, and provide information to respond to Freedom of Information requests related to government expenditures on advertising placement costs and fees related to the Services provided under the Contract;
- G. keep up to date and innovative performance records of all media placements. This includes online analytics and social media monitoring where applicable;
- H. establish and maintain, according to specific financial requirements, one interest-bearing Trust Account (Canadian dollars) at a financial institution satisfactory to GCPE;

- I. use the Trust Account as referenced in g) to make payment, net of any discounts and applicable taxes, of any amounts charged by media outlets for advertising. The Trust Account will be reconciled annually and the balance remaining remitted to GCPE at the end of each fiscal year March 31<sup>st</sup> and at the end of the contract term;
- J. produce ad hoc reports as requested by GCPE and Communications Offices;
- K. provide a minimum of one strategic information session for government officials and new media trends and techniques and associated presentation material;
- L. provide active assistance in receiving an audit sample and pulling supporting documentation such as procurement documentation, tearsheets, and accounts payable minimally on basis as required by GCPE;
- M. provide copies of all tearsheets, verification of placements and analytics as needed by GCPE;
- N. provide strategic advice and counsel to GCPE, on all aspects of new media advertising planning and placement;
- O. produce blocking charts on all advertising campaigns to be delivered to GCPE as requested;
- P. during periods when advertising is in new media, deliver to GCPE logs of advertising and online analytics, times, product placement and other reports upon GCPE's request;
- Q. be prepared to provide a rationale for new media placement recommendations and written documentation, when requested;
- R. negotiate "make goods" on behalf of the Province in cases where media outlets have run the Province's ads in an unsatisfactory manner; and
- S. provide comprehensive reporting on all province-wide digital campaign executions. Outlining campaign results, effectiveness and other considerations

## **SCHEDULE "B"**

### **Fees**

- Centralized buying and placement services fee will be charged at 3% of net media purchase cost.

### **CLIENT SERVICES**

### **HOURLY RATE**

Account Services (Primary day to day contact)	\$90
Creative Director or Agency Head	\$125
Junior Account Personnel	\$70
Art/Creative Direction	\$110
Copy Writing Services	\$90
Concept Development	\$125
Digital Design Services	\$110
New Media Development	\$110
Web Development	\$125
Coding Hours	\$115
Online Ad Production	\$90
Trafficking	\$70
General Production	\$70
Digital/Online Production	\$90
Media Planning/ Buying	\$70
Search Engine Optimization	\$110

### **Expenses**

- a. pre-approved travel, accommodation and meal expenses for travel greater than 32 kilometers away from 1251 Granville Street, Vancouver, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status;
- b. pre-approved expenses required to perform the services under the terms of this agreement; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above 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.

**SCHEDULE "C"**  
**APPROVED SUBCONTRACTORS**

The Province reserves the right to approve all sub-contractors if and when sub-contracting applies.

**SCHEDULE "D"**

**INSURANCE**

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



4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

## SCHEDULE E

### PRIVACY PROTECTION SCHEDULE

#### Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the 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 correct or annotate 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.

#### **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,
  - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
  - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
  - (c) "Information" means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
  - (d) "Record" means a "record" as defined in the *Interpretation Act*;
  - (e) "Sensitive Information" means
    - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
    - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
  - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
    - (i) the Contractor or a subcontractor if an individual, or
    - (ii) an employee or volunteer of the Contractor or of a subcontractor.

#### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

#### 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 Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive

Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

#### **Services Worker security screening**

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### **Services Worker activity logging**

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### **Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

### **Sensitive Information access control**

9. The Contractor must:
- (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

### **Integrity of Information**

10. The Contractor must:
- (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
- (a) remained as complete as when it was acquired or accessed by the Contractor; and
  - (b) not been altered in any material respect.

### **Documentation of changes to processes**

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

### **Notice of security breaches**

13. If Contractor becomes aware that:
- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
  - (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

#### **Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

#### **Retention of Records**

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

#### **Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

#### **Audit**

17. 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 and, at the Province's discretion, copy:
  - (a) any Records in the possession of the Contractor containing Information; or
  - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

#### **Termination of Agreement**

18. 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**

19. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.



