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From: Kapoor, Bobby MTIC:EX
Sent: Thursday, November 12, 2015 12:59 PM
To: office@macauley.ca
Cc: Liversedge, Karen P MTIC:EX
Subject: Request for Proposal ON-002755

November 12, 2015

Macauley & Associates Consulting Inc.
742 Hampshire Road
Victoria, BC V8S 4S4

Dear George Macauley:

Thank you for your response to Request for Proposal (RFP) ON-002755. The Ministry of Technology, Innovation and Citizens' Services has completed its evaluation process and has determined that Macauley & Associates Consulting Inc. is the successful Proponent.

Keren Liversedge will be contacting you directly to setup a time to finalize the Contract. Once again, thank you for your participation in this process.

Regards,

Bobby Kapoor
Procurement Specialist
Strategic and Advisory Services

INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



<i>For Administrative Purposes Only</i>	
<p>Ministry Contract No.: C16RPD34369 Requisition No.: 34369 Solicitation No.(if applicable): ON-002755 Commodity Code: _____</p> <p>Contractor Information</p> <p>Supplier Name: Macauley & Associates Inc. Supplier No.: 158742 Telephone No.: 250.812.8148 E-mail Address: Office@macauley.ca Website: _____</p>	<p>Financial Information</p> <p>Client: 112 Responsibility Centre: 32M09 Service Line: 25004 STOB: 6101 Project: 3200000</p> <p>Template version: December 1, 2013</p>

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SCHEDULE A – SERVICES

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
- Part 4 - Statements of Account
- Part 5 - Payments Due

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 12th day of November 2015.

BETWEEN:

Macauley & Associates Consulting Inc. (the "Contractor") with the following specified address and fax number:

742 Hampshire road
Victoria, BC V8S 4S4

Email: Office@Macauley.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Technology, Innovation and Citizens' Service (the "Province") with the following specified address and fax number:

E242 – 4000 Seymour Place
PO Box 9412 STN PROV GOV
Victoria, BC V8W 9V1

Email: Karen.Liversedge@gov.bc.ca

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that

the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and

- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;

- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

Rights in relation to Incorporated Material

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

Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole 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.

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and
 - (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from 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 5.1, 5.2, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, 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

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then, without limiting section 9.1, 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 cooperate 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.

Insurance

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

Workers compensation

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

Personal optional protection

- 9.8 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,

- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
- if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;

- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of arbitration or mediation

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

- 14.1 In this Agreement:

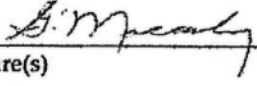

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>4th</u> day of <u>January</u>, 20<u>16</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u></u> Signature(s)</p> <p><u>George Macaulay</u> Print Name(s)</p> <p><u>Director</u> Print Title(s)</p>	<p>SIGNED on the <u>5th</u> day of <u>January</u>, 20<u>16</u> on behalf of the Province by its duly authorized representative:</p> <p><u></u> Signature</p> <p><u>PATRICIA MAESUT</u> Print Name</p> <p><u>EXECUTIVE DIRECTOR, RPD</u> Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on *November 12, 2015* and ends on May 30, 2018.
2. The Province may in its sole discretion renew this Agreement for up to two additional terms of one (1) year each on the same terms and conditions excepting this renewal provision.

PART 2. SERVICES:

The parties acknowledge that the Province intends to issue a procurement (the “FM Procurement Project” or “project”) to replace the existing master services agreement between Brookfield GIS - Workplace Solutions Inc. and the Province, and the Contractor will provide Services as described herein, related to the FM Procurement Project.

Services

The Contractor will provide on-going advisory services to the Facilities Management Services Branch, Real Property Division, Ministry of Technology, Innovation and Citizens’ Services on an as, if and when requested basis, as it conducts the project, as follows:

- a) Act as an independent observer, providing on-going input and recommendations with respect to the fairness of the project;
- b) If requested by the Province or in the discretion of the Contractor, observe and/or monitor meetings with respondents and proponents, and site visits (if any), and provide an introduction of the Contractor at those meetings;
- c) Identify processes which may not be fair and propose options for consideration by the project team;
- d) If requested by the Province or in the discretion of the Contractor, attend various project and governance meetings that will inform the direction of the project, strategy and procurement activities;
- e) If requested by the Province or in the discretion of the Contractor, attend steering and advisory committees with stakeholders, as well as meetings with private sector vendors, to monitor the fairness of the substance, content, and decisions arising from these meetings;
- f) Review the procurement documentation so as to understand the Province’s non-contract A procurement process;
- g) Monitor the process for adherence to the terms of the procurement documents;
- h) Observe and/or monitor the evaluation of submissions and any subsequent negotiation processes, as well as final selection of the selected respondent, with regard to adherence to the terms of the procurement documents;
- i) Throughout the project, provide reports to the project team, at an agreed to frequency; and
- j) Upon the conclusion of the project, prepare a report that summarizes the Contractor’s conclusions with respect to the fairness of the project. This report will be made publicly available, subject to applicable legislative requirements (including the *Freedom of Information and Protection of Privacy Act*).

Location

The Contractor will, as required attend meetings at the Real Property Division’s office location in Victoria B.C. (currently 4000 Seymour Place) approximately 3-4 days each week. Occasional attendance will be required at other meeting locations primarily in Victoria BC.

PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4 KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

(a) George Macauley

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$360,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$150.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of applicable fee rates;
- (d) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (e) a description of this Agreement;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation 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 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, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
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, 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. 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), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

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*;
 - (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 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.

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 F – Additional Terms

1. In addition to the Contractor's obligations in section 5.3 (Confidentiality), the Contractor must keep strictly confidential any legal advice the Contractor receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
2. Despite section 13.10 (Independent Contractor), the Contractor is an agent of the Province for the limited purpose of providing instructions on behalf of the Province to, and receiving legal advice on behalf of the Province from, the Province's legal counsel.

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 obligation 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 to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

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

*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

- 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.

Criminal history check

5. The Contractor must arrange for and retain documented results of a criminal history check on a Services Worker obtained through the Services Worker's local policing agency. Criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check on a Services Worker was completed within the previous five years.

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Thursday, November 12, 2015 1:36 PM
To: office@macauley.ca
Cc: Knox, Dave MTIC:EX
Subject: RE: Request for Proposal ON-002755

Hello George. Looking forward to meeting you, and getting you started. I'm afraid we've run on ahead on the project a bit more than would be ideal, so we'll need to catch you up fast!

Please let me know when you're available for a call. Today between 3-4 or tomorrow afternoon would be good times for me. . .

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

From: Kapoor, Bobby MTIC:EX
Sent: Thursday, November 12, 2015 12:59 PM
To: office@macauley.ca
Cc: Liversedge, Karen P MTIC:EX
Subject: Request for Proposal ON-002755

November 12, 2015

Macauley & Associates Consulting Inc.
742 Hampshire Road
Victoria, BC V8S 4S4

Dear George Macauley:

Thank you for your response to Request for Proposal (RFP) ON-002755. The Ministry of Technology, Innovation and Citizens' Services has completed its evaluation process and has determined that Macauley & Associates Consulting Inc. is the successful Proponent.

Keren Liversedge will be contacting you directly to setup a time to finalize the Contract. Once again, thank you for your participation in this process.

Regards,

Bobby Kapoor
Procurement Specialist
Strategic and Advisory Services

Harvey, Caylla MTIC:EX

From: S.22 on behalf of George Macauley <office@macauley.ca>
Sent: Thursday, November 12, 2015 1:43 PM
To: Liversedge, Karen P MTIC:EX
Cc: Knox, Dave MTIC:EX
Subject: Re: Request for Proposal ON-002755

Karen:

Today at 3:00 works for me. I am happy to drop by 4000 then if that works for you, or we can do by phone. Your choice.

Thanks,
George

On Thu, Nov 12, 2015 at 1:36 PM, Liversedge, Karen P MTIC:EX <Karen.Liversedge@gov.bc.ca> wrote:

Hello George. Looking forward to meeting you, and getting you started. I'm afraid we've run on ahead on the project a bit more than would be ideal, so we'll need to catch you up fast!

Please let me know when you're available for a call. Today between 3-4 or tomorrow afternoon would be good times for me. . .

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8

Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: [250-952-8867](tel:250-952-8867) Cell: [250-480-9148](tel:250-480-9148)

Email: Karen.Liversedge@gov.bc.ca

From: Kapoor, Bobby MTIC:EX
Sent: Thursday, November 12, 2015 12:59 PM
To: office@macauley.ca
Cc: Liversedge, Karen P MTIC:EX
Subject: Request for Proposal ON-002755

November 12, 2015

Macauley & Associates Consulting Inc.
742 Hampshire Road

Victoria, BC V8S 4S4

Dear George Macauley:

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Keren Liversedge will be contacting you directly to setup a time to finalize the Contract. Once again, thank you for your participation in this process.

Regards,

Bobby Kapoor
Procurement Specialist

Strategic and Advisory Services

--

George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
250-812-8148

Harvey, Caylla MTIC:EX

From: s.22 on behalf of George Macauley <office@macauley.ca>
Sent: Thursday, November 12, 2015 2:40 PM
To: Liversedge, Karen P MTIC:EX
Cc: Knox, Dave MTIC:EX
Subject: Re: Request for Proposal ON-002755

Karen:

3:00 today works well for me by phone, or if you would like to get together in person please let me know a time tomorrow afternoon that works for you and I will drop out to 4000 Seymour.

Thanks,
George

On Thu, Nov 12, 2015 at 1:43 PM, George Macauley <office@macauley.ca> wrote:
Karen:

Today at 3:00 works for me. I am happy to drop by 4000 then if that works for you, or we can do by phone. Your choice.

Thanks,
George

On Thu, Nov 12, 2015 at 1:36 PM, Liversedge, Karen P MTIC:EX <Karen.Liversedge@gov.bc.ca> wrote:

Hello George. Looking forward to meeting you, and getting you started. I'm afraid we've run on ahead on the project a bit more than would be ideal, so we'll need to catch you up fast!

Please let me know when you're available for a call. Today between 3-4 or tomorrow afternoon would be good times for me. . .

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8

Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: [250-952-8867](tel:250-952-8867) Cell: [250-480-9148](tel:250-480-9148)

Email: Karen.Liversedge@gov.bc.ca

From: Kapoor, Bobby MTIC:EX
Sent: Thursday, November 12, 2015 12:59 PM
To: office@macauley.ca
Cc: Liversedge, Karen P MTIC:EX
Subject: Request for Proposal ON-002755

November 12, 2015

Macauley & Associates Consulting Inc.
742 Hampshire Road

Victoria, BC V8S 4S4

Dear George Macauley:

Thank you for your response to Request for Proposal (RFP) ON-002755. The Ministry of Technology, Innovation and Citizens' Services has completed its evaluation process and has determined that Macauley & Associates Consulting Inc. is the successful Proponent.

Keren Liversedge will be contacting you directly to setup a time to finalize the Contract. Once again, thank you for your participation in this process.

Regards,

Bobby Kapoor
Procurement Specialist

Strategic and Advisory Services

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George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
[250-812-8148](tel:250-812-8148)

--

George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
[250-812-8148](tel:250-812-8148)

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Thursday, November 12, 2015 4:36 PM
To: 'George Macauley'
Cc: Francis, Diane K MTIC:EX
Subject: before I send reading material
Attachments: Conflict of Interest Third Party Oct 2015.docx; Non Disclosure Agreement Third Party Oct 2015.docx; COI Checklist Oct 2015.docx

George, it was great talking to you. I'm so glad you're on the team. Just gathering together some background information for you and realized the first step should be asking you to sign conflict of interest and non-disclosure agreements. Please sign these and return a scanned copy with a copy to Diane Francis.

Thanks

(Diane, George is the successful Fairness Advisor. Would you please add his name and information to the project team list? Thanks)

George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
250-812-8148

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

CONFLICT OF INTEREST ACKNOWLEDGEMENT

THIS ACKNOWLEDGEMENT, dated as of _____ (the "**Effective Date**"), is between Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Technology, Innovation and Citizens' Services (the "**Province**") and _____ the ("**Entity**").

WHEREAS the Province has invited the Entity to participate in a procurement process for certain goods and/or services related to Facilities Management Procurement (the "**Project**") and the Entity has agreed to participate in the Project;

AND WHEREAS the Province's procurement processes must be conducted according to the principles of fair and open public sector procurement in which, *inter alia*, all current and future conflicts of interest must be disclosed by all participants in the process;

AND WHEREAS, as an inducement to the Province to allow the Entity to participate in the Project, the Entity has agreed to enter into the present Conflict of Interest Acknowledgement (the "**Acknowledgement**") to address any potential conflicts of interest that may arise.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Province and the Entity agree as follows:

1. In this Agreement, the term "**Conflict of Interest**" means and refers to any current, future or potential situation in which the Entity or any of its directors or officers may be in a position to unduly exploit the Entity's involvement on the Project so as to realize a material benefit, whether monetary, personal or corporate; and situations in which the Entity's loyalty to the fairness and integrity of the Project is undermined due to its relationship to any potential bidder, proponent or future contractor. Conflicts of Interest include, without limitation, any situation in which:
 - (a) The Entity has a financial interest in any company or organization that submits a bid or proposal in response to the Project or otherwise responds to the procurement process as a potential contractor;
 - (b) The Entity benefits from, or has the potential to derive a benefit from, the use of any information acquired solely by reason of its participation on the Project or any actions or decisions made in its capacity as a participant on the Project;
 - (c) The Entity is an affiliate of any bidder, proponent or future contractor connected to the Project;
 - (d) The Entity is aware, after reasonable due diligence, that any of its directors or officers has a spouse, family member or close friend that works for any bidder, proponent or other entity that provides a bid, proposal or response to the Project or otherwise responds to the procurement process as a potential contractor;
 - (e) The Entity is or finds itself in any other situation which a reasonable person would consider a conflict of interest in relation to the Project, to the degree that the Entity's ability to act in a fair, reasonable and objective manner is, or may be reasonably considered to be, impaired.
2. A Conflict of Interest does not exist in situations in which the Entity is a public sector organization that will receive (either alone or in combination with other public sector organizations) a material benefit solely in the sense that it will be a recipient of the goods and/or services that are the subject of the procurement Project.
3. The Entity represents and warrants, to the benefit of the Province, that it has corporate policies and guidelines that would prohibit the Entity from participating in the Project due to a Conflict of Interest similar to the examples set forth in this Acknowledgement; and that the Entity is not aware of the

existence of any Conflict of Interest as of the Effective Date hereof. The Entity further represents and warrants that it will abide by its own policies and guidelines regarding Conflict of Interest throughout its involvement on the Project and that it will promptly inform the Province of any real or potential Conflict of Interest that may arise after the Effective Date.

4. The Entity agrees that it will disclose the present Acknowledgement to its employees and contractors engaged on the Project and that it will require such employees and contractors to enter into the acknowledgement attached hereto as Exhibit 1 before such employees or contractors are granted access to, or are disclosed any, information with respect to the Project. Any failure of Entity's employees or contractors to comply with the provisions of this Acknowledgement will be deemed a failure of Entity to comply with the provisions of this Acknowledgement.
5. This Acknowledgement is subject to, and will be interpreted in accordance with, the laws of the province of British Columbia and will enure to the benefit of and be binding upon the parties and their successors and permitted assigns. If any portion of this Acknowledgement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion shall be severed and the remaining portion shall remain in full force and effect.
6. This Acknowledgement may be signed in counterparts and each of such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF, the Province and the Entity have each caused this Acknowledgement to be signed and delivered as of the Effective Date.

**HER MAJESTY THE QUEEN in Right of
the Province of British Columbia**, as
represented by the Minister of Technology,
Innovation and Citizens' Services

Name of Entity

EXHIBIT "1"
CONFLICT OF INTEREST ACKNOWLEDGEMENT

_____ ("**Entity**") has executed a Conflict of Interest Acknowledgement (the "**Agreement**") to the benefit of Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Technology, Innovation and Citizens' Services (the "**Province**"), with respect to Facilities Management Procurement (the "**Project**").

You are an employee or contractor of the Entity who has been invited by the Province to participate in the Project as part of the Project team. You acknowledge that throughout your participation on the Project, you may be exposed to situations, vendors and information that may pose a potential, perceived or actual Conflict of Interest. As an inducement to the Province to provide you with information in relation to the Project, and for other valuable consideration (the receipt and sufficiency of which you hereby acknowledge) you acknowledge and agree as follows:

1. You have had the opportunity to review the Agreement entered into by the Entity and the Province to which the present Conflict of Interest Acknowledgement has been attached, including the definition of Conflict of Interest contained therein.
2. The Entity has provided you with a copy of, and you have recently reviewed, the Entity's standards of conduct and/or policies and/or guidelines (the "**Standards of Conduct**") applicable to Conflicts of Interest. You acknowledge that it is a condition of your participation in the Project that you comply with these Standards of Conduct.
3. You further understand that while you are participating in the Project, in addition to your obligations under the Entity's Standards of Conduct, that you must immediately declare to the Project Representative referenced below all potential and actual Conflicts of Interest, as well as any situation that could reasonably be perceived as a Conflict of Interest.
4. In addition to the foregoing, you have received, completed and submitted to the Project Representative a copy the attached Confidentiality and Conflict of Interest Checklist which has been drafted by the Province.

THE ABOVE TERMS are confirmed and acknowledged this _____ day of _____, 2015.

Per: _____

[Name & Title] : _____

[Tel. no. & email address]: _____

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, dated as of _____ (the "**Effective Date**"), is between Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Technology, Innovation and Citizens' Services (the "**Province**") and _____ the ("**Entity**").

WHEREAS the Province has invited the Entity to participate in a procurement process for certain goods and/or services related to Facilities Management Procurement (the "**Project**") and the Entity has agreed to participate in the Project;

AND WHEREAS, during its participation in the Project the Entity will have access to certain confidential or proprietary information in connection with the Project;

AND WHEREAS, in consideration of the disclosure of such confidential or proprietary information, and as an inducement to the Province to allow the Entity to participate in the Project, the Entity has agreed to enter into the present Non-Disclosure Agreement (the "**Agreement**");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Province and the Entity agree as follows:

1. In this Agreement, the term "**Confidential Information**" means any technical, business, financial, marketing, pricing, personal, employee, operational, scientific, research or other information or data related to the Project whether disclosed before or after the Effective Date that is of a confidential nature in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, and that, at the time of disclosure, was designated by the Province as confidential or is otherwise the sort of information that a reasonable person would consider confidential.
2. The Entity acknowledges that, in connection with its participation in the Project, it will have access from time to time to certain Confidential Information belonging to the Province or other third parties. The Entity further acknowledges that uncontrolled disclosure of such Confidential Information may be detrimental to the Province and other third parties.
3. The Entity agrees to hold the Confidential Information in strict confidence, and agrees that it will not disclose, copy, distribute or disseminate the Confidential Information, or documents or information derived from it, in any way to any third party. Without limiting the generality of the foregoing, the Entity agrees that it will treat all Confidential Information as confidential and with a degree of care no less than the degree of care that the Entity employs for the protection of its own confidential information of a similar nature, but in any event no less than in a reasonable manner. The Entity agrees that it will not use, disclose, distribute, disseminate or give access to the Confidential Information, in any form and in any manner, except in connection with its involvement on the Project and then only to the Province, or another member of the Project team designated by the Province, or to the Entity's own employees or contractors involved on the Project on a need-to-know basis, or as otherwise expressly directed in writing by the Province.
4. The Entity represents and warrants, to the benefit of the Province, that all employees and contractors of the Entity who may have access to, or to whom Confidential Information may be disclosed, will be subject to confidentiality obligations in their underlying employment agreements or contracts with the Entity that are at least as restrictive as the Entity's obligations pursuant to the present Agreement. In addition, the Entity agrees that it will disclose the present Agreement to its employees and contractors engaged on the Project and that it will require such employees and contractors to enter into the acknowledgement attached hereto as Exhibit 1 before such employees or contractors are granted access to, or are disclosed any, Confidential Information. Any failure of

Entity's employees or contractors to comply with the provisions of this Agreement will be deemed a failure of Entity to comply with the provisions of this Agreement.

5. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement will prevent the Entity from disclosing Confidential Information that belongs to the Entity and nothing will prevent the Entity from disclosing Confidential Information that the Entity can reasonably demonstrate:
 - (a) was, at the time of disclosure to the Entity, in the public domain;
 - (b) after disclosure to the Entity, is published or otherwise becomes part the public domain through no fault of the Entity;
 - (c) was in the possession of the Entity at the time of disclosure to the Entity, and was not the subject of a pre-existing confidentiality obligation;
 - (d) is also obtained by the Entity from someone other than the Province without an obligation to keep such information confidential;
 - (e) is independently developed by the Entity without use of any part of the Confidential Information; or
 - (f) is Confidential Information the publication, release or disclosure of which is required by law.
6. The Entity agrees to notify the Province of any unauthorized disclosure or use of Confidential Information or attempt to effect the same and to promptly furnish the Province with all reasonable details of such unauthorized disclosure or use of the Confidential Information and to assist the Province in investigating or preventing a recurrence.
7. The Entity acknowledges and agrees that the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province, for which the Province would have no adequate remedy at law. Therefore, to the extent permissible at law, the Entity hereby grants the Province the right, in addition to any other right the Province may have at law or in equity, to seek immediate injunctive relief with respect to any breach or potential breach of this Agreement by the Entity.
8. Upon written request and direction by the Province, the Entity agrees to return to the Province or destroy, all Confidential Information in the Entity's possession within a reasonable time period.
9. The Entity acknowledges and agrees that nothing contained in this Agreement will be construed as granting or conferring any rights by licence or otherwise in the Confidential Information except as expressly provided herein.
10. This Agreement is subject to, and will be interpreted in accordance with, the laws of the province of British Columbia and will enure to the benefit of and be binding upon the parties and their successors and permitted assigns. If any portion of this Acknowledgement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion shall be severed and the remaining portion shall remain in full force and effect.

11. This Agreement may be signed in counterparts and each of such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.
12. This Agreement will remain in full force and effect until the earlier of (a) the Province and the Entity entering into a long-form contract or other agreement in relation to the Project that contains confidentiality provisions that are intended to govern the confidentiality obligations of the parties thereunder; and (b) five years from the Effective Date.

IN WITNESS WHEREOF, the Province and the Entity have each caused this Agreement to be signed and delivered as of the Effective Date.

**HER MAJESTY THE QUEEN in Right of
the Province of British Columbia**, as
represented by the Minister of Technology,
Innovation and Citizens' Services

Name of Entity

EXHIBIT "1"
CONFIDENTIALITY ACKNOWLEDGEMENT

_____ ("**Entity**") has executed a Non-Disclosure Agreement (the "**Agreement**") with Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Technology, Innovation and Citizens' Services (the "**Province**"), with respect to certain information of a confidential nature that may be disclosed in connection with a procurement process for certain goods and/or services related to Facilities Management Procurement (the "**Project**").

You are an employee or contractor of Entity. The Province has invited you, and you have agreed, to participate in the Project as part of the Project team. As an inducement to the Province to provide you with access to Confidential Information in relation to the Project, and for other valuable consideration (the receipt and sufficiency of which you hereby acknowledge) you acknowledge and agree as follows:

1. The term "Confidential Information" will have the meaning given to it in the Agreement to which this Acknowledgement is attached. You have had an opportunity to review the Agreement.
2. Pursuant to an employment agreement or service contract entered into between yourself and the Entity, you are under a general duty not to disclose or misuse confidential information that is disclosed to you in connection with your employment or your work with the Entity.
3. You acknowledge that, in the course of your participation in the Project, you may have access to the Confidential Information referenced in the Agreement. You acknowledge that this Confidential Information is information of a type that is subject to the confidentiality obligations within your employment agreement or service contract with the Entity. In addition, you acknowledge that improper disclosure of the Confidential Information would be detrimental to the Province, other third parties, and contrary to the public interest.
4. You undertake not to disclose the Confidential Information, except:
 - (a) to another member of the Project team as identified by the Province; and
 - (b) in order to fulfill your obligations to the Project as directed by the Province.
5. You undertake to keep all Confidential Information strictly confidential and without the express written consent of the Province first being obtained, not to disclose any portion of the Confidential Information to any other person, company or other entity, and not to use or allow the Confidential Information to be used except in connection with the Project.
6. Exceptions to your confidentiality obligations regarding the Confidential Information are as follows:
 - (a) if disclosure is required by a court of law;
 - (b) if the information received by you has been received from another, non-confidential source; or
 - (c) if the information is subsequently disclosed on a public basis.
7. This Acknowledgement is subject to the laws of the province of British Columbia. If any portion of this Acknowledgement is found to be invalid or unenforceable by law by a Court of competent jurisdiction then that portion shall be severed and the remaining portion shall remain in full force and effect.

Please confirm your acknowledgement and agreement to the above terms by signing a copy of this Acknowledgement and returning it by email to the following address:

THE ABOVE TERMS are confirmed and acknowledged this _____ day of _____, 2015.

Per: _____

[Name & Title] : _____

[Tel. no. & email address]: _____

Confidentiality and Conflict of Interest Checklist

In order to participate or otherwise receive information regarding this Project you are required to sign a CONFIDENTIALITY and CONFLICT OF INTEREST ACKNOWLEDGEMENT/ AGREEMENT FORM and to disclose any conflict(s) you may have. If you are in a conflict of interest, which may be real or perceived, you may not be able to work on this Project or your participation may be limited.

The Province takes conflict of interest very seriously as the consequences may have both professional and personal ramifications.

The following is a non-exhaustive checklist to help you identify possible situations that could be considered a conflict of interest. Please take the time to go through the checklist and if you have any questions or concerns please contact the Project representative (Diane Francis) for the Project at: Diane.Francis@gov.bc.ca.

The Project will result in procurement(s) that may involve different vendors competing for a contract. Some of these prospective vendors may be known at this point, whereas others may show up later during the process. In this document these prospective vendors are referred to as Potential Contractors and include any subcontractors. A Potential Contractor can be any vendor that provides goods or services as a prime contractor or major subcontractor in the Project subject matter space.

Question:	Yes	No
1. Do you have a financial interest in any Potential Contractor?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are you or any affiliates of yours performing any activity, paid or unpaid, with a Potential Contractor?	<input type="checkbox"/>	<input type="checkbox"/>
3. Do you have any family members or close friends that work for a Potential Contractor?	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you meet with any individual who works for a Potential Contractor on a regular basis for reasons other than work?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you worked for any Potential Contractor in the last 18 months?	<input type="checkbox"/>	<input type="checkbox"/>
6. Would you, your family, or close friend benefit directly or indirectly, if any Potential Contractor wins a contract?	<input type="checkbox"/>	<input type="checkbox"/>
7. Are there any other situations, relations, etc. that makes you feel that you may be in a conflict?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered YES or if you have any doubts as to how you should answer, or if you otherwise feel you may be in a conflict of interest, then please contact the Karen Liversedge at: Karen.Liversedge@gov.bc.ca.

If you answered NO to all of the questions, then please sign the forms and return a scanned copy to the Project Representative (Diane.Francis@gov.bc.ca)

The Project office deems all individuals who have signed the forms to have (i) read and stated NO to all questions on this checklist; or (ii) have otherwise been deemed clear of a declared conflict of interest.

Potential Contractors as of September 2015

- 1. Brookfield GIS – Workplace Solutions Inc
- 2. Company 2
- 3. Etc.

Harvey, Caylla MTIC:EX

From: s.22 on behalf of George Macauley <office@macauley.ca>
Sent: Thursday, November 12, 2015 10:30 PM
To: Liversedge, Karen P MTIC:EX
Cc: Francis, Diane K MTIC:EX; Macauley, George JAG:EX
Subject: Re: before I send reading material
Attachments: Non Disclosure Agreement Third Party Oct 2015 - GM Signed.pdf; Conflict of Interest Third Party Oct 2015 - GM Signed.pdf; COI Checklist Oct 2015 - GM.pdf

Karen:

I have attached scanned signed versions of the NDA and COI documents. I look forward to working with you all on this project.

I have a government email address (george.macauley@gov.bc.ca) initiated for work that I do with Ministry of Justice (hence the JAG designation) and I now use for other BC government clients as well. We can use that email address for the project as it is for government purposes and maximizes security.

Thanks,
George

On Thu, Nov 12, 2015 at 4:36 PM, Liversedge, Karen P MTIC:EX <Karen.Liversedge@gov.bc.ca> wrote:

George, it was great talking to you. I'm so glad you're on the team. Just gathering together some background information for you and realized the first step should be asking you to sign conflict of interest and non-disclosure agreements. Please sign these and return a scanned copy with a copy to Diane Francis.

Thanks

(Diane, George is the successful Fairness Advisor. Would you please add his name and information to the project team list? Thanks)

George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
[250-812-8148](tel:250-812-8148)

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8

Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: [250-952-8867](tel:250-952-8867) Cell: [250-480-9148](tel:250-480-9148)

Email: Karen.Liversedge@gov.bc.ca

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George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
250-812-8148

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, dated as of November 12, 2015 (the "**Effective Date**"), is between Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Technology, Innovation and Citizens' Services (the "**Province**") and Macauley & Associates Consulting Inc. (the "**Entity**").

WHEREAS the Province has invited the Entity to participate in a procurement process for certain goods and/or services related to Facilities Management Procurement (the "**Project**") and the Entity has agreed to participate in the Project;

AND WHEREAS, during its participation in the Project the Entity will have access to certain confidential or proprietary information in connection with the Project;

AND WHEREAS, in consideration of the disclosure of such confidential or proprietary information, and as an inducement to the Province to allow the Entity to participate in the Project, the Entity has agreed to enter into the present Non-Disclosure Agreement (the "**Agreement**");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Province and the Entity agree as follows:

1. In this Agreement, the term "**Confidential Information**" means any technical, business, financial, marketing, pricing, personal, employee, operational, scientific, research or other information or data related to the Project whether disclosed before or after the Effective Date that is of a confidential nature in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, and that, at the time of disclosure, was designated by the Province as confidential or is otherwise the sort of information that a reasonable person would consider confidential.
2. The Entity acknowledges that, in connection with its participation in the Project, it will have access from time to time to certain Confidential Information belonging to the Province or other third parties. The Entity further acknowledges that uncontrolled disclosure of such Confidential Information may be detrimental to the Province and other third parties.
3. The Entity agrees to hold the Confidential Information in strict confidence, and agrees that it will not disclose, copy, distribute or disseminate the Confidential Information, or documents or information derived from it, in any way to any third party. Without limiting the generality of the foregoing, the Entity agrees that it will treat all Confidential Information as confidential and with a degree of care no less than the degree of care that the Entity employs for the protection of its own confidential information of a similar nature, but in any event no less than in a reasonable manner. The Entity agrees that it will not use, disclose, distribute, disseminate or give access to the Confidential Information, in any form and in any manner, except in connection with its involvement on the Project and then only to the Province, or another member of the Project team designated by the Province, or to the Entity's own employees or contractors involved on the Project on a need-to-know basis, or as otherwise expressly directed in writing by the Province.
4. The Entity represents and warrants, to the benefit of the Province, that all employees and contractors of the Entity who may have access to, or to whom Confidential Information may be disclosed, will be subject to confidentiality obligations in their underlying employment agreements or contracts with the Entity that are at least as restrictive as the Entity's obligations pursuant to the present Agreement. In addition, the Entity agrees that it will disclose the present Agreement to its employees and contractors engaged on the Project and that it will require such employees and contractors to enter into the acknowledgement attached hereto as Exhibit 1 before such employees or contractors are granted access to, or are disclosed any, Confidential Information. Any failure of

Entity's employees or contractors to comply with the provisions of this Agreement will be deemed a failure of Entity to comply with the provisions of this Agreement.

5. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement will prevent the Entity from disclosing Confidential Information that belongs to the Entity and nothing will prevent the Entity from disclosing Confidential Information that the Entity can reasonably demonstrate:
 - (a) was, at the time of disclosure to the Entity, in the public domain;
 - (b) after disclosure to the Entity, is published or otherwise becomes part the public domain through no fault of the Entity;
 - (c) was in the possession of the Entity at the time of disclosure to the Entity, and was not the subject of a pre-existing confidentiality obligation;
 - (d) is also obtained by the Entity from someone other than the Province without an obligation to keep such information confidential;
 - (e) is independently developed by the Entity without use of any part of the Confidential Information; or
 - (f) is Confidential Information the publication, release or disclosure of which is required by law.
6. The Entity agrees to notify the Province of any unauthorized disclosure or use of Confidential Information or attempt to effect the same and to promptly furnish the Province with all reasonable details of such unauthorized disclosure or use of the Confidential Information and to assist the Province in investigating or preventing a recurrence.
7. The Entity acknowledges and agrees that the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province, for which the Province would have no adequate remedy at law. Therefore, to the extent permissible at law, the Entity hereby grants the Province the right, in addition to any other right the Province may have at law or in equity, to seek immediate injunctive relief with respect to any breach or potential breach of this Agreement by the Entity.
8. Upon written request and direction by the Province, the Entity agrees to return to the Province or destroy, all Confidential Information in the Entity's possession within a reasonable time period.
9. The Entity acknowledges and agrees that nothing contained in this Agreement will be construed as granting or conferring any rights by licence or otherwise in the Confidential Information except as expressly provided herein.
10. This Agreement is subject to, and will be interpreted in accordance with, the laws of the province of British Columbia and will enure to the benefit of and be binding upon the parties and their successors and permitted assigns. If any portion of this Acknowledgement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion shall be severed and the remaining portion shall remain in full force and effect.

11. This Agreement may be signed in counterparts and each of such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.
12. This Agreement will remain in full force and effect until the earlier of (a) the Province and the Entity entering into a long-form contract or other agreement in relation to the Project that contains confidentiality provisions that are intended to govern the confidentiality obligations of the parties thereunder; and (b) five years from the Effective Date.

IN WITNESS WHEREOF, the Province and the Entity have each caused this Agreement to be signed and delivered as of the Effective Date.

**HER MAJESTY THE QUEEN in Right of
the Province of British Columbia, as
represented by the Minister of Technology,
Innovation and Citizens' Services**

Macauley & Associates Consulting Inc.

Per: S. Macaulay

EXHIBIT "1"
CONFIDENTIALITY ACKNOWLEDGEMENT

Macauley & Associates Consulting Inc. ("**Entity**") has executed a Non-Disclosure Agreement (the "**Agreement**") with Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Technology, Innovation and Citizens' Services (the "**Province**"), with respect to certain information of a confidential nature that may be disclosed in connection with a procurement process for certain goods and/or services related to Facilities Management Procurement (the "**Project**").

You are an employee or contractor of Entity. The Province has invited you, and you have agreed, to participate in the Project as part of the Project team. As an inducement to the Province to provide you with access to Confidential Information in relation to the Project, and for other valuable consideration (the receipt and sufficiency of which you hereby acknowledge) you acknowledge and agree as follows:

1. The term "Confidential Information" will have the meaning given to it in the Agreement to which this Acknowledgement is attached. You have had an opportunity to review the Agreement.
2. Pursuant to an employment agreement or service contract entered into between yourself and the Entity, you are under a general duty not to disclose or misuse confidential information that is disclosed to you in connection with your employment or your work with the Entity.
3. You acknowledge that, in the course of your participation in the Project, you may have access to the Confidential Information referenced in the Agreement. You acknowledge that this Confidential Information is information of a type that is subject to the confidentiality obligations within your employment agreement or service contract with the Entity. In addition, you acknowledge that improper disclosure of the Confidential Information would be detrimental to the Province, other third parties, and contrary to the public interest.
4. You undertake not to disclose the Confidential Information, except:
 - (a) to another member of the Project team as identified by the Province; and
 - (b) in order to fulfill your obligations to the Project as directed by the Province.
5. You undertake to keep all Confidential Information strictly confidential and without the express written consent of the Province first being obtained, not to disclose any portion of the Confidential Information to any other person, company or other entity, and not to use or allow the Confidential Information to be used except in connection with the Project.
6. Exceptions to your confidentiality obligations regarding the Confidential Information are as follows:
 - (a) if disclosure is required by a court of law;
 - (b) if the information received by you has been received from another, non-confidential source; or
 - (c) if the information is subsequently disclosed on a public basis.
7. This Acknowledgement is subject to the laws of the province of British Columbia. If any portion of this Acknowledgement is found to be invalid or unenforceable by law by a Court of competent jurisdiction then that portion shall be severed and the remaining portion shall remain in full force and effect.

Please confirm your acknowledgement and agreement to the above terms by signing a copy of this Acknowledgement and returning it by email to the following address:

THE ABOVE TERMS are confirmed and acknowledged this 12th day of November, 2015.

Per: 

[Name & Title] : George Macauley, Director

[Tel. no. & email address]: 250-812-8148; office@macauley.ca

CONFLICT OF INTEREST ACKNOWLEDGEMENT

THIS ACKNOWLEDGEMENT, dated as of November 12, 2015 (the “**Effective Date**”), is between Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Technology, Innovation and Citizens’ Services (the “**Province**”) and Macauley & Associates Consulting Inc. the (“**Entity**”).

WHEREAS the Province has invited the Entity to participate in a procurement process for certain goods and/or services related to Facilities Management Procurement (the “**Project**”) and the Entity has agreed to participate in the Project;

AND WHEREAS the Province’s procurement processes must be conducted according to the principles of fair and open public sector procurement in which, *inter alia*, all current and future conflicts of interest must be disclosed by all participants in the process;

AND WHEREAS, as an inducement to the Province to allow the Entity to participate in the Project, the Entity has agreed to enter into the present Conflict of Interest Acknowledgement (the “**Acknowledgement**”) to address any potential conflicts of interest that may arise.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Province and the Entity agree as follows:

1. In this Agreement, the term “**Conflict of Interest**” means and refers to any current, future or potential situation in which the Entity or any of its directors or officers may be in a position to unduly exploit the Entity’s involvement on the Project so as to realize a material benefit, whether monetary, personal or corporate; and situations in which the Entity’s loyalty to the fairness and integrity of the Project is undermined due to its relationship to any potential bidder, proponent or future contractor. Conflicts of Interest include, without limitation, any situation in which:
 - (a) The Entity has a financial interest in any company or organization that submits a bid or proposal in response to the Project or otherwise responds to the procurement process as a potential contractor;
 - (b) The Entity benefits from, or has the potential to derive a benefit from, the use of any information acquired solely by reason of its participation on the Project or any actions or decisions made in its capacity as a participant on the Project;
 - (c) The Entity is an affiliate of any bidder, proponent or future contractor connected to the Project;
 - (d) The Entity is aware, after reasonable due diligence, that any of its directors or officers has a spouse, family member or close friend that works for any bidder, proponent or other entity that provides a bid, proposal or response to the Project or otherwise responds to the procurement process as a potential contractor;
 - (e) The Entity is or finds itself in any other situation which a reasonable person would consider a conflict of interest in relation to the Project, to the degree that the Entity’s ability to act in a fair, reasonable and objective manner is, or may be reasonably considered to be, impaired.
2. A Conflict of Interest does not exist in situations in which the Entity is a public sector organization that will receive (either alone or in combination with other public sector organizations) a material benefit solely in the sense that it will be a recipient of the goods and/or services that are the subject of the procurement Project.
3. The Entity represents and warrants, to the benefit of the Province, that it has corporate policies and guidelines that would prohibit the Entity from participating in the Project due to a Conflict of Interest similar to the examples set forth in this Acknowledgement; and that the Entity is not aware of the

existence of any Conflict of Interest as of the Effective Date hereof. The Entity further represents and warrants that it will abide by its own policies and guidelines regarding Conflict of Interest throughout its involvement on the Project and that it will promptly inform the Province of any real or potential Conflict of Interest that may arise after the Effective Date.

4. The Entity agrees that it will disclose the present Acknowledgement to its employees and contractors engaged on the Project and that it will require such employees and contractors to enter into the acknowledgement attached hereto as Exhibit 1 before such employees or contractors are granted access to, or are disclosed any, information with respect to the Project. Any failure of Entity's employees or contractors to comply with the provisions of this Acknowledgement will be deemed a failure of Entity to comply with the provisions of this Acknowledgement.
5. This Acknowledgement is subject to, and will be interpreted in accordance with, the laws of the province of British Columbia and will enure to the benefit of and be binding upon the parties and their successors and permitted assigns. If any portion of this Acknowledgement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion shall be severed and the remaining portion shall remain in full force and effect.
6. This Acknowledgement may be signed in counterparts and each of such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF, the Province and the Entity have each caused this Acknowledgement to be signed and delivered as of the Effective Date.

**HER MAJESTY THE QUEEN in Right of
the Province of British Columbia**, as
represented by the Minister of Technology,
Innovation and Citizens' Services

Macauley & Associates Consulting Inc.

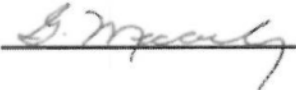
By: 

EXHIBIT "1"
CONFLICT OF INTEREST ACKNOWLEDGEMENT

Macauley & Associates Consulting Inc. ("Entity") has executed a Conflict of Interest Acknowledgement (the "Agreement") to the benefit of Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Technology, Innovation and Citizens' Services (the "Province"), with respect to Facilities Management Procurement (the "Project").