21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached 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.
23. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

## SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting 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,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p><b>Issued by ICBC:</b></p> <ul style="list-style-type: none"><li>• B.C. driver's licence or learner's licence (must have photo)</li><li>• B.C. Identification (BCID) card</li></ul> <p><b>Issued by provincial or territorial government:</b></p> <ul style="list-style-type: none"><li>• Canadian birth certificate</li></ul> <p><b>Issued by Government of Canada:</b></p> <ul style="list-style-type: none"><li>• Canadian Citizenship Card</li><li>• Permanent Resident Card</li><li>• Canadian Record of Landing/Canadian Immigration Identification Record</li></ul>	<ul style="list-style-type: none"><li>• School ID card (student card)</li><li>• Bank card (only if holder's name is on card)</li><li>• Credit card (only if holder's name is on card)</li><li>• Passport</li><li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li><li>• Canadian or U.S. driver's licence</li><li>• Naturalization certificate</li><li>• Canadian Forces identification</li><li>• Police identification</li><li>• Foreign Affairs Canada or consular identification</li><li>• Vehicle registration (only if owner's signature is shown)</li><li>• Picture employee ID card</li><li>• Firearms Acquisition Certificate</li><li>• Social Insurance Card (only if has signature strip)</li><li>• B.C. CareCard</li><li>• Native Status Card</li><li>• Parole Certificate ID</li><li>• Correctional Service Conditional Release Card</li></ul>

\*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, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

### 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 obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

**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.



**STANDING OFFER**  
**ADVERTISING SERVICES**  
**FOR**  
**GOVERNMENT COMMUNICATIONS AND PUBLIC ENGAGEMENT**

STANDING OFFER REFERENCE NUMBER SO-GCPE020

THIS STANDING OFFER is made the 1<sup>st</sup> day of August, 2013.

**KIMBO Design Inc.**  
**#1251 - 409 Granville Street**  
**Vancouver BC V6C 1T2**  
**(604) 738-6448**  
**Kim Pickett, Principal & Creative Director**

(the "Offeror")

**HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, ON THE TERMS AND CONDITIONS DESCRIBED BELOW:**

**THE OFFER IS AS FOLLOWS:**

**DEFINITIONS**

1. In this Standing Offer:

- a. "Contract" means the contract that is formed on receipt by the Offeror of a Draw Down for the Services described in the Draw Down, and which is on the terms and conditions set out in the Province's General Services Agreement, a copy which may be found at [http://www.pss.gov.bc.ca/psb/gsa/gsa\\_index.html](http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html) as may be updated from time to time, and which includes as Schedules to the General

Services Agreement the completed Schedules A, B, C, D, E (if applicable), F, and G (if applicable) attached to the SO.

- b. "Contractor" means the Offeror who is in receipt of a Draw Down requesting the Services under this SO.
- c. "Draw Down" means a written draw down form issued by a Purchaser to an Offeror against this SO for the provision of a specified quantity of Services at the prices set out in this SO;

- d. "GCPE" means Government Communications and Public Engagement;
- e. "Ministry" means the Province's Ministry of Technology, Innovation and Citizens' Services;
- f. "Offeror" means KIMBO Design Inc.
- g. "Offeror's Representative" means the representative and designated back-up assigned by the Offeror to administer the SO.
- h. "Prices" mean the prices for the Services set out in Schedule "B" to the SO;
- i. "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes Procurement Services, the Ministry and GCPE;
- j. "Province Representative" means Name, Procurement Specialist, or such other individual designated from time to time by the Province to administer this SO on behalf of the Province;
- k. "Purchaser" means an employee of GCPE authorized to issue a Draw Down;
- l. "Procurement Services" means the Procurement Services Branch, Ministry of Technology, Innovation and Citizens' Services; and
- m. "Services" means those services described in Schedule "A";
- n. "Standing Offer" or "SO" means this SO; and
- o. "Standing Offer Administrator" means Dawn Stewart, who is the Standing Offer Administrator assigned to oversee the Standing Offer for the Province.