You are an employee or contractor of the Entity who has been invited by the Province to participate in the Project as part of the Project team. You acknowledge that throughout your participation on the Project, you may be exposed to situations, vendors and information that may pose a potential, perceived or actual Conflict of Interest. As an inducement to the Province to provide you with information in relation to the Project, and for other valuable consideration (the receipt and sufficiency of which you hereby acknowledge) you acknowledge and agree as follows:

1. You have had the opportunity to review the Agreement entered into by the Entity and the Province to which the present Conflict of Interest Acknowledgement has been attached, including the definition of Conflict of Interest contained therein.
2. The Entity has provided you with a copy of, and you have recently reviewed, the Entity's standards of conduct and/or policies and/or guidelines (the "Standards of Conduct") applicable to Conflicts of Interest. You acknowledge that it is a condition of your participation in the Project that you comply with these Standards of Conduct.
3. You further understand that while you are participating in the Project, in addition to your obligations under the Entity's Standards of Conduct, that you must immediately declare to the Project Representative referenced below all potential and actual Conflicts of Interest, as well as any situation that could reasonably be perceived as a Conflict of Interest.
4. In addition to the foregoing, you have received, completed and submitted to the Project Representative a copy the attached Confidentiality and Conflict of Interest Checklist which has been drafted by the Province.

THE ABOVE TERMS are confirmed and acknowledged this 12th day of November, 2015.

Per: 

[Name & Title] : George Macauley, Director

[Tel. no. & email address]: 250-812-8148 - office@macauley.ca

Confidentiality and Conflict of Interest Checklist

In order to participate or otherwise receive information regarding this Project you are required to sign a CONFIDENTIALITY and CONFLICT OF INTEREST ACKNOWLEDGEMENT/ AGREEMENT FORM and to disclose any conflict(s) you may have. If you are in a conflict of interest, which may be real or perceived, you may not be able to work on this Project or your participation may be limited.

The Province takes conflict of interest very seriously as the consequences may have both professional and personal ramifications.

The following is a non-exhaustive checklist to help you identify possible situations that could be considered a conflict of interest. Please take the time to go through the checklist and if you have any questions or concerns please contact the Project representative (Diane Francis) for the Project at: Diane.Francis@gov.bc.ca.

The Project will result in procurement(s) that may involve different vendors competing for a contract. Some of these prospective vendors may be known at this point, whereas others may show up later during the process. In this document these prospective vendors are referred to as Potential Contractors and include any subcontractors. A Potential Contractor can be any vendor that provides goods or services as a prime contractor or major subcontractor in the Project subject matter space.

Question:	Yes	No
1. Do you have a financial interest in any Potential Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Are you or any affiliates of yours performing any activity, paid or unpaid, with a Potential Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Do you have any family members or close friends that work for a Potential Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Do you meet with any individual who works for a Potential Contractor on a regular basis for reasons other than work?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Have you worked for any Potential Contractor in the last 18 months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Would you, your family, or close friend benefit directly or indirectly, if any Potential Contractor wins a contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Are there any other situations, relations, etc. that makes you feel that you may be in a conflict?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you answered YES or if you have any doubts as to how you should answer, or if you otherwise feel you may be in a conflict of interest, then please contact the Karen Liversedge at: Karen.Liversedge@gov.bc.ca.

If you answered NO to all of the questions, then please sign the forms and return a scanned copy to the Project Representative (Diane.Francis@gov.bc.ca)

The Project office deems all individuals who have signed the forms to have (i) read and stated NO to all questions on this checklist; or (ii) have otherwise been deemed clear of a declared conflict of interest.

Potential Contractors as of September 2015

1. Brookfield GIS – Workplace Solutions Inc
2. Company 2
3. Etc.

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 13, 2015 8:57 AM
To: Macauley, George JAG:EX
Subject: RE: before I send reading material

Thanks George. Materials to follow

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

From: s.22 **On Behalf Of** George Macauley
Sent: Thursday, November 12, 2015 10:30 PM
To: Liversedge, Karen P MTIC:EX
Cc: Francis, Diane K MTIC:EX; Macauley, George JAG:EX
Subject: Re: before I send reading material

Karen:

I have attached scanned signed versions of the NDA and COI documents. I look forward to working with you all on this project.

I have a government email address (george.macauley@gov.bc.ca) initiated for work that I do with Ministry of Justice (hence the JAG designation) and I now use for other BC government clients as well. We can use that email address for the project as it is for government purposes and maximizes security.

Thanks,
George

On Thu, Nov 12, 2015 at 4:36 PM, Liversedge, Karen P MTIC:EX <Karen.Liversedge@gov.bc.ca> wrote:

George, it was great talking to you. I'm so glad you're on the team. Just gathering together some background information for you and realized the first step should be asking you to sign conflict of interest and non-disclosure agreements. Please sign these and return a scanned copy with a copy to Diane Francis.

Thanks

(Diane, George is the successful Fairness Advisor. Would you please add his name and information to the project team list? Thanks)

George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
250-812-8148

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8

Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148

Email: Karen.Liversedge@gov.bc.ca

--

George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
250-812-8148

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 13, 2015 9:05 AM
To: 'George Macauley'; Macauley, George JAG:EX
Subject: RE: Request for Proposal ON-002755
Attachments: FMP Draft Project Charter 20151103.docx; FMP Draft Project Charter 20151103.docx; FMP DRAFT Project Objectives 20150917.docx; FMP Status Report 20150930.docx; FMP Final ESC ToR 20151003.docx

Hi George.

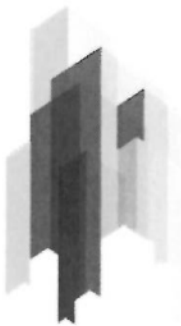
Here, as promised, is some reading material. The charter is draft, but should give a good overview of the project as of September 30. The project update is also as of that date.

I'm including the draft (nearly final) project objectives, which technically are goals. Further detailed objectives will be developed for the listed objectives. I'll throw in the terms of reference for the executive steering committee as well which should give you a good idea of the governance structure.

Please let me know if your gov.bc.ca email is receives this. Are you still actively doing work for JAG? (does that email need to stay live for them?) If not, the protocol would be to reissue the same email, paid for by our division.

Karen Liversedge

Project Director, Facilities Management Services



FACILITY MANAGEMENT PROCUREMENT PROJECT

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

From: s.22
Sent: Thursday, November 12, 2015 2:40 PM
To: Liversedge, Karen P MTIC:EX
Cc: Knox, Dave MTIC:EX
Subject: Re: Request for Proposal ON-002755

On Behalf Of George Macauley

Karen:

3:00 today works well for me by phone, or if you would like to get together in person please let me know a time tomorrow afternoon that works for you and I will drop out to 4000 Seymour.

Thanks,
George

On Thu, Nov 12, 2015 at 1:43 PM, George Macauley <office@macauley.ca> wrote:
Karen:

Today at 3:00 works for me. I am happy to drop by 4000 then if that works for you, or we can do by phone.
Your choice.

Thanks,
George

On Thu, Nov 12, 2015 at 1:36 PM, Liversedge, Karen P MTIC:EX <Karen.Liversedge@gov.bc.ca> wrote:

Hello George. Looking forward to meeting you, and getting you started. I'm afraid we've run on ahead on the project a bit more than would be ideal, so we'll need to catch you up fast!

Please let me know when you're available for a call. Today between 3-4 or tomorrow afternoon would be good times for me. . .

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8

Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: [250-952-8867](tel:250-952-8867) Cell: [250-480-9148](tel:250-480-9148)

Email: Karen.Liversedge@gov.bc.ca

From: Kapoor, Bobby MTIC:EX
Sent: Thursday, November 12, 2015 12:59 PM
To: office@macauley.ca
Cc: Liversedge, Karen P MTIC:EX
Subject: Request for Proposal ON-002755

November 12, 2015

Macauley & Associates Consulting Inc.
742 Hampshire Road

Victoria, BC V8S 4S4

Dear George Macauley:

Thank you for your response to Request for Proposal (RFP) ON-002755. The Ministry of Technology, Innovation and Citizens' Services has completed its evaluation process and has determined that Macauley & Associates Consulting Inc. is the successful Proponent.

Keren Liversedge will be contacting you directly to setup a time to finalize the Contract. Once again, thank you for your participation in this process.

Regards,

Bobby Kapoor
Procurement Specialist

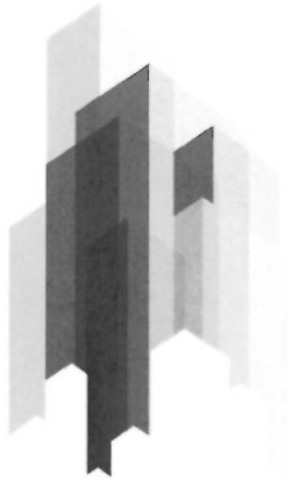
Strategic and Advisory Services

--

George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
[250-812-8148](tel:250-812-8148)

--

George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
[250-812-8148](tel:250-812-8148)



FACILITY
MANAGEMENT
PROCUREMENT
PROJECT

PROJECT CHARTER

Author:	<i>Dave Knox</i>
Creation Date:	<i>September 22, 2015</i>
Last Updated:	<i>November 2, 2015</i>
Version:	V0.3

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1. DOCUMENT PURPOSE

The Project Charter is a document which outlines the purpose of the project, the way the project will be structured and how it will be successfully implemented. It is the venue through which to seek project approval.

It describes the project in terms of:

- Background, objectives, scope, milestones and deliverables (i.e. why we are doing this project and what we have to achieve);
- Stakeholders, roles and responsibilities (i.e. who will take part in it);
- Resource, financial budgets, schedule and approach (i.e. how and when it will be undertaken and managed); and
- Issues, constraints, risks and completion criteria (i.e. influencing factors to be addressed/considered).

The Project Charter does not change throughout the project life cycle. It is created at the beginning of the project, approved by the key project stakeholders, and is available for reference throughout the project life cycle.

Approval of the Project Charter by the Project Sponsor and/or Project Executive authorizes the Project Manager and any designated project team to begin the detailed planning effort.

2. PROJECT PURPOSE

The current Master Services Agreement between WSI and the Province is in its final term and will expire on March 31, 2019. On this date, a new agreement¹ must be in place and operational to assume services without interruption. The Facility Management Procurement Project (FMPP) will develop the requirements, contractual approach, procure, and implement a new contract for the continuous provision of Facility Management services.

For the reader, this Project Charter does not describe or make any reference to the scope of services and outcomes of the new contract to be procured.

3. PRIORITY

This project has a very high priority, as it is not optional and there is a fixed end of contract date of March 31, 2019.

4. PROJECT COMMENCEMENT

The Facility Management Procurement Project officially began on August 10, 2015 with the identification of the initial members of the Core Project Team and the appointment of Karen Liversedge as Project Director and Rob Gillis as Business Director.

s.13,s.17

5. PROJECT STATUS

This Project Charter has been produced effective September 30, 2015. Project work steps completed prior to this date are included at Appendix A.

6. BACKGROUND

In 2003, the Province outsourced property management, project management & construction and pollution prevention/technical value services to Brookfield GIS – Workplace Solutions Inc. (WSI). Accountability for this contractual arrangement and the delivery of facility management services resides with the Real Property Division (RPD), Ministry of Technology, Innovation and Citizens' Services (MTICS).

RPD engages WSI to provide project and property management services including:

- day-to-day building operations and maintenance (O&M) services (e.g. cleaning, security, grounds upkeep, mechanical/electrical, emergency response/repair, asset management, pollution prevention, equipment repair and maintenance, utilities and energy management); and
- project management and construction services (for projects up to an individual threshold of \$2 million).

Costs of O&M and project services are funded on a cost pass through basis, with approximate annual budgets of \$90 million and \$60 million respectively. The Management Fee is indexed to portfolio size. Services are provided to mandated Ministry and Broader Public Sector clients in 1900 properties across BC. Value of the contract over term is \$2.3 billion.

Decision note #103114 presented the options to:

s.13,s.17

4. **Procure with revised contract** - Involve staff, clients and other stakeholders in a strong and meaningful way to create a new contract, or contracts, then procure, allowing for inclusion of best change management practices.

The fourth option was approved on October 15, 2015 by Sarf Ahmed, Assistant Deputy Minister, MTICS. Approved next steps included:

- prior to determining the scope and method of contract that will replace the expiring Brookfield GIS – Workspace Solutions Inc., (WSI) Master Services Agreement (MSA) for Facility Management (FM) services, engage staff, clients and other stakeholders in developing solutions; and
- develop a change and engagement strategy for the project, and involve stakeholders accordingly.

7. GOAL

The goal of this project is to develop and implement a new and improved contract for FM services, select a preferred vendor, and facilitate the continuity of FMS at the end of the current FM contract. This goal will be achieved through engagement and contribution in the definition of FMS requirements by staff and clients. Consideration will be given to include aspects of the current contract that worked well and industry standards for new, improved or changed delivery of FMS.

8. OBJECTIVES

[List the key objectives of the project. Objectives are statements which describe in more detail what it is that the project is going to achieve. All objectives listed should be Specific, Measurable, Achievable, Realistic and Time-bound (SMART).]

The following objectives have been presented to and accepted by the PAC and ESC:

1. Increased flexibility supporting the diverse nature of the Province's real estate portfolio and the changing needs of RPD and its clients;
2. Increased transparency enhancing the levels of awareness and understanding of the contract relationship;

s.13,s.17

4. Enhanced capacity for reporting, monitoring and performance evaluation;
5. Improved transfer of data and information between the vendor RPD and clients;
6. Enhanced processes for the effective onboarding of new clients or new services; and
7. A contract structure that maximizes value for money through the life of the contract.

The following additional project process objectives have been defined:

1. Prepare a Project Charter, which outlines the purpose of the project, the way the project will be structured and how it will be successfully delivered, to be reviewed and approved by the Senior Advisory Committee (SAC) by October 20, 2015 and the Executive Steering Committee (ESC) by November 10, 2015.
2. Produce a detailed Project Plan that describes the management of the project and lists the tasks, activities and resources required to complete the project and realize the business objectives, for review and approval by the Business Lead, SAC and ESC by January 31, 2016.
3. Conduct a Market Engagement supported by an RFI(s) process to contribute to the definition of FM requirements by March 31, 2016.
4. Engage and consult with government's facilities clients, SPO staff and Facility Management (FM) service providers ("the market") in the definition of the requirements and outcomes for the provision of new FM services for completion by December 31, 2016.

5. s.13,s.17
- 6.
7. Prepare a Business Case for approval by executive and Treasury Board for the contracting of a vendor(s) for the provision of FM services throughout British Columbia by November 30, 2016.
8. Develop and implement a change management strategy/plan throughout the life of the project.
9. Conduct an RFX process to contract a vendor(s) for the provision of FM services throughout British Columbia by March 31, 2018.
10. s.13,s.17
- 11.
12. Prepare and publish Monthly Project Status reports based on the approved template effective the last day of each month.
13. Prepare a Project Completion Report that formalizes the project closure to demonstrate that project objectives and stakeholder expectations have been met for review and approval by the SEC by April 30, 2020 and the ESC by May 31, 2020.

9. SCOPE

This section describes the project boundaries in terms of its activities and the work to be performed. The scope relates to the project goals and objectives, and covers all the work and only the work to be undertaken, the processes to be used and the product(s) to be delivered.

NOTE: This section refers to the scope of the project and does not reference the scope of the new contract or contracts to be, in any way.

The primary output product to be produced from this project is a new FM services contract commencing April 1, 2019.

9.1 In Scope

This section identifies “what will be done” in the project and includes the:

1. management and understanding of the potential change due to the new contract by developing and implementing a change management and engagement strategy throughout the project;

2. engagement of and consultation with RPD, government's facilities clients, SPO staff and Facility Management (FM) service providers, sub-vendors and BC small businesses ("the market") in the definition of the requirements, outcomes and approach for the provision of FM services;
3. development of a business case for the provision of FM services and approval by Treasury Board;
4. s.13,s.17

5. preparation of a draft contract for the provision of FM services;
6. preparation and approval of a procurement strategy;
7. s.13,s.17

8.

9. conducting of an RFx process to contract a vendor(s) for the provision of FM services throughout British Columbia by March 31, 2018;
- s.13,s.17

11. transition from the current FM contract to the new FM contract including the management of the business change.

9.2 Out of Scope

This section identifies "what will **not** be done" in the project and is outlined here to help clarify the scope boundaries and includes the:

1. design and implementation of potential business reorganization activities; and
2. post transition activities including change management beyond the first year of the new contract(s). These activities will become responsibility of FMSB operations during the last project year.

² For reference, Appendix B Scope of current FM services contract.

10. NEXT STEPS

A Project Charter was not prepared prior to project approval and activity commencing.

This Project Charter document has been produced effective September 30, 2015.

This section outlines in broad terms the general approach of the project to progress to the next deliverables (Project Plan and End of Term Assessment) once this Project Charter has been approved and signed-off and funding is provided. The approach is to:

- identify and secure all project resources (people, money and equipment) including technical resources to support the project's objectives;
- commence the development of a Detailed Project Plan and related management plans;
- schedule and execute project planning workshops with the Core Project Team and relevant stakeholders;
- define and establish project administration and controlling processes;
- commence the market engagement process;
- develop the decision framework for requirements;
- develop frameworks for Communications and Engagement and Change Management; and
- define and commence project management templates, standards and processes relating to Project Controlling and associated reporting.

11. MILESTONES

This section lists the major milestones for the project and the schedule at which each of these milestones must be met. It also lists any review points at which the project requires further authorization.

The project's major milestones are:

Milestone	Target Date	Description
1. Project Initiation	December 1, 2015	This Phase consists of those processes performed to define a new project or phase by obtaining authorization to start the project or phase. This phase defines the initial scope and initial financial resources are committed. Internal and external stakeholders who will interact and influence the overall outcome of the project are identified. If not already assigned, the project manager will be selected. All information in this phase is captured in a Project Charter. The approval of the Project Charter is the project authorization. The main purpose of this phase is to align stakeholder's expectations with the project's purpose and goal(s), describe the project's scope and objectives and show how their participation in the project and related phases will ensure achievement of their expectations.
2. Project Planning	January 31, 2016	This Phase establishes the total scope of the effort, define and refine objectives and develop the actions to attain the objectives. The Project Plan and the project documents that will be used to carry out the project are developed. As the project progresses and more information or characteristics are gathered and understood, additional planning or plan adjustments are likely required. Changes that occur throughout the project life cycle may trigger the need to revisit plans and possibly project initiation. The main focus of this phase is to define the strategy, tactics and courses of action to successfully complete the project. s.13,s.17 s.13,s.17

Milestone	Target Date	Description
Preparation		
3. EOT Assessment Sign-off	April 30, 2016	s.13,s.17
Procurement		
4. Approval to Procure	December 1, 2016	Once the Procurement Strategy and draft Contract have been prepared, an approval to commence the procurement process is to be obtained via ESC from treasury board.
5. BC Provincial Election	May 9, 2017	The date of the next scheduled BC Provincial election and the related prior interregnum period.
6. Negotiations Mandate Sign-off	July 31, 2017	Approval of the Negotiations Mandate Plan by the ESC.
7. New FM Contract Signed	April 1, 2018	The signing of the new FMS contract s.13,s.17
8. s.13,s.17		
Transition		
9. s.13,s.17		
10. s.13,s.17		
11. Project Close	March 31, 2020	The date of project closure.

12. MAJOR DELIVERABLES

This section outlines the major deliverable products for this project and target completion dates.

A deliverable is a product or service that is produced by the project for a client or stakeholder. A deliverable usually has a due date and is tangible, measurable and specific. A deliverable can be a document, a software product, a training program or other asset that is required by the project plan.

Major Deliverable	Description	Target Date
1. Project Charter	<p>The Project Charter is a document that outlines the purpose of the project, the way the project will be structured and how it will be successfully implemented. It is the venue through which to seek project approval.</p> <p>It describes the project in terms of:</p> <ul style="list-style-type: none"> • Background, objectives, scope, milestones and deliverables (i.e. why we are doing this project and what we have to achieve); • Stakeholders, roles and responsibilities (i.e. who will take part in it); • Resource, financial budgets, schedule and approach (i.e. how and when it will be undertaken and managed); • Issues, constraints, risks and completion criteria (i.e. influencing factors to be addressed/considered). 	December 1, 2015
2. Project Plan	<p>This phase builds on the work done in Project Initiation, refining and augmenting the Project Charter and deliverables. Usually, additional members join the Project Team and they assist the Project Manager in further elaborating the details of the Project Constraints (Scope, Quality, Schedule, Cost, Resources, and Risk).</p> <p>A number of key elements are added to the Project Plan in this phase, including project-specific management plans for change control, quality assurance, resources, communications, procurement, integration and acceptance.</p> <p>The initial list of project risks is augmented, and detailed action plans</p>	January 31, 2016

Major Deliverable	Description	Target Date
	are developed. An approved and signed-off Detailed Project Plan marks the completion of this phase. However, in some of the later phases of the project, work may continue to be planned in more depth.	
3. Project Management Deliverables	Regular Status Reports Project Management Plan execution Presentations as required Issues & Issue Register Decisions & Decision Register Risks & Risk Register	Commence Sept 2015 On-going
Preparation		
4. Change Management Plan	<p>A preliminary Change Management Framework will be developed to outline how change will be managed through the life of the project. Specifically, it will:</p> <ul style="list-style-type: none"> • Define the change management strategy; • Identify key stakeholders, including an analysis of their areas of concern, needs and expectations to support effective change management; • Identify change management risks and supporting mitigation strategies; and • Inform the development of the Communications & Engagement Plan. <p>The Change Management Framework will serve as the foundation for development of the final deliverable, the Change Management Plan. The Change Management Plan will include the activities to support effective change management at a tactical level. The tactical level of the plan will be developed by the Project Advisory Committee (PAC), the governance body ultimately responsible for facilitating Change Management activities.</p> <p>Change management activities will be developed for the preparation phase as a starting point. Leveraging progressive elaboration</p>	November 30, 2015

Major Deliverable	Description	Target Date
5. Communications & Engagement Plan	<p>methodology, activities for subsequent phases will be developed in an iterative manner as additional information comes forward with respect to how the PAC can most effectively manage change for the impacted stakeholders.</p> <p>A preliminary Communications & Engagement Framework will be developed to outline how all impacted stakeholders will be engaged throughout the project. Specifically, it:</p> <ul style="list-style-type: none"> • Defines the strategic approach to communication & engagement, including communications & engagement goals and objectives; • Identifies the stakeholder groups, including their needs and expectations, level of influence over the project and preferred communication mechanisms; • Identifies risks and mitigating strategies for communications & engagement actions; and • Articulates key messages to ensure consistency. <p>The Communications and Engagement Framework will serve as the foundation for development of the final deliverable, the Communications and Engagement Plan. The Communications and Engagement Plan will include the activities to support effective communications and engagement at a tactical level. The tactical level of the plan will be developed by the Project Advisory Committee (PAC), the governance body ultimately responsible for facilitating communications and engagement activities.</p> <p>Communications and engagement activities will be developed for the preparation phase as a starting point. Leveraging progressive elaboration methodology, activities for subsequent phases will be developed in an iterative manner as additional information comes forward and the PAC learns more about how stakeholders prefer to be engaged.</p>	November 30, 2015

Major Deliverable	Description	Target Date
6. Market Engagement	The Market Engagement is an activity designed to inform the development of the requirements by identifying and engaging with vendors. This activity will involve the development of one or more RFIs. Vendors will engage with RPD in a two-way dialogue to obtain greater depth and breadth of information. Internal and external stakeholder groups will participate in this process. s.13,s.17	March 31, 2016
7. End of Term Assessment		April 30, 2016
Procurement		
8. Procurement Strategy	s.13,s.17	
9. FM Business Case Document		
10. Draft Contract Preparation		
11. Contract Governance Plan		
12. Negotiation Mandate Plan		

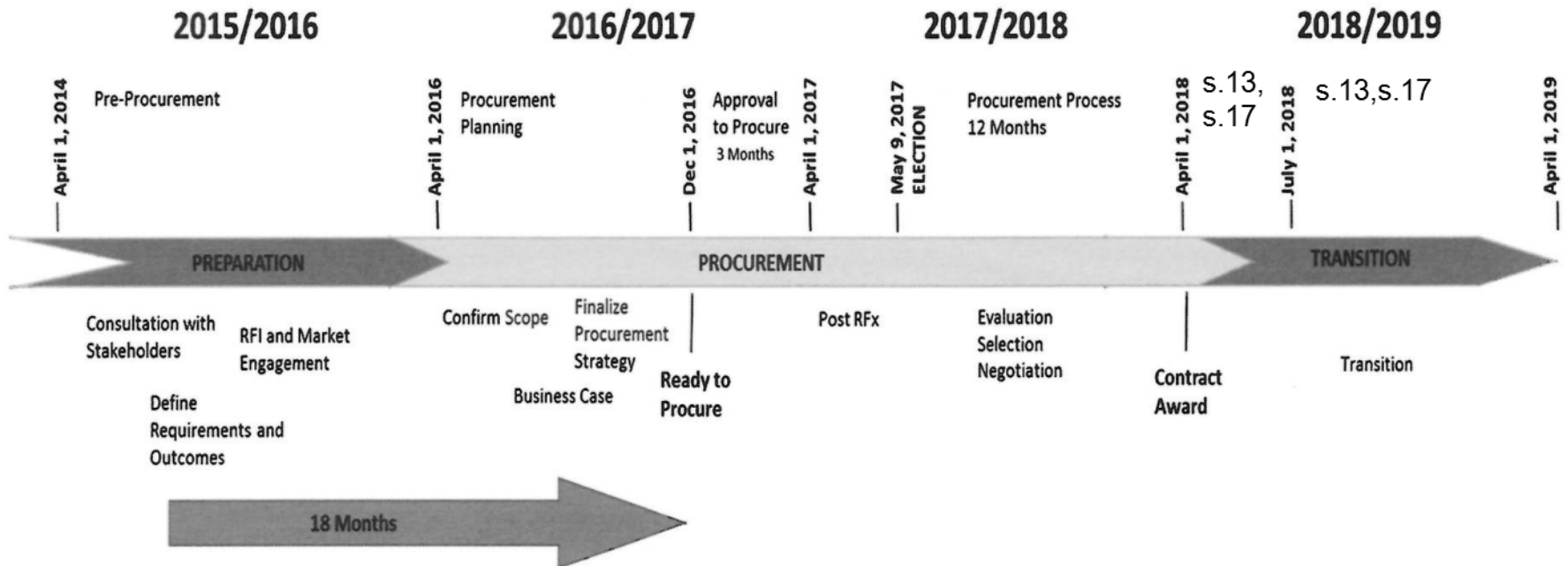
Major Deliverable	Description	Target Date
	s.13,s.17	
13. Communications & Engagement Plan		
14. Change Management Plan		
15. FM Services Requirements		
16. FM RFx		
17. Annual Updated Termination Services Plan		
18. FM Responses Evaluation		
19. Annual Updated Termination Services Plan		
20. Negotiation Close Out		

Major Deliverable	Description	Target Date
	s.13,s.17	
21. New Signed FM Contract		
Transition		
22. Communications & Engagement Plan	The Communications and Engagement Plan will be updated to include the tactical activities developed by the PAC to support effective communications and engagement through the implementation phase, leveraging insights from communications and engagement activities in the preparation and procurement phases.	March 31, 2020
23. Change Management Plan	s.13,s.17	March 31, 2020
24. Transition In Plan	The Transition In Plan will be a detailed document that outlines the steps and actions that s.13,s.17 Service provider(s) will take to integrate all the services agreed to under new contact(s). This plan will contain all the required components of process's, procedures and systems to ensure a seamless transition to new service model. This plan will also recognize and leverage the Transition Out Plan of the current service provider.	February 28, 2018
s.13,s.17		

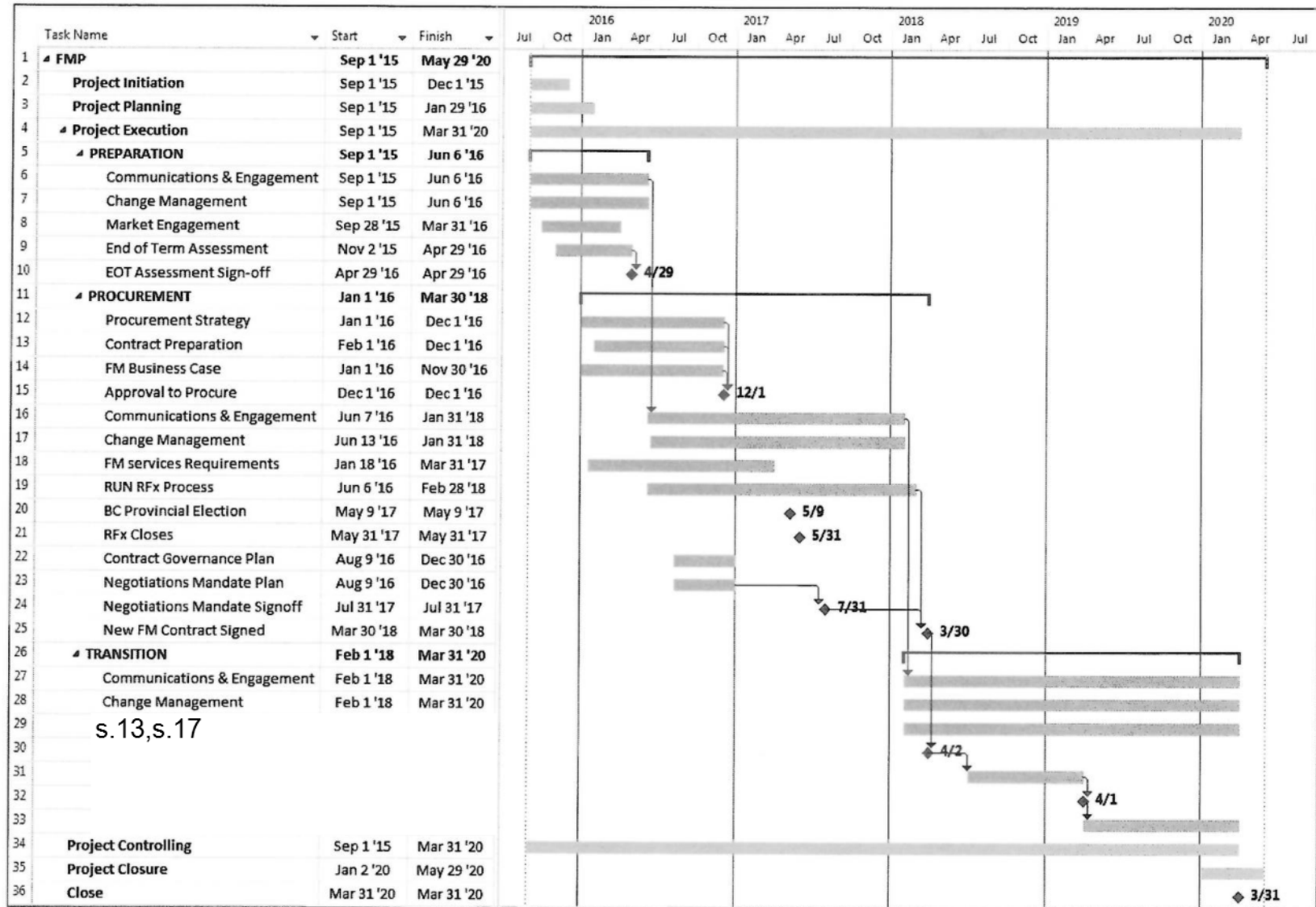
Major Deliverable	Description	Target Date
26. Fairness Advisor Report	A report that summarizes the observations and findings of the advisor during the delivery of the project and procurement process that will be made publically available.	July 1, 2018
27. Project Closure Report	This report is a document which formalizes the project closure to demonstrate that project objectives and stakeholder expectations have been met and requests sign-off from the Project Sponsor to close the project.	May 31, 2020

13. SCHEDULE

Facility Management Procurement - End of Contract high-level timeline graphic:



The project's summary schedule and timeline depicting the milestones and deliverables in a Gantt chart, is shown below:



14. STAKEHOLDERS

The following stakeholders' (internal and external) interests must be considered throughout the project. A more detailed list of stakeholders and their anticipated needs and expectations can be found in the Change Management Plan in the Stakeholder Analysis Matrix document.

Stakeholder Group	Project Engagement (Involve, Consult, Inform)	Role in Project, Including Interests, Expectations, Concerns
RPD staff	Involve	<ul style="list-style-type: none"> • Expectation for high levels of engagement, leveraging their knowledge and expertise • Kept fully apprised of project status and information • Act as conduits to reach the stakeholders/staff in the respective Branches • Will need to understand the value their Branches will receive as a result of the new contract • Awareness that this is not Facility Management Services Branch project, but an RPD project
Client Services	Involve	<ul style="list-style-type: none"> • Will be concerned about processes and how they relate to their roles/responsibilities • Driven by client satisfaction • Will want opportunities to provide input on behalf of clients • Liaison between RPD and clients and can be a strong communication channel • Opportunity to be project change agents
Office of the Chief Information Officer (OCIO)	Involve	<ul style="list-style-type: none"> • Will require high levels of involvement as they: <ul style="list-style-type: none"> - Are charged with having oversight over Alternative Service Delivery deals - Report to TB on project status as part of their overall reporting - Have obligations to report out to SPO as part of the project lifecycle, including the final phase/contract closeout requirements with WSI • Will provide advice throughout duration of project
Ministry Executive	Consult	<ul style="list-style-type: none"> • Will expect to be kept informed of: <ul style="list-style-type: none"> - Project status - Potential risks and/or opportunities • Will play a role in keeping counterparts informed • Will be required to demonstrate leadership support of project objectives
Treasury Board	Inform	<ul style="list-style-type: none"> • Funding decision makers and, as such, will need to be informed if additional funding is required
Ministry clients	Involve	<ul style="list-style-type: none"> • High levels of engagement expected • Wide range of needs and expectations

Stakeholder Group	Project Engagement (Involve, Consult, Inform)	Role in Project, Including Interests, Expectations, Concerns
		<ul style="list-style-type: none"> • Will want acknowledgment of the unique nature of their facility management needs • Potential changes to service levels will be of significant importance
Broader Public Sector (BPS) clients	Consult	<ul style="list-style-type: none"> • Not mandated to work with RPD • Some engagement expected • Wide range of needs and expectations • Will want acknowledgment of the unique nature of their facility management needs • Potential changes to service levels will be of significant importance
Tenants	Inform	<ul style="list-style-type: none"> • Expectation to keep informed • Potential changes to service levels will be of importance • Will want seamless transition of services
Potential proponents and subcontractors	Involve	<ul style="list-style-type: none"> • Expectation of an open and transparent process • Will want to be kept well informed the process • Will have valuable information on industry trends and best practices

15. LINKS AND DEPENDENCIES

This section describes other projects or initiatives that will affect the outcome of this project's deliverables or timetable. It also identifies other projects that depend on the output of this project and describes the nature of the relationship.

This project is dependent on the following:

- *[A good example of a dependency for a project would be to other related projects.]*

Projects and initiatives that depend on this project include:

- *[If the system is to support a major initiative then the initiative may be in jeopardy.]*

Success of this project is linked to the following:

- Budget Review Project
- Future decisions and strategies impacting delivery of FM and related services.

Future work dependent on the completion of this project includes:

- Continued provision of FM services to the province of BC;

Relevant Real Property Division Strategies and Policies are:

- Ministry Service Plan 2015/16 – 2017/18
http://www.bcbudget.gov.bc.ca/2015/sp/pdf/ministry/mtics.pdf?WT.mc=PB_service_plan_2015
- Real Property 2014/15 Business Plan
s.15
- Real Estate Strategy – doesn't seem to be posted anywhere online. . .
- Environmental Stewardship Policy . s.15
- Environmental Management System
s.15
- RPD Technology and Innovation Strategy
s.15

16. ISSUES AND CONSTRAINTS

This section describes any potential issues or constraints that could have an impact on the success of the project. Barriers to the project are listed, as well as activities and deadlines that must be met to ensure its success. Areas of constraint could include: budget, resource availability, technology, current applications, client willingness and readiness, schedule, policies, organization, and external factors.

Issues and constraints that could impact the project's success include:

s.13,s.17

All issues will be recorded on an Issue Form and summarized in an Issue Log for tracking and resolution during the Project Planning Phase and production of the Project Plan.

17. ASSUMPTIONS

This section outlines the major assumptions that have been made at this stage of the project.

An assumption is something that cannot be confirmed as being true at this point in time, but is likely to be true and some project related planning and estimating has been based on them being true.

It is critical that appropriate project stakeholders agree to these assumptions and understand their potential impacts to the project.

The current Project assumptions are that:

1. the current project budget will continue to be available for the duration of the project;
2. the time estimated for RFx response evaluations and negotiations will be sufficient to complete the activity and will be completed prior to s.13,s.17 April 1, 2019;
3. there is a reasonable number of vendors (more than 2-3) from the market place participating in the RFI and RFx processes;
4. s.13,s.17
- 5.
6. s.13,s.17
7. s.13,s.17
8. the mandate of Shared Services BC (RPD) to serve ministry clients will remain consistent;
9. Shared Services BC (RPD) will continue to provide services to broader public sector clients;
10. s.13,s.17
- 11.

All assumptions will be tested and confirmed during Project Planning.

An assumption that is proved to be true, is a fact and will require no further action.

An assumption that is proved to be incorrect or inaccurate will then become a Project Issue or Project Risk going forward for monitoring and controlling of the impact (if any).

18. RESOURCES REQUIRED

18.1 Internal Resources Required

Initial estimated internal government resource requirements for this project include:

<i>Resource Role</i>	<i>Resource Name</i>	<i>Est Effort</i>
Procurement Director	Karen Liversedge	100%
Contract Administrator	TBD	50%
Business Lead	Rob Gillis	50%
Project Administrator	TBD	100%
Financial Analyst	TBD	50%

18.2 External Resources Required

Initial external resources are not full time staff and are assumed to be contracted and temporary for the project duration. Estimated external resource requirements include:

<i>Resource Role</i>	<i>Why Needed</i>	<i>Est Cost \$</i>
Project Manager (consultant)		s.13,s.17
Project Manager (SPO)		
PSB Procurement Lead Advisor		
PSB Procurement Support		
Legal Internal		
FM Outsource Market Advisor		
Change Management Advisor		
Comm & Engagemt Facilitator		
IT Systems Advisor (External)		
Internal System Build (WSI/New)		
Legal External		
Financial Modeller		
Negotiator		
Business Writer		
Fairness Advisor		
Total		

Estimated Cost is based on a 60 month project duration with % allocation at an estimated hourly rate.

18.3 Governance Structure

The following committees will be necessary for this project:

Committee	Purpose of Committee	Membership
Executive Steering Committee	The Executive Steering Committee is responsible for providing overall direction and key decision-making for the FM Procurement. The Executive Steering Committee will oversee RPD's procurement processes and outcomes related to the procurement of Facility Management services, including seeking assurance that all BC Government policies and procedures (e.g. CORE policies, Treasury Board Secretariat and OCIO directives), statutory requirements and Canadian trade agreements are adhered to.	<ul style="list-style-type: none"> • Sarf Ahmed • Brian Fellows • Pat Marsh • Reg Bawa • Trish Dohan • Shauna Brouwer • Brent Merchant • Richard Poutney • Karen Liversedge
Senior Advisory Committee	In its advisory capacity, the Senior Advisory Committee will review information, and provide feedback and input that will contribute to the development of recommendations put forward to the Executive Steering Committee related to RPD's procurement processes and the outcomes related to the procurement of Facility Management Services.	<ul style="list-style-type: none"> • Brian Fellows • Pat Marsh • Jim Thompson • John Burbee • May Yu • Lorne DeLarge • Stephen Marguet • Jackie Redmond
Project Advisory Committee	The Project Advisory Committee is responsible for assisting with the Facility Management Procurement Project by providing input and feedback into the project activities, and supporting effective communication & engagement and change management with their respective areas.	<ul style="list-style-type: none"> • John Marsh • Lorraine McMillan • Diane St Hilair • Karen Liversedge • Rob MacDonald • Kim Chow • Jennifer Hoffman • Bobby Kapoor • Kwabena Nyamekye • Bernie Gaudet • Ben Larsson • Vince Low • Geoff Haines • Morgan Beach • Rob Gillis • John Hamann • Sharon Koot • Cindy Beaton • Shelly Akam

Committee	Purpose of Committee	Membership
		<ul style="list-style-type: none"> • Fiona Miyoshi • Wendy Robinson • Jesse Schultz • Donna Bissett • Laurie Gowans • Betty Chen Mack
Project Portfolio Teams	Project Portfolio teams will provide information and insight into FM Procurement activities from their respective areas, defining their specific needs and expectations of the facility management services.	<ul style="list-style-type: none"> • Corrections • Courts • Other Special Purpose • BPS • Office • Others as identified
Core Project Team	The Core Project team is responsible for the overall management of the Facility Management Procurement Project, including project management, budget and development of all key deliverables.	<ul style="list-style-type: none"> • Karen Liversedge • Dave Knox • Rob Gillis • Geoff Haines • Morgan Beach • Bobby Kapoor • Lisa Makar

19. BUDGET

This section summarizes the project's approved high-level budget estimates.