- 1.2 All references to dollars, currency, and money must mean Canadian dollars (\$CAD).

#### EXPIRY

- 2.1 This Standing Offer will expire on July 31, 2015 unless withdrawn in accordance with section 3.1 K or section 9, or renewed by the Province for up to two additional one year periods.

#### STANDING OFFER - GENERAL

- 3.1 The Offeror makes the Offer set out in this SO on the following understandings:
  - a. the establishment of this SO does not oblige the Province to authorize or order all or any of the Services from the Offeror;
  - b. a Contract is formed only on receipt of a Draw Down by the Offeror;
  - c. a Draw Down Form shall form a Contract only for those Services in respect of which a Draw Down has been issued by a Purchaser, provided always that such Draw-Down is made in accordance with the provisions of this SO;
  - d. the Contract will be on the terms and conditions set out in the Province's General Services Agreement which may be found at [http://www.pss.gov.bc.ca/psb/gsa/gsa\\_index.html](http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html) as may be updated from time to time, and will include as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E (if applicable), F, and G (if applicable) and G (if applicable) attached to this SO.
  - e. the Province reserves the right to procure the specified Services by any other means, including the use of other agreements, or by other procurement or contracting methods;
  - f. the liability of a Purchaser will be limited to that which arises from a Contract made prior to the expiry date described in Section 2.1;
  - g. the Province reserves the right to set aside this SO, for whatever reason, and not make it available for any Draw Downs. The Province will promptly notify the Offeror of such action;
  - h. any changes to this SO are to be documented by way of a written addendum between the Offeror and the Province;
  - i. the Offeror's Representative, and a designated back-up individual, will be available during the Province's normal business hours, and will have the authority to represent the Offeror with

respect to all issued arising under this SO;

- j. if the Offeror offers a lower price to others in the British Columbia public sector for substantially the same services and terms and conditions of a Contract during the term of this SO, that lower price will also apply to this SO. For the purposes of this section, a lower price is a price that is lower than the unit price in Schedule "A"; and
- k. the Offeror will provide the Province's Representative with 60 days written notice of any changes to the list of Services included in Schedule "A", and the Province will determine, in its sole discretion, whether to accept such changes.

#### **DRAW DOWN MECHANISM**

- 4. Services may be ordered by various methods including; in person, facsimile, or email, as long as a written Draw Down is presented that includes as a minimum:
  - (a) The reference number for this SO;
  - (b) The name/description of the Purchaser;
  - (c) The specified quantity of the Services that are being ordered; and
  - (d) The maximum amount payable for the Draw Down.
- 5. Draw Downs against a SO paid for with the Province's corporate Purchasing card must be accorded the same prices and be subject to the same terms and conditions as any other Draw-Down.
- 6. If the Purchaser establishes a Draw Down to the Offeror prior to the expiry of this SO and receives the Services, then the Purchaser will pay to the Offeror the

amounts payable as described in Schedule "A".

- 7. If there is any conflict or inconsistency among any of the Provisions of the following documents:

- a) This SO; and
- b) A Draw Down,

Then the order of precedence will be (a) and then (b).


#### **GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF SERVICES**

- 8. The terms and conditions contained in the Province's General Service Agreement, a copy of which can be found at [http://www.pss.gov.bc.ca/psb/gsa/gsa\\_index.html](http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html) as may be updated from time to time, and Schedules A to G of this SO will constitute the full and complete agreement (the "Contract") between the parties. In the Province's General Services Agreement, "you" means the Contractor and "we" means the Purchaser.