This is only a preliminary estimate and a more project detailed budget will be prepared during the detailed Project Plan.

Budget Item	Project Estimate
Consultants	s.13,s.17
Expenses and Contingency	
Total Project	

20. RISK ASSESSMENT

This section lists major known risks at this stage of the project and identifies strategies and plans to address them.

*"A Risk is an **uncertain event** or set of circumstances that, should it occur, will have an **effect** (positive or negative) on achievement of project objectives. **uncertain** but the impact **will** occur. Impacts must be assessed against **objectives** that **matter**; Therefore **Risks = Uncertainty that matters**".*

"If as a result of <Existing condition>, <Uncertain event> will/may occur, which may have an <Effect on objectives>"

A more thorough Risk Assessment and Analysis will be conducted during the production of the Detailed Project Plan.

<i>Risk ID#</i>	<i>Condition</i>	<i>Risk Event</i>	<i>Effect on Objectives³</i>	<i>Likely Occurrence (L,M,H)</i>	<i>Impact if Occurs (L,M,H)</i>	
s.13,s.17						

<i>Risk ID#</i>	<i>Condition</i>	<i>Risk Event</i>	<i>Effect on Objectives³</i>	<i>Likely Occurrence (L,M,H)</i>	<i>Impact if Occurs (L,M,H)</i>	
s.13,s.17						

<i>Risk ID#</i>	<i>Condition</i>	<i>Risk Event</i>	<i>Effect on Objectives³</i>	<i>Likely Occurrence (L.M.H)</i>	<i>Impact if Occurs (L.M.H)</i>	
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s.13,s.17

<i>Risk ID#</i>	<i>Condition</i>	<i>Risk Event</i>	<i>Effect on Objectives³</i>	<i>Likely Occurrence (L,M,H)</i>	<i>Impact if Occurs (L,M,H)</i>	
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s.13,s.17

<i>Risk ID#</i>	<i>Condition</i>	<i>Risk Event</i>	<i>Effect on Objectives³</i>	<i>Likely Occurrence (L M H)</i>	<i>Impact if Occurs (L M H)</i>	
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s.13,s.17

<i>Risk ID#</i>	<i>Condition</i>	<i>Risk Event</i>	<i>Effect on Objectives³</i>	<i>Likely Occurrence (L,M,H)</i>	<i>Impact if Occurs (L,M,H)</i>	
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s.13,s.17

21. CRITICAL SUCCESS FACTORS

This section defines the factors that are critical to the success of the project and criteria for completion of the project.

Critical Success Factors

CSF's are a limited number of key variables or conditions that have a significant impact on how successfully and effectively a project meets its goals or objectives.

The CSF's of this project are:

- continued executive and management support for the project;
- agreement with project sponsors, executives , management, and other stakeholders on the purpose, goals and objectives of the project;
- clearly defined plans with assigned responsibilities, accountabilities, timelines and dependencies;
- effective management of the project scope, limited scope creep and related changes to the project constraints;
- constant, effective stakeholder communications;
- provision of adequate funding – allocation aligns with needs of future model s.13,s.17
- timely business decisions;
- a fair, open and transparent procurement process;
- continued engagement of key stakeholders throughout the process; and
- continued alignment with guiding principles (Appendix C).

Completion Criteria

"Completion Criteria refers to setting explicit goals that must be attained in order to call the project complete"

The project will be deemed complete when:

- all the stated objectives have been met *(as reviewed and prioritized? During the approval to procure and negotiation phases);*
- all tasks in the project work plan (as amended) have been completed;
- all project documents and files are complete and signed off by the project sponsor;
- all milestones and deliverables completed;
- all project issues have been addressed or re-assigned;
- all project staff and physical resource release activities have been completed;
- all project-related contract finalization activities have been completed;

- the high-priority negotiation mandate outcomes have been achieved;
- the internal project evaluation has been completed and documented;
- a post implementation review has been scheduled; and
- the predetermined project resource signs off all project completion criteria as completed.

23. REVIEWS AND DOCUMENT CONTROL**Reviews**

This document has been sent to the following for their review and comment.

<i>Name</i>	<i>Position</i>
Karen Liversedge	Project Lead
Rob Gillis	Business Lead
Geoff Haines	SPO
Morgan Beach	SPO
Bobby Kapoor	Procurement
Lisa Makar	Communications & Engagement, Change Management
Jae Cooper	Facilitator

Project Management

<i>Name</i>	<i>Position</i>
Dave Knox	Project Manager

Document Control

<i>Date</i>	<i>Version</i>	<i>Change Reference</i>	<i>Reviewed by</i>
October 1, 2015	V0.1	First Draft	Core Project Team
October 13, 2015	V0.2	2 nd Draft	Core Project Team
November 2, 2015	V0.3	3 rd Draft	Core Project Team

24. APPROVALS

This document has been approved and accepted by the following signatures:

<u>Signature</u>	<u>Date</u>
Sarf Ahmed Project Sponsor	
Brian Fellows Chair, Senior Advisory Committee	
Pat Marsh Project ???	
Karen Liversedge Project Lead	

I would suggest: Brian, Pat and Karen. To be confirmed. Maybe Sarf too.

GLOSSARY OF TERMS

Term	Definition
AI	Alberta Infrastructure
BCEHS	BC Emergency Health Services
BPS	Broader Public Sector
EOI	Expression of Interest
EOT	End of Term
ESC	Executive Steering Committee
JAG	Ministry of Justice & Attorney General
FLNRO	Ministry of Forests, Lands and Natural Resource Operations
FM	Facility Management
FMPP	Facility Management Procurement Project
FMS	Facility Management Services
FMU	Facility Management Unit
HUB	The Procurement HUB
MCFD	Ministry of Children and Family Development
MIAB	Meeting in a Box (description?)
MSA	Master Standing Agreement
MTICS	Ministry of Technology, Innovation and Citizens' Services
OCIO	Office of Chief Information Officer
OI	Ontario Infrastructure
O&M	Operations & Maintenance
PAC	Project Advisory Committee
PWGSC	Public Works Government Services Canada
RFI	Request for Information
RFP	Request for Proposal
RFx	Request for "type of response" or place holder for procurement vehicle as yet undetermined
RPD	Real Property Division
SAC	Senior Advisory Committee
SEA	Stakeholder Engagement Activity
SPO	Strategic Partnerships Office
TSP	Termination Services Plan
WSI	Workplace Services Inc

APPENDIX A : Prior Activities

The activities completed prior to the date of this Project Charter are:

- appointment of Project Director with responsibility and authority to conduct this project;
- identified project work phases and developed supporting high level timeline;
- drafted Terms of Reference for governance committees;
- established cross-government governance and regularly scheduled meetings of the respective committees are underway;
- developed project Guiding Principles and Objectives with input from governance committees;
- engaged external contractors to support the Core Project Team in the areas of Project Management, Communications and Engagement, and Change Management;
- developed initial communication materials to introduce the Facility Management Procurement Project to stakeholder groups, including staff and clients;
- posted RFP and appointment of Project Manager for this project;
- posted RFP for external Facility Management Subject Matter Expert; and
- engaged with Strategic Partnerships Office (SPO) to begin development of the Market Engagement and RFI process.

APPENDIX B : Scope of Current FM Services

The following are the Scope of services as extracted from the current FM services contract.

Placeholder for scope of services diagram**Services currently in scope:**

Services include:	Description or comments
1. Operations and Maintenance	Includes managing and paying all utility costs: maintenance, janitorial, waste management, roads grounds and landscaping.
a. Scheduled (Preventative) Maintenance	Services to all building systems and structures.
b. Corrective (Demand) Maintenance	Minor corrective items as identified during regular Preventative maintenance or request to call centre.
c. Repairs	Minor repairs and component replacement as a result of breakdowns and failures. Major repair items are considered project work.
2. Project Management and Delivery	Projects are delivered under two processes: by O&M staff directly for clients if under \$50,000; and by project managers with more involvement from RPD if over \$50,000. WSI may deliver projects up to \$2 million. Larger projects are delivered by RPD.
a. Lifecycle	Minor Lifecycle repairs are completed as scheduled or incorporated into corrective maintenance. Work of higher value is completed as a project. RPD provides funding for Lifecycle repair and replacement through an annual approved plan.
b. Tenant Improvement (Minor Works)	Tenant improvements may be funded by RPD or clients. These projects are completed as per the two project process previously listed.
c. Upgrades (Minor Works)	Upgrades are considered project work and completed as per the two project process previously listed.
d. Minor Client Requests (Miscellaneous Maintenance)	Minor client requests are completed as an on demand service and funded via the clients.
3. Energy Management	Energy use and utility suppliers are managed through energy management program that covers all aspects of building operation management, client behaviour management, communications, reporting, and innovations. We may want to attach appendix from Bernie
4. Environmental Management	ISO 14001 certification is required in support of RPD's certified environmental management system. We may want to attach appendix from Bernie
5. Health and Safety Management	The current use and maintenance of a robust Accident and Incident reporting system allows for the identification, mitigation, reporting, and prevention of all hazards to buildings and occupants. Again maybe appendix
6. Security	Security services includes all of the following: Intrusion alarm, access control systems, static guards, escorts, safe walk, patrols,

	installation, repair monitoring. Management of provider staff and contractor staff is required to ensure all levels of security clearances are obtained and maintained to the required levels.
7. Call and Service Management/Operations Centre	Call center and call management system receives tracks, reports, and manages all service calls and complaints. Accessible to SSBC in real time.
8. Management Services	
a. Planning	On approval from RPD, annual plans are implemented. Plans include: <ul style="list-style-type: none"> • Annual Service Plan • Strategic sourcing • O&M planning • Preventative maintenance planning • Capital planning (Property Management input to) • Asset maintenance planning • Lifecycle maintenance program • Operating equipment planning • Project planning • Emergency planning • Environmental management planning • Energy management program • Uninterruptable Service Plan
b. Reporting	Access to data directly in Service providers' systems, through data transfer to RPD systems, or through reporting generated from either system.
c. Performance Management	A performance management framework supports evaluation of performance and includes reporting on service level achievement and compliance verification.
d. Quality Assurance	A quality management system that includes: data validation, goods and services received validation, and accounting and financial audits. Covers all aspects of services, including strategic, tactical and operational.
e. Records Management	Integrated
f. Information Management	Integrated
g. Customer Service, Satisfaction and Issue resolution	Established process for , identifying, reporting, tracking, escalating and mitigating
h. Resourcing	
i. Staffing, Training, SOPs	Resources requires adequate staffing levels, published SOPs , training plans, and skill set management to ensure quality service delivery.
ii. Procurement	Aligned with Government policies and procedures, ensuring procurement activities are open, fair and transparent.

Services not currently in scope:

1. Information Technology for building tenants
 - a. Workstations and devices

- b. Networks
 - c. Equipment and components
- 2. Overall drawing management
- 3. Maintenance of property occupancy information and strategic occupancy planning
- 4. Lease management and administration
- 5. Lease acquisition, renewal and buy-outs
- 6. Space planning and design
- 7. General transaction management services?
- 8. Full workplace provisioning
- 9. Management of the relationship between the Province and the provinces' customers
- 10. Setting of policies relating to the Province's business, e.g.:
 - a. Environmental management
 - b. Emergency preparedness
 - c. Energy management
 - d. Green building guidelines
- 11. Invoicing and billing of customers
- 12. Portfolio management, acquisition and disposition of properties
- 13. Government and media relations

APPENDIX C : Guiding Principles

There is high potential for this project to be a transformational change to our organization and clients. It is our intent to recognize potential impacts to staff, clients and tenants and manage the project as a change initiative rather than a routine contract procurement. Accordingly, the following principles have been adopted:

Transparency

- Maintain a fair and transparent process for internal and external stakeholders
- Tap in to as many potential suppliers as possible through a transparent procurement process
- Respect the need for confidentiality where appropriate

Engagement

- Engage stakeholders as needed and wherever possible in the creation of the new contract(s), within given time parameters

Flexibility

- Develop and follow a process that will provide for maximum flexibility in contract approach, and procure a contract (or contracts) that allow for future flexibility

Creativity

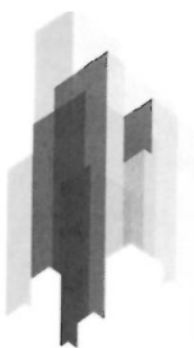
- Remain open throughout the process to alternate methods, structures and processes for all aspects of the ASD deal lifecycle, including innovation and technology.

Learning

- Apply learnings from our experiences over the term of the current contract, and other contracts managed by FSMB, Strategic Partnerships Office, and the Province of BC
- Apply learnings from research, including evidence based best practices
- Maintain a record of why decisions were made, to inform future committee members and contract managers

Balanced Decision Making

- Consider client needs and interests, stewardship responsibilities and affordability in decision making process



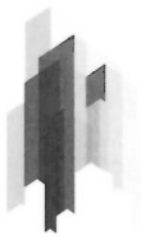
FACILITY MANAGEMENT PROCUREMENT PROJECT

Project Objectives DRAFT

The following Project Objectives have been developed to articulate what we are trying to achieve through the Facility Management Procurement Project. They will guide our decision making and we will measure results against these objectives to determine our success in the resulting contract or contracts.

1. Increased flexibility supporting the diverse nature of the Province's real estate portfolio and the changing needs of RPD and its clients
2. Increased transparency enhancing the levels of awareness and understanding of the contract relationship
3. Clearly defined roles and responsibilities for the Province and vendor in accordance with the scope of services
4. Enhanced capacity for reporting, monitoring and performance evaluation
5. Improved transfer of data and information between the vendor RPD and clients
6. Enhanced processes for the effective onboarding of new clients or new services
7. A contract structure that maximizes value for money through the life of the contract

Note: "contract" may be one or more contracts



**FACILITY
MANAGEMENT
PROCUREMENT
PROJECT**

Reporting Period	September 1 – 30, 2015
Project Sponsor	Sarf Ahmed, ADM, Citizen Services
Project Lead	Karen Liversedge, Director, Facilities Management Services
Project Manager	Dave Knox, PwC

Project Description

This project will develop and implement a new and improved contract(s) for Facility Management Services (FMS), select a preferred vendor, and facilitate the continuity of FMS at the end of the current FM contract. This goal will be achieved through engagement and contribution in the definition of FMS requirements by stakeholders. Consideration will be included of aspects of the current contract that worked well and industry standards for new, improved or changed delivery of FMS.

Target Completion Date	April 1, 2020	Project % Completion To Date (Duration)	3%	Status	Yellow
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Overview: Project Lifecycle Status

Project Management Status	Prior Period ¹	Current Trend ¹	Rationale/Comment
Overall Project	Green	Yellow	• Will be resolved when Budget and Project Charter approved
Scope	Green	Yellow	• Cannot finalize until Charter approved (Nov 30)
Budget	Green	Yellow	• Awaiting confirmation of formal budget approval.
Time / Schedule	Green	Green	• High-level schedule not finalized until Charter approved
Resources	Green	Green	• Some delays in obtaining resources (Fairness Advisor), may impact some timelines. • Some internal resources not able to devote effort as scheduled
Quality	Green	Green	•
Risk	Green	Green	•
Procurement	Green	Green	• Refers to Project related Procurement, not the FM procurement
Communications & Engagement	Green	Green	•
Change Management	Green	Green	•

Status of Major Milestones/Deliverables

#	Milestone/Deliverable	Baseline Start	Baseline Finish	Forecast Finish	% Comp	Status	Rationale/Comment
1	Project Charter	9-Sep-15	1-Dec-15	1-Dec-15	10%	Green	
2	Project Plan	9-Sep-15	31-Jan-16	31-Jan-16	5%	Green	
3	RFI Market Engagement	28-Sep-15	15-Jan-16	15-Jan-16	2%	Green	
4	Comm & Engage Strategy	1-Sep-15	30-Oct-15	30-Oct-15	10%	Green	
5	End of Term Assessment	9-Oct-15	30-Apr-16	30-Apr-16	0%	Green	

¹ **Overall Summary:** ■ There are no significant challenges. ■ There are moderate challenges, which are being monitored and addressed.
■ There are major challenges, which may require executive level intervention to support or address.

ACTIVITIES COMPLETED (Sep 1 – 30, 2015)

INITIATION & PLANNING

- Progressed preparation of the Project Charter
- Prepared Budget Management tool

EXECUTION

- Developed project objectives
- Determined RFI Process and Approach

CONTROLLING

- Appointed contract Project Manager from PwC
- Project Administration posting – scheduled to close Sep 30
- Developed Terms of Reference for and with governance committees

ACTIVITIES PLANNED (Oct 1 – 31, 2015)

INITIATION

- Conduct Risk Analysis workshop
- Complete Stakeholder Matrix

EXECUTION

- Finalize Change Management and Communications & Engagement Frameworks
- Develop approach and supporting materials for first Stakeholder Engagement Activity
- Complete draft RFI Document – post Oct 30

CONTROLLING

- Appointed contract FM Industry Advisor
- Fairness Advisor posting – scheduled to close Oct 29

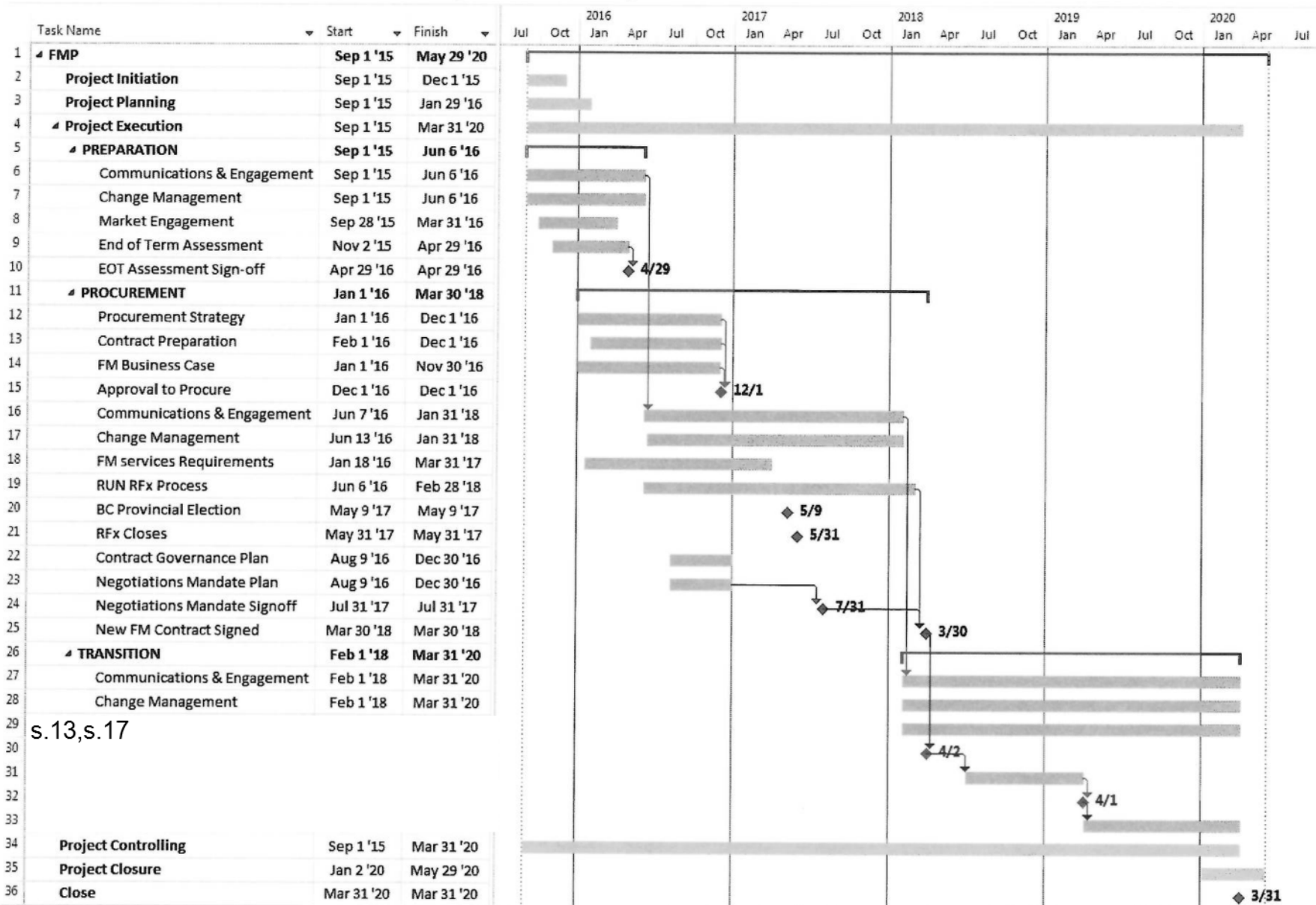
ISSUES/CONCERNS

1. None at this time

APPENDICES

1. High-Level Schedule
2. High-Level Budget

Appendix 1: High-Level Schedule (effective September 30, 2015)



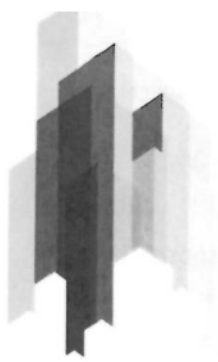
Appendix 2: High-Level Budget (effective September 30, 2015)

2015/2016 Budget Summary as at: 30-Sep-15

Major Task/Deliverable	Approved Budget	Actual	Est to Complete	Total	Variance	% Comp
2015/2016 Fiscal TOTAL	s.13,s.17					

Multi-Fiscal Year Project Budget

PROJECT TOTAL



FACILITY MANAGEMENT PROCUREMENT PROJECT

Executive Steering Committee Terms of Reference October 2015

1. BACKGROUND

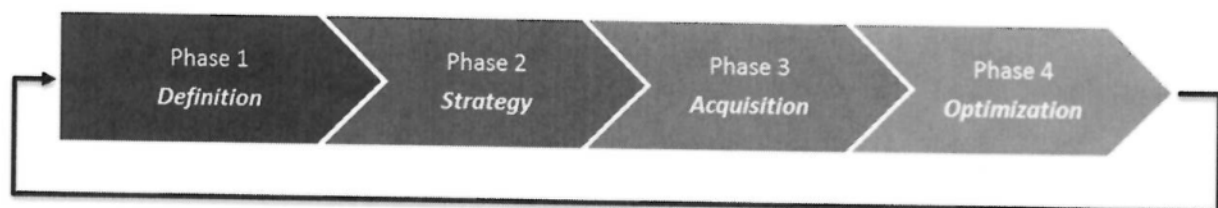
In 2003, the Province outsourced property management, project management & construction and pollution prevention/technical value services to Brookfield GIS – Workplace Solutions Inc. (WSI). Accountability for this contractual arrangement and the delivery of facility management services resides with the Real Property Division (RPD), Ministry of Technology, Innovation and Citizens' Services (MTICS).

RPD engages WSI to provide project and property management services including:

- day-to-day building operations and maintenance (O&M) services (e.g. cleaning, security, grounds upkeep, mechanical/electrical, emergency response/repair, asset management, pollution prevention, equipment repair and maintenance, utilities and energy management); and
- project management and construction services (for projects up to an individual threshold of \$2 million).

Costs of O&M and project services are funded on a cost pass through basis, with approximate annual budgets of \$90 Million and \$60 Million respectively. The Management Fee is indexed to portfolio size and is approximately \$4 Million annually. Services are provided to mandated Ministry and broader public sector clients in 1900 properties across BC. Value of the contract over term is \$2.3 Billion.

The Master Services Agreement between WSI and the Province is in its final term and will expire on March 31, 2019. On this date, a new service provider must be in place and operational to assume services without interruption. The Facility Management Procurement Project (FM Procurement) will include the definition, strategy and acquisition phases of the deal life cycle, including developing and implementing statement(s) of work, contract approach and procurement strategy.



Deal Lifecycle. Source: Strategic Partnerships Office

In order to allow for an orderly transition, contract award is scheduled for April 1, 2018. Accordingly, the initial phases, including stakeholder and market consultation, should commence with the least delay. See Appendix 1 for Key Dates.

2. ESTABLISHMENT OF EXECUTIVE STEERING COMMITTEE

Shared Services BC is establishing an Executive Steering Committee (“the Committee”) responsible to provide overall direction and key decision-making for the FM Procurement. Terms of Reference for the Committee are to be reviewed at its initial meeting.

3. EXECUTIVE STEERING COMMITTEE MANDATE

The Committee will oversee RPD’s procurement processes and outcomes related to the procurement of Facility Management services, including seeking assurance that all BC Government policies and procedures (e.g. CORE policies, Treasury Board Secretariat and OCIO directives), statutory requirements and Canadian trade agreements are adhered to.

4. PROJECT PRINCIPLES

The Committee has adopted the principles attached in Appendix 2. These principles will guide the development of project, engagement and communications planning.

5. COMMITTEE ACCOUNTABILITY

The Executive Steering Committee will report to Treasury Board, via Minister of MTICS. The project’s governance structure is provided in Appendix 3.

6. COMMITTEE ROLES & RESPONSIBILITIES

The functions of the Committee are as follows:

Project Champion:

Provide communication, direction and support to staff in respective ministries to enable understanding and support for the project, and for the Alternative Delivery Service model.

Approvals:

Provide approval of key decisions and documents, such as:

1. Project Governance Structure
2. Principles and Objectives
3. Change Management and Engagement Strategy
4. Project Schedule
5. Project Scope

In order to develop scope, approve decision notes and strategic recommendations such as:

- Contract type(s)
- Pricing model
- Statement of Work/Scope of Services
- Service Levels
- Performance levers/mechanisms
- Resourcing (strategic HR, pension, severance, collective agreement)
- Duration (initial term and potential extensions)

s.13,s.17

- Single or multi-vendor
6. Project Procurement Strategy and purchasing documentation, including RFX(s); reviewing to ensure fairness, accountability and transparency, and if necessary, recommend changes
 7. Project Communications Plan
 8. Award of contract(s) for FM Services
 9. Request to Treasury Board if analysis indicates proposals will exceed existing FM budget

Seek ministerial and Treasury Board approvals as needed.

Monitoring:

Oversee the effectiveness and implementation of Project objectives in relation to the procurement project.

1. Monitor progress of the project
2. Provide advice and direction

Communication:

Communicate with Minister, Treasury Board, and public if required.

1. The Committee Chair is the chief spokesperson on matters of public interest within the Committee's purview. On technical matters or in cases where an initiative is still at the staff proposal level, the Executive Director of Facilities Management Services Branch or Assistant Deputy Minister of Real Property Division is the appropriate chief spokesperson.
2. Where necessary and practical, the Committee Chair and Executive Director of Facilities Management Services Branch confer to determine the most appropriate representative to speak.

7. EXECUTIVE STEERING COMMITTEE MEMBERSHIP

The Committee will include:

1. Sarf Ahmed, ADM, Citizens' Services (Chair)

2. Brian Fellows, ADM, Real Property Division
3. Reg Bawa, ADM, MCF
4. Trish Dohan, ADM, FLNRO
5. Shauna Brouwer, ADM, JAG
6. Pat Marsh, ED, Facility Management Services
7. Brent Merchant, ADM, JAG
8. Richard Poutney, Executive Lead, SPO
9. Brent Merchant, ADM, JAG
10. Richard Poutney, Executive Lead, SPO

Committee membership may be reviewed and revised from time to time over the course of the project. Replacement members will be chosen with the aim of retaining the original combination of subject matter experts and major stakeholders. Almost two thirds of the portfolio is made up of Correctional facilities and Courthouses and as such 2 representatives from Ministry of Justice are on the Committee. ADMs of Corporate Services will represent interests of ADMCST. Other Committee members have been chosen from RPD's major clients.

8. CONDUCT OF EXECUTIVE STEERING COMMITTEE BUSINESS

The Committee will meet quarterly, or otherwise as required in order to perform its functions. Committee members should be given at least seven day notice of meeting, or such shorter notice period as is practicable where the matter is urgent.

A quorum shall consist of a simple majority of the members of the Committee at the time the meeting is held to conduct Committee business.

RPD ADMO will provide administrative support to the Committee.

Delegates will attend Committee meetings only when officially acting for members on planned absences (e.g. extended vacations).

If Committee members are absent for key decisions, the Chair will solicit their input before finalizing decisions.

APPENDIX 1: Key Dates

In addition to regular quarterly Committee meetings, ad hoc meetings will be scheduled as required based on the timing associated with the following requirements:

2015/2016

- Review and approve stakeholder engagement strategy
- Approve scope definition

2016/2017

- Review and approve strategic procurement strategy/plan
- Review recommendation to services, service model, service levels, resourcing and financial model
- Review procurement documents (e.g. Request for Information, Request for Qualifications, Request for Proposal) and make recommendations as necessary
- April 1, 2017 – Approval to procure (prior to interregnum)

2017/2018

- Review and approve the evaluation of RFX(s)
- Approve vendor(s) selected for negotiation
- Review and approve Contract Negotiation Mandate

2018/2019

- Contract Award - April 1, 2018 S.13,s.17
s.13,s.17

APPENDIX 2: Project Principles

There is high potential for this project to be a transformational change to our organization and clients. It is our intent to recognize potential impacts to staff, clients and tenants and manage the project as a change initiative rather than a routine contract procurement. Accordingly, the following principles have been adopted:

Transparency

- Maintain a fair and transparent process for internal and external stakeholders
- Tap in to as many potential suppliers as possible through a transparent procurement process
- Respect the need for confidentiality where appropriate

Engagement

- Engage stakeholders as needed and wherever possible in the creation of the new contract(s), within given time parameters

Flexibility

- Develop and follow a process that will provide for maximum flexibility in contract approach, and procure a contract (or contracts) that allow for future flexibility

Creativity

- Remain open throughout the process to alternate methods, structures and processes for all aspects of the ASD deal lifecycle, including innovation and technology.

Learning

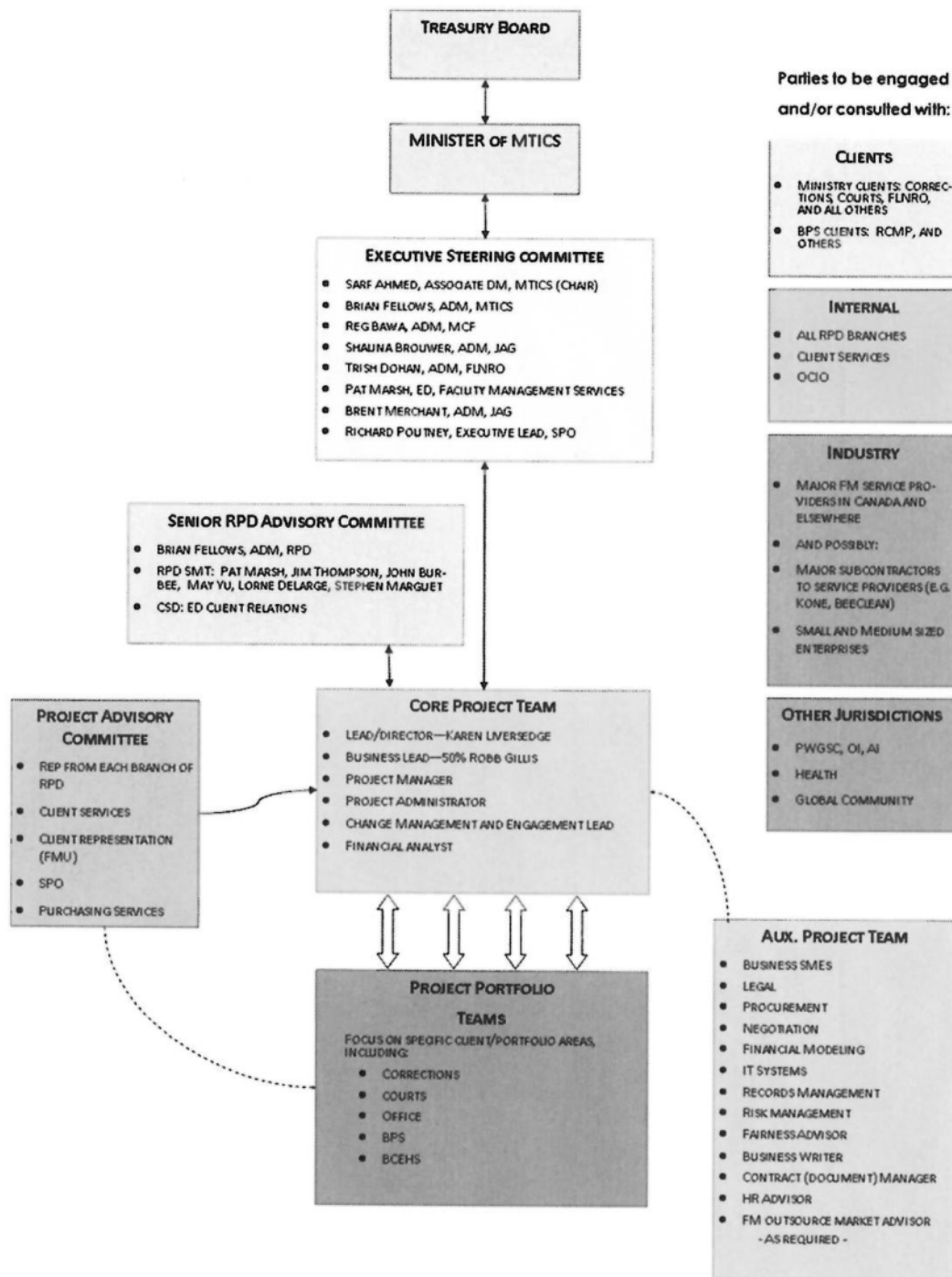
- Apply learnings from our experiences over the term of the current contract, and other contracts managed by FSMB, Strategic Partnerships Office, and the Province of BC
- Apply learnings from research, including evidence based best practices
- Maintain a record of why decisions were made, to inform future committee members and contract managers

Balanced Decision Making

- Consider client needs and interests, stewardship responsibilities and affordability in decision making process

NTD: Project Objectives will be presented as part of the Project Charter. Value for Money has been proposed as one of the Objectives.

APPENDIX 3: Governance Structure



Harvey, Caylla MTIC:EX

From: Macauley, George JAG:EX
Sent: Friday, November 13, 2015 9:16 AM
To: Liversedge, Karen P MTIC:EX
Subject: RE: Request for Proposal ON-002755
Attachments: image002.png

Thanks Karen. Materials received to my government email account.

I still actively work for JAG (among other things, I work with Brenda Miller (ED, Corporate Support, Court Services Branch) on projecting space requirements for courthouses) and expect that I will be doing so for a number of years. If this status stops, we can arrange to transfer responsibility for the IDIR account and email address.

All good.

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 13, 2015 9:04 AM
To: 'George Macauley'; Macauley, George JAG:EX
Subject: RE: Request for Proposal ON-002755

Hi George.

Here, as promised, is some reading material. The charter is draft, but should give a good overview of the project as of September 30. The project update is also as of that date.

I'm including the draft (nearly final) project objectives, which technically are goals. Further detailed objectives will be developed for the listed objectives. I'll throw in the terms of reference for the executive steering committee as well which should give you a good idea of the governance structure.

Please let me know if your gov.bc.ca email is receives this. Are you still actively doing work for JAG? (does that email need to stay live for them?) If not, the protocol would be to reissue the same email, paid for by our division.

Karen Liversedge
Project Director, Facilities Management Services

[cid:image002.png@01D11DF2.55EAAFF0]

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca<<mailto:Karen.Liversedge@gov.bc.ca>>

From: S.22

On Behalf Of George Macauley

Sent: Thursday, November 12, 2015 2:40 PM

To: Liversedge, Karen P MTIC:EX

Cc: Knox, Dave MTIC:EX

Subject: Re: Request for Proposal ON-002755

Karen:

3:00 today works well for me by phone, or if you would like to get together in person please let me know a time tomorrow afternoon that works for you and I will drop out to 4000 Seymour.

Thanks,

George

On Thu, Nov 12, 2015 at 1:43 PM, George Macauley <office@macauley.ca<<mailto:office@macauley.ca>>> wrote:

Karen:

Today at 3:00 works for me. I am happy to drop by 4000 then if that works for you, or we can do by phone. Your choice.

Thanks,

George

On Thu, Nov 12, 2015 at 1:36 PM, Liversedge, Karen P MTIC:EX

<Karen.Liversedge@gov.bc.ca<<mailto:Karen.Liversedge@gov.bc.ca>>> wrote:

Hello George. Looking forward to meeting you, and getting you started. I'm afraid we've run on ahead on the project a bit more than would be ideal, so we'll need to catch you up fast!

Please let me know when you're available for a call. Today between 3-4 or tomorrow afternoon would be good times for me. . .

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services

E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:

250-952-8867<<tel:250-952-8867>> Cell: 250-480-9148<<tel:250-480-9148>>

Email: Karen.Liversedge@gov.bc.ca<<mailto:Karen.Liversedge@gov.bc.ca>>

From: Kapoor, Bobby MTIC:EX

Sent: Thursday, November 12, 2015 12:59 PM

To: office@macauley.ca<<mailto:office@macauley.ca>>

Cc: Liversedge, Karen P MTIC:EX

Subject: Request for Proposal ON-002755

November 12, 2015

Macauley & Associates Consulting Inc.

742 Hampshire Road

Victoria, BC V8S 4S4

Dear George Macauley:

Thank you for your response to Request for Proposal (RFP) ON-002755. The Ministry of Technology, Innovation and Citizens' Services has completed its evaluation process and has determined that Macauley & Associates Consulting Inc. is the successful Proponent.

Keren Liversedge will be contacting you directly to setup a time to finalize the Contract. Once again, thank you for your participation in this process.

Regards,

Bobby Kapoor
Procurement Specialist
Strategic and Advisory Services

--

George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca<mailto:Office@macauley.ca>
250-812-8148<tel:250-812-8148>

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George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca<mailto:Office@macauley.ca>
250-812-8148

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 13, 2015 9:55 AM
To: Macauley, George JAG:EX
Subject: RE: Request for Proposal ON-002755

Great, thanks George.

Karen Liversedge
Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

-----Original Message-----

From: Macauley, George JAG:EX
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George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 13, 2015 9:04 AM
To: 'George Macauley'; Macauley, George JAG:EX
Subject: RE: Request for Proposal ON-002755

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Karen Liversedge
Project Director, Facilities Management Services

[cid:image002.png@01D11DF2.55EAAFF0]

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E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
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Email: Karen.Liversedge@gov.bc.ca<mailto:Karen.Liversedge@gov.bc.ca>

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To: Liversedge, Karen P MTIC:EX
Cc: Knox, Dave MTIC:EX
Subject: Re: Request for Proposal ON-002755

On Behalf Of George Macauley

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George

On Thu, Nov 12, 2015 at 1:36 PM, Liversedge, Karen P MTIC:EX
<Karen.Liversedge@gov.bc.ca<mailto:Karen.Liversedge@gov.bc.ca>> wrote:
Hello George. Looking forward to meeting you, and getting you started. I'm afraid we've run on ahead on the project a bit more than would be ideal, so we'll need to catch you up fast!

Please let me know when you're available for a call. Today between 3-4 or tomorrow afternoon would be good times for me. . .

Karen Liversedge
Project Director, Facilities Management Services
Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867<tel:250-952-8867> Cell: 250-480-9148<tel:250-480-9148>
Email: Karen.Liversedge@gov.bc.ca<mailto:Karen.Liversedge@gov.bc.ca>

From: Kapoor, Bobby MTIC:EX

Sent: Thursday, November 12, 2015 12:59 PM
To: office@macauley.ca<mailto:office@macauley.ca>
Cc: Liversedge, Karen P MTIC:EX
Subject: Request for Proposal ON-002755

November 12, 2015

Macauley & Associates Consulting Inc.
742 Hampshire Road
Victoria, BC V8S 4S4
Dear George Macauley:

Thank you for your response to Request for Proposal (RFP) ON-002755. The Ministry of Technology, Innovation and Citizens' Services has completed its evaluation process and has determined that Macauley & Associates Consulting Inc. is the successful Proponent.

Keren Liversedge will be contacting you directly to setup a time to finalize the Contract. Once again, thank you for your participation in this process.

Regards,

Bobby Kapoor
Procurement Specialist
Strategic and Advisory Services

--
George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca<mailto:Office@macauley.ca>
250-812-8148<tel:250-812-8148>

--
George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca<mailto:Office@macauley.ca>
250-812-8148

Harvey, Caylla MTIC:EX

From: Macauley, George JAG:EX
Sent: Monday, November 16, 2015 12:35 PM
To: Kapoor, Bobby MTIC:EX; Liversedge, Karen P MTIC:EX
Subject: RE: Addendum for RFI

Sounds good Bobby.