#### **NOTIFICATION OF WITHDRAWAL**

- 9. In the event that the Offeror wishes to withdraw this SO, the Offeror shall provide no less than thirty (30) days' written notice to the Province Representative, and such withdrawal of this SO will not be effective until receipt of such notification by the Province Representative and the expiry of such notice period.
- 9. The Offeror will fulfil any Draw Downs made before the expiry of such notice period.

SIGNED by the Offeror

  
\_\_\_\_\_  
(Authorized Signatory)

Kim Pickett

\_\_\_\_\_  
Print Name

Principal & Creative Director

\_\_\_\_\_  
Title

**PROVINCE'S SO CONTACTS:**

1. For further information or clarification  
regarding SO-GCPE001:

Administration:

**Dawn Stewart**

Email: [Dawn.stewart@gov.bc.ca](mailto:Dawn.stewart@gov.bc.ca)

Phone: (250) 356-8595

## **SCHEDULE "A"**

### **SERVICES**

#### **Advertising Web Design and Development**

Offerors will work with GCPE on an as, if and when requested basis on specific projects, building upon communications planning and activities undertaken to date. In addition to any focussed project, the Offeror will also provide creative planning, support and services on an as-needed basis, for all communications activities relating to the strategic priorities of the applicable assignment.

The Web Design and Development Contractor will provide, but not be limited to, the following services:

- a) creative advice and development;
- b) graphic design;
- c) website design;
- d) social media planning and execution;
- e) online marketing;
- f) interactive marketing; and
- g) brand development.

The Contractor's responsibilities, relating to a specific project or assignment may include the following as part of service delivery:

- h) Assisting in database marketing including, without limitation, consumer data acquisition strategies, database segmentation and data mining;
- i) Website design including usability, information architecture, interaction, design, visual design and copy;
- j) Website development including infrastructure, software administration and engineering;
- k) Review of major competitive activities including, without limitation, advertising, direct mail, publications, strategic analysis, website design functionality, partner marketing activities and media coverage;
- l) Assisting in the development and execution of materials associated with special presentations, events and training;
- m) Preparation of project timelines for projects;
- n) Assisting in the development of the overall brand and all of its applications;



- o) Providing insight into consumer, advertising and new media/internet trends;
- p) Making timely payment to all persons, firms and corporations supplying goods or services (or both) in connection with plans and/or material;
- q) Administrative and financial management for multi-partnered projects including collection of all revenue and disbursement of funds for the projects, monthly monitoring and reporting of revenue and expenditures, and final reconciliation reports;
- r) Preparation of project estimates and monthly budget control reports;
- s) Ensuring systems and processes are in place to ensure quality control and value for money, and
- t) Web analytics.

Upon project completion, the Contractor will be required to provide the following to GCPE:

- all graphic working files relating to the project, in a PC compatible format;
- all photos, video and HD footage relating to the project; and
- documentation of all usage and image rights agreements negotiated on behalf of GCPE.

The Contractor will occasionally be expected to attend meetings in Victoria and/or Vancouver on short notice.

The Contractor will be expected to be client focused, and demonstrate flexibility in its management approach to work with the client.

### **Key Personnel**

#### **Account Manager**

The Account Manager has been named as **Kim Pickett**.

The Account Manager will have overall responsibility for the Contract, the authority required to make decisions regarding service delivery, and will be GCPE's contact for day-to-day activities of the Contract. The Account Manager should be easily accessible to GCPE to resolve issues that may arise during the term of the Contract. The Contractor will have a contingency plan to be implemented in the event that the Account Manager becomes unexpectedly unavailable.

Other Key Personnel

Other key personnel who will be assigned to work on government business have been named as follows:

- Julie Yeem , Lead Web & Graphic Designer
- Reija Roberts, Account Manager, Copy Writer
- Hailey Yang, Web and Graphic Designer
- Thanh Nguyen, Lead Web Developer
- Christy Hsu, Administrative Assistant, Project Manager
- Neil Davidson, Web Developer (Sub-Contractor)
- Jason Bristow, IT Consultant (Sub-Contractor)
- 

**NOTE:** GCPE expects that the individuals named in this section will be available for the term of the Standing Offer. Any substitutions to key personnel must be approved by GCPE, and will be required to be equally qualified, as determined by GCPE.