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Kapoor, Bobby MTIC:EX
Sent: Monday, November 16, 2015 12:34 PM
To: Liversedge, Karen P MTIC:EX
Cc: Macauley, George JAG:EX
Subject: Re: Addendum for RFI

I'll get back to everyone by the 18th...late 18th :)..get er done

Sent from my Samsung device

----- Original message -----

From: "Liversedge, Karen P MTIC:EX" <Karen.Liversedge@gov.bc.ca>
Date: 2015-11-16 11:42 AM (GMT-08:00)
To: "Kapoor, Bobby MTIC:EX" <Bobby.Kapoor@gov.bc.ca>
Cc: "Macauley, George JAG:EX" <George.Macauley@gov.bc.ca>
Subject: Re: Addendum for RFI

Did you also want to add the changed date that we'd get back to them by? I think that was the 18th originally

Karen

On Nov 16, 2015, at 10:06 AM, Kapoor, Bobby MTIC:EX <Bobby.Kapoor@gov.bc.ca<<mailto:Bobby.Kapoor@gov.bc.ca>>>
wrote:

<RFI ON-002763- Addendum 1.docx>

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Monday, November 16, 2015 1:59 PM
To: Kapoor, Bobby MTIC:EX; Macauley, George JAG:EX
Subject: RE: Addendum for RFI

I think you should go ahead and post the addendum, and give more time – maybe wait until after 3 our time so all those in Ontario who were going to meet the first deadline have done so. ☺

The vendor information that Elevate is working on is independent of the extension, I believe.

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

From: Kapoor, Bobby MTIC:EX
Sent: Monday, November 16, 2015 12:40 PM
To: Macauley, George JAG:EX; Liversedge, Karen P MTIC:EX
Subject: Re: Addendum for RFI

Should I post? We could wait for the vendor info from lisa and add it to the bottom of the addendum. Or we could send out the vendor notice to only those registered for the presentation as part of the invite. Thoughts...

B

Sent from my Samsung device

----- Original message -----

From: "Macauley, George JAG:EX" <George.Macauley@gov.bc.ca>
Date: 2015-11-16 12:35 PM (GMT-08:00)
To: "Kapoor, Bobby MTIC:EX" <Bobby.Kapoor@gov.bc.ca>, "Liversedge, Karen P MTIC:EX" <Karen.Liversedge@gov.bc.ca>
Subject: RE: Addendum for RFI

Sounds good Bobby.

Thanks,
George

George Macauley

Alternative email: office@macauley.ca
(250) 812-8148

From: Kapoor, Bobby MTIC:EX
Sent: Monday, November 16, 2015 12:34 PM
To: Liversedge, Karen P MTIC:EX
Cc: Macauley, George JAG:EX
Subject: Re: Addendum for RFI

I'll get back to everyone by the 18th...late 18th :)..get er done

Sent from my Samsung device

----- Original message -----

From: "Liversedge, Karen P MTIC:EX" <Karen.Liversedge@gov.bc.ca>
Date: 2015-11-16 11:42 AM (GMT-08:00)
To: "Kapoor, Bobby MTIC:EX" <Bobby.Kapoor@gov.bc.ca>
Cc: "Macauley, George JAG:EX" <George.Macauley@gov.bc.ca>
Subject: Re: Addendum for RFI

Did you also want to add the changed date that we'd get back to them by? I think that was the 18th originally

Karen

On Nov 16, 2015, at 10:06 AM, Kapoor, Bobby MTIC:EX <Bobby.Kapoor@gov.bc.ca<<mailto:Bobby.Kapoor@gov.bc.ca>>> wrote:

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Tuesday, November 17, 2015 11:57 AM
To: XT:Makar, Lisa FIN:IN; Cooper, Jae MTIC:EX; Knox, Dave MTIC:EX; Macauley, George JAG:EX
Subject: FW: Communication from Brian Fellows: Facility Management Procurement Project - Request for Information (RFI)

FYI, here's a note Brian sent out internally on the RFI posting. Congratulations one and all!

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

From: Barnes, Renee A MTIC:EX
Sent: Monday, November 16, 2015 4:29 PM
To: SSBC RPD ALL STAFF; Kapoor, Bobby MTIC:EX; Harris, Tracy MTIC:EX; Beach, Morgan MTIC:EX; Haines, Geoff B MTIC:EX
Cc: Boyd, Wes MTIC:EX; McDonald, Seanna MTIC:EX; Poutney, Richard G MTIC:EX; Furtado, Angelina MTIC:EX
Subject: Communication from Brian Fellows: Facility Management Procurement Project - Request for Information (RFI)



Where ideas work

From the workpoint of Brian Fellows, Real Property Division



November 16, 2015

Good afternoon,

I am extremely pleased to announce that a Request for Information (RFI), kicking off the market engagement for the Facility Management Procurement project (FM Procurement) is now on BC Bid. This is a very important project for RPD and posting the RFI marks a key milestone.

The FM Procurement Project Team has developed an innovative approach to this RFI. In addition to submitting written responses, respondents are invited to make in-person presentations, also available through LiveMeeting technology, to all interested government stakeholders. This will be a great opportunity for us to engage with potential new service providers, ask questions and learn what's new and exciting in the field of facility management and real-estate services. Getting to know the vendor community and gaining their input, will shape the project team's ability to develop a model that

meets the needs of our very unique portfolio efficiently effectively and affordably.

The FM Procurement is intended to be open and transparent, providing you with opportunities to provide input and learn along with the Project Team. In fact, both the Project Team and I are committed to informing and engaging you through the entire process. In support of this, RPD staff will be invited to attend the presentations or view recorded presentations afterwards. The LiveMeeting presentations will be scheduled in late November and early December.

I would like to thank all those involved in developing the RFI and helping us to achieving this important project milestone: Karen Liversedge and Robert Gillis from RPD, Bobby Kapoor and Tracy Harris from Procurement Services; Morgan Beach and Geoff Haines from the Strategic Partnerships Office; and the consultant team as well. This project represents an exciting opportunity to shape facility management in the Province and I look forward with all of you to next steps in the process.



Brian Fellows
Assistant Deputy Minister, Real Property Division
Ministry of Technology, Innovation and Citizens' Services

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 20, 2015 12:45 PM
To: Kapoor, Bobby MTIC:EX; Macauley, George JAG:EX
Subject: RE: Vendor Presentation Date Request

It's really up to George. George, you'll be away that week. Can we proceed without you? is there anyone else who could fill your role that day, or would you recommend the only way to be fair is to have yourself at every meeting?

If we could bring in, say Duncan or Richard or someone outside government, then we could book the week of the 14th. If not, then I guess we could do it in January. Not ideal.

Which company?

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

From: Kapoor, Bobby MTIC:EX
Sent: Friday, November 20, 2015 12:24 PM
To: Liversedge, Karen P MTIC:EX; Macauley, George JAG:EX
Subject: Vendor Presentation Date Request

Hi Karen, there is a request from one of the vendors to change their time to the week of the 14th due to their key presenter being away. Please let me know how you want me to proceed.

Options:

1. Accommodate
2. Not accommodate
3. Push out to January
4. Other?

Thoughts...

Bobby

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 20, 2015 1:46 PM
To: Macauley, George JAG:EX; Kapoor, Bobby MTIC:EX
Subject: RE: Vendor Presentation Date Request

That's a good alternative suggestion George. We can delegate your greeter role, and book something, when we are all available, the week of the 14th, with your dialing in.

Thursday afternoon we could get a decent room. Starting at 2:30 might work well for Pat. . .

Karen Liversedge
Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

-----Original Message-----

From: Macauley, George JAG:EX
Sent: Friday, November 20, 2015 1:07 PM
To: Liversedge, Karen P MTIC:EX; Kapoor, Bobby MTIC:EX
Subject: RE: Vendor Presentation Date Request

Karen:

I can participate by phone and LiveMeeting which is not as good as being in person but should work. I can send any discrete comments that I may have using the LiveMeeting instant messaging function. So as long as no-one passes notes to keep me in the dark than we should be okay.

Alternatively, I do not have any associates that can fill the role. With Bobby and Morgan there, I feel a good level of comfort (with my phone/LM participation) without additional attendee.

Alternatively, could wait until January but that puts us out of synch with our dates to receive written submissions.

Alternatively, I could change my flights but I would rather not if it can be helped.

Also, I don't know about the availability of other required participants during the week of the 14th ?

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 20, 2015 12:44 PM
To: Kapoor, Bobby MTIC:EX; Macauley, George JAG:EX
Subject: RE: Vendor Presentation Date Request

It's really up to George. George, you'll be away that week. Can we proceed without you? is there anyone else who could fill your role that day, or would you recommend the only way to be fair is to have yourself at every meeting?

If we could bring in, say Duncan or Richard or someone outside government, then we could book the week of the 14th. If not, then I guess we could do it in January. Not ideal.

Which company?

Karen Liversedge
Project Director, Facilities Management Services
Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca<<mailto:Karen.Liversedge@gov.bc.ca>>

From: Kapoor, Bobby MTIC:EX
Sent: Friday, November 20, 2015 12:24 PM
To: Liversedge, Karen P MTIC:EX; Macauley, George JAG:EX
Subject: Vendor Presentation Date Request

Hi Karen, there is a request from one of the vendors to change their time to the week of the 14th due to their key presenter being away. Please let me know how you want me to proceed.

Options:

1. Accommodate
2. Not accommodate
3. Push out to January
4. Other?

Thoughts...

Bobby

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 20, 2015 3:54 PM
To: Kapoor, Bobby MTIC:EX; Macauley, George JAG:EX
Subject: RE: Vendor Presentation Date Request

s.15

Karen Liversedge
Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

-----Original Message-----

From: Kapoor, Bobby MTIC:EX
Sent: Friday, November 20, 2015 3:53 PM
To: Liversedge, Karen P MTIC:EX; Macauley, George JAG:EX
Subject: RE: Vendor Presentation Date Request

Do we know what room this is?

-----Original Message-----

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 20, 2015 1:46 PM
To: Macauley, George JAG:EX; Kapoor, Bobby MTIC:EX
Subject: RE: Vendor Presentation Date Request

That's a good alternative suggestion George. We can delegate your greeter role, and book something, when we are all available, the week of the 14th, with your dialing in.

Thursday afternoon we could get a decent room. Starting at 2:30 might work well for Pat. . .

Karen Liversedge
Project Director, Facilities Management Services
Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

-----Original Message-----

From: Macauley, George JAG:EX
Sent: Friday, November 20, 2015 1:07 PM

To: Liversedge, Karen P MTIC:EX; Kapoor, Bobby MTIC:EX
Subject: RE: Vendor Presentation Date Request

Karen:

I can participate by phone and LiveMeeting which is not as good as being in person but should work. I can send any discrete comments that I may have using the LiveMeeting instant messaging function. So as long as no-one passes notes to keep me in the dark than we should be okay.

Alternatively, I do not have any associates that can fill the role. With Bobby and Morgan there, I feel a good level of comfort (with my phone/LM participation) without additional attendee.

Alternatively, could wait until January but that puts us out of synch with our dates to receive written submissions.

Alternatively, I could change my flights but I would rather not if it can be helped.

Also, I don't know about the availability of other required participants during the week of the 14th ?

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Liversedge, Karen P MTIC:EX
Sent: Friday, November 20, 2015 12:44 PM
To: Kapoor, Bobby MTIC:EX; Macauley, George JAG:EX
Subject: RE: Vendor Presentation Date Request

It's really up to George. George, you'll be away that week. Can we proceed without you? is there anyone else who could fill your role that day, or would you recommend the only way to be fair is to have yourself at every meeting?

If we could bring in, say Duncan or Richard or someone outside government, then we could book the week of the 14th. If not, then I guess we could do it in January. Not ideal.

Which company?

Karen Liversedge
Project Director, Facilities Management Services
Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca<<mailto:Karen.Liversedge@gov.bc.ca>>

From: Kapoor, Bobby MTIC:EX
Sent: Friday, November 20, 2015 12:24 PM
To: Liversedge, Karen P MTIC:EX; Macauley, George JAG:EX

Subject: Vendor Presentation Date Request

Hi Karen, there is a request from one of the vendors to change their time to the week of the 14th due to their key presenter being away. Please let me know how you want me to proceed.

Options:

1. Accommodate
2. Not accommodate
3. Push out to January
4. Other?

Thoughts...

Bobby

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Tuesday, November 24, 2015 7:26 PM
To: Kapoor, Bobby MTIC:EX; XT:Makar, Lisa FIN:IN; Macauley, George JAG:EX; Haines, Geoff B MTIC:EX; Beach, Morgan MTIC:EX; Gillis, Robert MTIC:EX; Knox, Dave MTIC:EX
Subject: Re: Nov 24 v2 schedule

a few changes and corrections to room numbers below.

From: Kapoor, Bobby MTIC:EX
Sent: November-24-15 6:41 PM
To: Liversedge, Karen P MTIC:EX; XT:Makar, Lisa FIN:IN; Macauley, George JAG:EX; Haines, Geoff B MTIC:EX; Beach, Morgan MTIC:EX; Gillis, Robert MTIC:EX; Knox, Dave MTIC:EX
Subject: Nov 24 v2 schedule

Presentation Schedule for RFI ON-002763

(Nov. 24 v2 2015)

ROOM	DATE	TIME BLOCKED	Company	Participar
s.15	Fri, Nov 27	2:00 to 4:00	North West Environmental Group Ltd.	3
	Wed, Dec 2	1:00 – 3:00	SNC-Lavalin	3
	Thu, Dec 3	3:20 to 5:20	EllisDon Facilities Services Inc.	2
	Fri, Dec 4	8:00 to 10:00	JLL	2
		1:00 to 3:00	IBM Canada Ltd.	unknow
	Mon, Dec 7	12:00 – 2:00	Newmark Knight Frank Devencore	4
		2:45 to 4:45	Cofely Services Inc.	3
	Tue, Dec 8	8:00 to 10:00	MHPM Project Managers Inc.	1
		10:30 to 12:30	CBRE Limited	1
	Thu, Dec 17	9:00 to 11:00	Bouygues Energies and Services Canada Ltd.	3

s.15	Thu, Dec 17	2:30 to 4:30	Brookfield Global Integrated Solutions LP	3
------	-------------	--------------	---	---

Harvey, Caylla MTIC:EX

From: Macauley, George JAG:EX
Sent: Wednesday, December 2, 2015 8:52 AM
To: Kapoor, Bobby MTIC:EX; Liversedge, Karen P MTIC:EX
Subject: RE: COI

Thanks Bobby.

George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Kapoor, Bobby MTIC:EX
Sent: Wednesday, December 02, 2015 8:23 AM
To: Liversedge, Karen P MTIC:EX
Cc: Macauley, George JAG:EX
Subject: COI

Hi Karen,

Could you please provide me a copy of all COI declared and responses from you? - I need a copy for the file and to be aware of what has occurred. We should probably have george cc'd so he is up to speed. If I could get those by the end of the year it would be grate.

Thanks!
B

Sent from my Samsung device

Harvey, Caylla MTIC:EX

From: Macauley, George JAG:EX
Sent: Wednesday, December 2, 2015 12:33 PM
To: Liversedge, Karen P MTIC:EX
Cc: Kapoor, Bobby MTIC:EX
Subject: RE: COI

Karen:

Will do.

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Liversedge, Karen P MTIC:EX
Sent: Wednesday, December 02, 2015 11:44 AM
To: Kapoor, Bobby MTIC:EX
Cc: Macauley, George JAG:EX
Subject: RE: COI

We're keeping all those we've received along with a tracking sheet in Livelink (which you guys won't have access to).

When Caylla starts tomorrow this will be one of her first tasks – to follow up and pester people until we get them all back. I also heard from the PAC today that there's some confusion, so I'll probably start by asking Caylla to resend to all, with a note saying please complete unless you already have.

George, could you hold off until next week, after which you can ask Caylla directly for updates on the tracking?

Karen Liversedge
Project Director, Facilities Management Services
Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca<<mailto:Karen.Liversedge@gov.bc.ca>>

From: Kapoor, Bobby MTIC:EX
Sent: Wednesday, December 2, 2015 8:24 AM
To: Liversedge, Karen P MTIC:EX
Cc: Macauley, George JAG:EX
Subject: COI

Hi Karen,

Could you please provide me a copy of all COI declared and responses from you? - I need a copy for the file and to be aware of what has occurred. We should probably have George cc'd so he is up to speed. If I could get those by the end of the year it would be grate.

Thanks!
B

Sent from my Samsung device

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Thursday, December 3, 2015 8:29 AM
To: Macauley, George JAG:EX
Subject: Hold off on contract

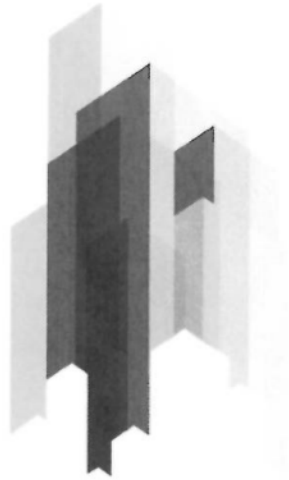
Hi George. Please ignore the GSA sent out yesterday. I think a slightly different one will be coming in a few days

K

Karen

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Thursday, December 3, 2015 10:00 AM
To: Macauley, George JAG:EX; Kapoor, Bobby MTIC:EX
Subject: FMP Draft Project Charter 20151126 v4 (2).docx
Attachments: FMP Draft Project Charter 20151126 v4 (2).docx



FACILITY
MANAGEMENT
PROCUREMENT
PROJECT

PROJECT CHARTER

Author:

Dave Knox

Creation Date:

September 22, 2015

Last Updated:

November 26, 2015

Version:

V0.4

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1. DOCUMENT PURPOSE

The Project Charter outlines the purpose of the project, the way the project will be structured and how it will be successfully implemented.

The Project Charter does not change throughout the project life cycle. It is created at the beginning of the project, reviewed and endorsed by the key project stakeholders, and is available for reference throughout the project life cycle.

Approval of the Project Charter by the Project Sponsor and/or Project Executive authorizes the Project Manager and any designated project team to begin the detailed planning efforts.

2. PROJECT PURPOSE

The Master Services Agreement for facility management (FM) services between Brookfield GIS - Workplace Solutions Inc. (WSI) and the Province is in its final term and will expire on March 31, 2019. At this time, a new service agreement S.13,S.17 must be in place to assume services without interruption.

The Facility Management Procurement (FMP) project will develop and implement the statement(s) of work, contract approach and procurement strategy.

3. BACKGROUND

In 2003, the Province outsourced property management, project management & construction and pollution prevention and technical value services to WSI. Accountability for this contractual arrangement and the delivery of FM services resides with the Real Property Division (RPD), Ministry of Technology, Innovation and Citizens' Services (MTICS).

RPD engages WSI to provide project and property management services including:

- day-to-day building operations and maintenance (O&M) services (e.g. cleaning, security, grounds upkeep, mechanical/electrical, emergency response/repair, asset management, pollution prevention, equipment repair and maintenance, utilities and energy management); and
- project management and construction services (for projects up to an individual threshold of \$2 million).

Costs of O&M and project services are funded on a cost pass through basis, with approximate annual budgets of \$90 million and \$60 million respectively. The Management Fee is indexed to portfolio size. Services are provided to mandated Ministry and non-mandated Broader Public Sector clients in 1900 properties across BC. Value of the contract over term is \$2.3 billion.

In preparation for determining next steps following the end of the service agreement between WSI and the Province on March 31st, 2019 a Decision Note (#103114) was prepared and presented to MTICS Executive with options to:

s.13,s.17

4. **Procure with revised contract** - Involve staff, clients and other stakeholders in a strong and meaningful way to create a new contract, or contracts, then procure, allowing for inclusion of best change management practices.

The fourth option was approved on October 15, 2015 by Sarf Ahmed, Associate Deputy Minister, MTICS and as a result the FMP project was initiated.

4. PROJECT GOAL & OBJECTIVES

The overarching goal for the FMP project is to develop and implement a new and improved contract(s), select a preferred vendor, and facilitate the continuity of FM services at the end of the current FM contract.

The objectives of the FMP project are outlined below. The objectives collectively describe the desired outcomes for the FMP project.

1. Increased flexibility supporting the diverse nature of the Province's real estate portfolio and the changing needs of RPD and its clients
2. Increased transparency enhancing the levels of awareness and understanding of the contract relationship
3. Clearly defined roles and responsibilities for the Province and vendor in accordance with the scope of services
4. Enhanced capacity for reporting, monitoring and performance evaluation
5. Improved transfer of data and information between the vendor, the Real Property Division and clients
6. Enhanced processes for the effective onboarding of new clients or new services
7. A contract structure that delivers facility management services effectively, economically and efficiently thereby maximizing the value received for the money spent through the life of the contract
8. A contract structure that supports a balanced approach to effective asset stewardship, fiscal accountability and client satisfaction

5. Guiding Principles

There is high potential for this project to be a transformational change to our organization and clients. To recognize potential impacts to staff, clients and tenants and manage the project as a change initiative rather than a routine contract procurement the following principles have been adopted:

Transparency

- Maintain a fair and transparent process for internal and external stakeholders
- Tap in to as many potential suppliers as possible through a transparent procurement process
- Respect the need for confidentiality where appropriate

Engagement

- Engage stakeholders as needed and wherever possible in the creation of the new contract(s), within given time parameters

Flexibility

- Develop and follow a process that will provide for maximum flexibility in contract approach, and procure a contract (or contracts) that allow for future flexibility

Creativity

- Remain open throughout the process to alternate methods, structures and processes for all aspects of the ASD deal lifecycle, including innovation and technology

Learning

- Apply learnings from our experiences over the term of the current contract, and other contracts managed by FSMB, Strategic Partnerships Office, and the Province of BC
- Apply learnings from research, including evidence based best practices
- Maintain a record of why decisions were made, to inform future committee members and contract managers

Balanced Decision Making

- Consider client needs and interests, stewardship responsibilities and affordability in decision making process

6. SCOPE

This section describes the project boundaries in terms of its activities and the work to be performed. The scope relates to the project goals and objectives, and covers all the work and only the work to be undertaken, the processes to be used and the product(s) to be delivered.