## **SCHEDULE "B"**

### **Pricing**

#### **Advertising Web Development and Design Pricing Schedule**

<b>SERVICES</b>	<b>HOURLY RATE</b>
<b>CLIENT SERVICES</b>	
Account Services (Primary day to day contact)	\$90
Creative Director or Agency Head	\$175
Junior Account Personnel	\$80
Art/Creative Direction	\$125
Copy Writing Services	\$90
Concept Development	\$150
Digital Design Services	\$110
New Media Development	\$110
Web Development	\$175
Coding Hours	\$115
Online Ad Production	\$90
Trafficking	\$70
General Production	\$70
Digital/Online Production	\$90
Optimization	\$110

**SCHEDULE "C"**  
**APPROVED SUBCONTRACTORS**

The Province reserves the right to pre-approve all sub-contractors if and when sub-contracting applies.

## **SCHEDULE "D"**

### **INSURANCE**

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

## SCHEDULE E

### PRIVACY PROTECTION SCHEDULE

#### Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the 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 correct or annotate 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.

#### **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.

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.

#### **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.

**SCHEDULE F**  
**ADDITIONAL TERMS**

Not applicable

## SCHEDULE G

### SECURITY SCHEDULE

#### Definitions

1. In this Schedule,
  - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
  - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
  - (c) "Information" means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
  - (d) "Record" means a "record" as defined in the *Interpretation Act*;
  - (e) "Sensitive Information" means
    - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
    - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
  - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
    - (i) the Contractor or a subcontractor if an individual, or
    - (ii) an employee or volunteer of the Contractor or of a subcontractor.

#### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

#### 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 Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive

Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

#### **Services Worker security screening**

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### **Services Worker activity logging**

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### **Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

### **Sensitive Information access control**

9. The Contractor must:
- (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

### **Integrity of Information**

10. The Contractor must:
- (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
- (a) remained as complete as when it was acquired or accessed by the Contractor; and
  - (b) not been altered in any material respect.

### **Documentation of changes to processes**

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

### **Notice of security breaches**

13. If Contractor becomes aware that:
- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
  - (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

### **Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

### **Retention of Records**

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

### **Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

### **Audit**

17. 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 and, at the Province's discretion, copy:
  - (a) any Records in the possession of the Contractor containing Information; or
  - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

### **Termination of Agreement**

18. 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**

19. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached 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.
23. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

## SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting 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,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p><b>Issued by ICBC:</b></p> <ul style="list-style-type: none"><li>• B.C. driver's licence or learner's licence (must have photo)</li><li>• B.C. Identification (BCID) card</li></ul> <p><b>Issued by provincial or territorial government:</b></p> <ul style="list-style-type: none"><li>• Canadian birth certificate</li></ul> <p><b>Issued by Government of Canada:</b></p> <ul style="list-style-type: none"><li>• Canadian Citizenship Card</li><li>• Permanent Resident Card</li><li>• Canadian Record of Landing/Canadian Immigration Identification Record</li></ul>	<ul style="list-style-type: none"><li>• School ID card (student card)</li><li>• Bank card (only if holder's name is on card)</li><li>• Credit card (only if holder's name is on card)</li><li>• Passport</li><li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li><li>• Canadian or U.S. driver's licence</li><li>• Naturalization certificate</li><li>• Canadian Forces identification</li><li>• Police identification</li><li>• Foreign Affairs Canada or consular identification</li><li>• Vehicle registration (only if owner's signature is shown)</li><li>• Picture employee ID card</li><li>• Firearms Acquisition Certificate</li><li>• Social Insurance Card (only if has signature strip)</li><li>• B.C. CareCard</li><li>• Native Status Card</li><li>• Parole Certificate ID</li><li>• Correctional Service Conditional Release Card</li></ul>

\*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, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

### 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 obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

**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.