NOTE: This section refers to the scope of the project and does not reference the scope of the new contract or contracts to be, in any way.

The primary output product to be produced from this project is a new facilities management services contract commencing April 1, 2019.

6.1 In Scope

Change Management (through the duration of the project)

- Developing and implementing a strategy to improve readiness for transition and increase acceptance of new model
- Engagement of and consultation with RPD staff, government's facilities clients, and SPO staff in developing requirements and analyzing options
- Communications to broadly inform stakeholders

Planning and Strategy

- s.13,s.17

-
-

Procurement Preparation

- s.13,s.17

-
-
-
-

Procurement

- Implement procurement strategy
- Evaluation and proponent selection
- Secure approval to award
- Negotiation and contract finalization

Transition

s.13,s.17

Post – Transition

- Implement Transition Plan
- Oversight of new contract start-up first year (managed by FMSB operations)
- Oversight of contract governance structures first year (transitioning to RPD)
- Oversight of financial and IMIT reporting and transaction model first year
- Documentation of project process, learnings, and decisions to inform future contract governance

6.2 Out of Scope

- Implementation of potential business reorganization
- Implementation of changes to governance structures (internal business organization) resulting from major scope changes relative to the current contract, or as a result of other environmental drivers, and related change management
- Post transition activities including change management beyond the first year of the new contract(s). These activities will become responsibility of RPD operations during the last project year.

7. MILESTONES

The following table provides an overview of the major milestones for the project.

<i>Milestone</i>	<i>Target Date</i>	<i>Description</i>
1. <i>Project Initiation</i>	December 1, 2015	<p>This phase defines the purpose, scope and desired objectives for the project. Additionally, this phase determines and ensures initial project resources are committed.</p> <p>The main purpose of this phase is to align stakeholder's expectations with the project's purpose and goal(s), describe the project's scope and objectives and show how their participation in the project and related phases will ensure achievement of their expectations.</p>
2. <i>Project Planning</i>	January 31, 2016	<p>This Phase establishes the total scope of effort and outlines the necessary actions required to attain the project objectives</p> <p>The main focus of this phase is to define the strategy, tactics and courses of action to successfully complete the project. The Project Plan will address all aspects of scope, time, cost, quality, communications, human resources, risks, procurement and stakeholders.</p>
Preparation		
3. <i>EOT Assessment Sign-off</i>	April 30, 2016	s.13,s.17
Procurement		
4. <i>Approval to Procure</i>	December 1, 2016	Once the Procurement Strategy and draft Contract are prepared, an approval to commence the procurement process is to be obtained via the Executive Steering Committee (ESC) from Treasury Board.
5. <i>BC Provincial Election</i>	May 9, 2017	The date of the next scheduled BC Provincial election and the related prior interregnum period.
6. <i>Negotiations Mandate Sign-off</i>	July 31, 2017	Approval of the Negotiations Mandate Plan by the ESC.
7. <i>New FM Contract Signed</i>	April 1, 2018	The signing of the new facilities management services contract s.13,s.17

<i>Milestone</i>	<i>Target Date</i>	<i>Description</i>
8. s.13,s.17		
Transition		
9. s.13,s.17		
10		
11. <i>Transition Date</i>	April 1, 2019	Handover from previous contract and service start date of new contract(s).
12. <i>Project Close</i>	March 31, 2020	The date of project closure.

8. MAJOR DELIVERABLES

This following table outlines the major deliverables for this project along with target completion dates.

<i>Major Deliverable</i>	<i>Description</i>	<i>Target Date</i>
1. <i>Project Charter</i>	The Project Charter is a document that outlines the purpose of the project, the way the project will be structured and how it will be successfully implemented.	December 1, 2015
2. <i>Project Plan</i>	The Project Plan builds on the initial project charter and comprises all those elements that are used to effectively manage the project throughout its duration	January 31, 2016
Preparation		
3. <i>Change Management Plan</i>	A Change Management Framework outlines how change will be managed through the life of the project.	November 30, 2015
4. <i>Communications &</i>	The Communications & Engagement Framework outlines how all impacted stakeholders	November 30,

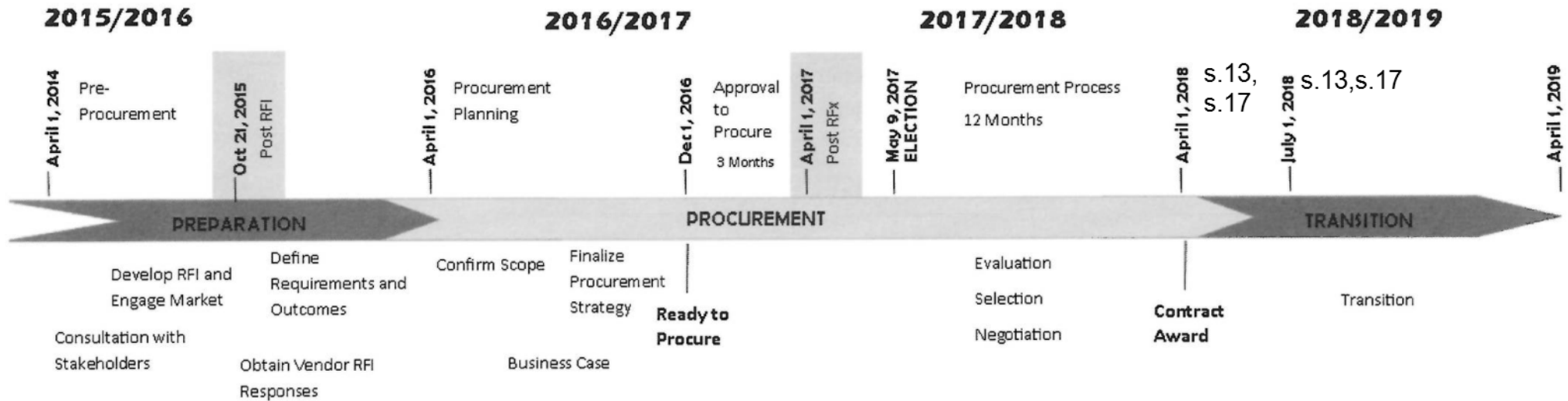
Major Deliverable	Description	Target Date
<i>Engagement Plan</i>	will be engaged throughout the project.	2015
5. <i>Market Engagement Process</i>	The market engagement process allows RPD to engage with the vendors to obtain greater understanding of current market trends and how this may inform the service delivery strategy moving forward.	March 31, 2016
6. <i>End of Term Assessment</i>	s.13,s.17	April 30, 2016
Procurement		
7. <i>Procurement Strategy</i>	s.13,s.17	
8. <i>FM Business Case</i>		
9. <i>Draft Contract</i>		
10. <i>Contract Governance Plan</i>		
11. <i>Negotiation Mandate Plan</i>		
12. <i>Updated Communications & Engagement Plan</i>		
13. <i>Updated Change Management Plan</i>		
14. <i>Facilities Management Services Requirements</i>		

Major Deliverable	Description	Target Date
	s.13,s.17	
15. Facilities Management RFx		
16. Annual Updated Termination Services Plan		
17. Facilities Management Responses Evaluation		
18. Annual Updated Termination Services Plan		
19. Negotiation Close Out Process		
20. New Facilities Management Contract		
Transition		
21. Updated Communications & Engagement Plan	The Communications and Engagement Plan will be updated to include the tactical activities developed by the PAC to support effective communications and engagement through the implementation phase.	March 31, 2020
22. Updated Change Management Plan	The Change Management Plan will be updated to include strategic and tactical change management activities developed by the PAC to support the implementation phase.	March 31, 2020
23. Transition In Plan	The Transition In Plan outlines the steps and actions that s.13,s.17 service provider(s) will	February 28, 2018

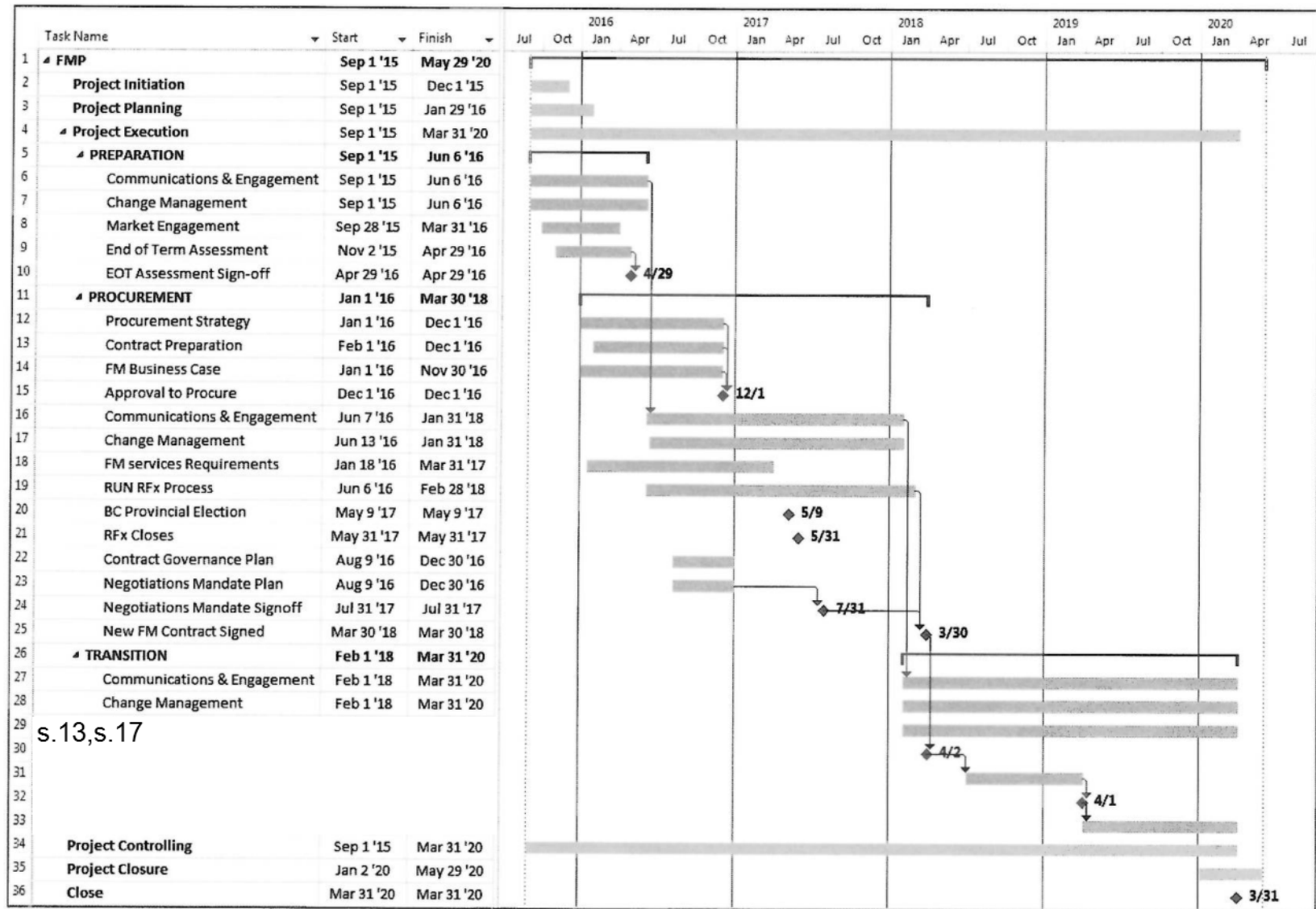
Major Deliverable	Description	Target Date
	take to integrate all the services agreed to under new contact(s).	
24. s.13,s.17		
25. <i>Fairness Advisor Report</i>	The Fairness Advisor Report summarizes the observations and findings of the advisor during the delivery of the project and procurement process.	July 1, 2018
26. <i>Project Closure Report</i>	The Project Closure Report formalizes the project closure demonstrating that project objectives and stakeholder expectations have been met and requests sign-off from the Project Sponsor to close the project.	May 31, 2020

9. TIMELINE & SCHEDULE

Facility Management Procurement - End of Contract high-level timeline:



The project's summary schedule and timeline depicting the milestones and deliverables in a Gantt chart, is shown below:



10. STAKEHOLDERS

The following provides an overview of the significant internal and external project stakeholders. A more detailed list of stakeholders and their anticipated needs and expectations can be found in the Change Management Plan in the Stakeholder Analysis Matrix document located ([insert SharePoint link](#)).

Stakeholder Group	Project Engagement	Role in Project, Including Interests, Expectations, Concerns
<i>RPD staff</i>	Involve	<ul style="list-style-type: none"> • Expect high-levels of engagement, leveraging their knowledge and expertise • Kept fully apprised of project status and information • Act as conduits to reach the stakeholders/staff in their respective Branches • Need to understand the value their Branches will receive as a result of the new contract • Need to be aware that this is not Facility Management Services Branch project, but an RPD project
<i>Client Services</i>	Involve	<ul style="list-style-type: none"> • Will be concerned about processes and how they relate to their roles and responsibilities • Is driven by client satisfaction • Will want opportunities to provide input on behalf of clients • Are the liaison between RPD and clients • Opportunity to be project change agents
<i>Office of the Chief Information Officer (OCIO)</i>	Involve	<ul style="list-style-type: none"> • Will require high levels of involvement • Will provide advice throughout duration of project
<i>Ministry Executive</i>	Consult	<ul style="list-style-type: none"> • Will expect to be informed of the status of the project including risks and opportunities • Will play a role in keeping counterparts informed • Will demonstrate leadership support of project objectives
<i>Treasury Board</i>	Inform	<ul style="list-style-type: none"> • Will need to be informed if additional funding is required
<i>Ministry clients</i>	Involve	<ul style="list-style-type: none"> • High levels of engagement expected • Wide range of needs and expectations • Will want acknowledgment of the unique nature of their facility management needs • Potential changes to service levels will be of significant importance
<i>Broader Public Sector (BPS) clients</i>	Consult	<ul style="list-style-type: none"> • Not mandated to work with RPD • Some engagement expected • Wide range of needs and expectations

Stakeholder Group	Project Engagement	Role in Project, Including Interests, Expectations, Concerns
		<ul style="list-style-type: none"> • Will want acknowledgment of the unique nature of their facility management needs • Potential changes to service levels will be of significant importance
<i>Tenants</i>	Inform	<ul style="list-style-type: none"> • Expectation to keep informed • Potential changes to service levels will be of importance • Will want seamless transition of services
<i>Potential proponents and subcontractors</i>	Involve	<ul style="list-style-type: none"> • Expectation of an open and transparent process • Will want to be kept well informed the process • Will have valuable information on industry trends and best practices

11. DEPENDENCIES

This section describes other projects or initiatives that will affect the project's deliverables or timetable. It also identifies other projects that depend on the output of this project and describes the nature of the relationship.

This project is dependent on the following:

- *[A good example of a dependency for a project would be to other related projects.]*

Projects and initiatives that depend on this project include:

- *[If the system is to support a major initiative then the initiative may be in jeopardy.]*

Success of this project is linked to the following:

- Budget Review Project
- Future decisions and strategies impacting delivery of FM and related services.

Future work dependent on the completion of this project includes:

- Continued provision of FM services to the province of BC

12. ISSUES AND CONSTRAINTS

This section describes potential issues or constraints that could have an impact on the success of the project. Known issues and constraints include:

s.13,s.17

s.13,s.17

An issues log has been established for logging and tracking current and emerging issues. The issues log can be found (insert SharePoint link).

13. ASSUMPTIONS

This section outlines the major assumptions that have been made at this stage of the project including:

1. The current project budget will continue to be available for the duration of the project
2. The time estimated for RFx response evaluations and negotiations will be sufficient to complete the activity and will be completed prior to s.13,s.17
S April 1, 2019
3. There is a reasonable number of vendors (more than 2-3) from the market place participating in the RFI and RFx processes
4. s.13,s.17
- 5.
- 6.
- 7.
8. The mandate of Shared Services BC (specifically RPD) to serve ministry clients will remain consistent
9. Shared Services BC (specifically RPD) will continue to provide services to broader public sector clients
10. s.13,s.17
- 11.

14. RESOURCES REQUIRED

14.1 Internal Resources Required

Initial estimated internal government resource requirements for this project include:

<i>Resource Role</i>	<i>Resource Name</i>	<i>Est Effort</i>
Procurement Director	Karen Liversedge	100%
Contract Administrator (Records)	TBD	50%
Business Lead	Rob Gillis	50%
Project Administrator	TBD	100%
Financial Analyst	TBD	50%

14.2 External Resources Required

Initial external resources are assumed to be contracted and temporary for the project duration.

Estimated external resource requirements include:

<i>Resource Role</i>	<i>Est Cost \$</i>
Project Manager (consultant)	\$152,000
Project Manager (SPO)	\$260,000
PSB Procurement Lead Advisor	\$142,000
PSB Procurement Support	\$84,000
Legal Internal	\$143,000
FM Outsource Market Advisor	\$152,000
Change Management Advisor	\$441,000
Comms & Engagement Facilitator	\$196,000
IT Systems Advisor (External)	\$152,000
Internal System Build (WSI/New)	\$102,000
Legal External	\$801,000
Financial Modeller	\$89,000
Negotiator	\$202,000
Business Writer	\$231,000
Fairness Advisor	\$353,000
Total	\$3,500,000

Estimated Cost is based on a 60-month project duration with % allocation at an estimated hourly rate.

14.3 Governance Structure

The following committees have been established for this project. Each committee has a Terms of Reference outlining roles, responsibilities, and membership and can be found (insert SharePoint link).

Committee	Purpose of Committee
<i>Executive Steering Committee</i>	The Executive Steering Committee is responsible for providing overall direction and key decision-making for the FM Procurement.
<i>Senior Advisory Committee</i>	In its advisory capacity, the Senior Advisory Committee will review information, and provide feedback and input that will contribute to the development of recommendations put forward to the Executive Steering Committee related to RPD's procurement processes and the outcomes related to the procurement of Facility Management Services.
<i>Project Advisory Committee</i>	The Project Advisory Committee is responsible for providing input and feedback into the project activities, and supporting effective communication & engagement and change management with their respective areas.
<i>Project Portfolio Teams</i>	Project Portfolio teams will provide information and insight into FM Procurement activities from their respective areas, defining their specific needs and expectations of the facility management services.
<i>Core Project Team</i>	The Core Project team is responsible for the overall management of the Facility Management Procurement Project, including project management, budget and development of all key deliverables.

15. BUDGET

This section summarizes the project's approved high-level budget estimates. This is only a preliminary estimate and a more detailed project detailed budget will be prepared during the detailed Project Plan (insert SharePoint link).

2015/2016 Budget Summary

as at: 30-Sep-15

Major Task/Deliverable	Approved Budget	Actual	Est to Complete	Total	Variance	% Comp
Consultants	s.13,s.17					
Expenses and Contingency						
2015/2016 Fiscal TOTAL						

Multi-Fiscal Year Project Budget

PROJECT TOTAL	s.13,s.17
----------------------	-----------

16. RISK ASSESSMENT

A risk registry has been established for identifying, prioritizing, monitoring and managing project risks. The risk registry will be updated throughout the life of the project can be found at (insert SharePoint link).

17. CRITICAL SUCCESS FACTORS

This section defines the factors that are critical to the success of the project and criteria for completion of the project.

17.1 Critical Success Factors

The Critical Success Factors for this project are:

- Continued executive and management support for the project
- Agreement with project sponsors, executives , management, and other stakeholders on the purpose, goals and objectives of the project
- Clearly defined plans with assigned responsibilities, accountabilities, timelines and dependencies
- Effective management of the project scope, limited scope creep and related changes to the project constraints
- Constant, effective stakeholder communications
- Adequate funding – allocation aligns with needs of the future model
- Timely business decisions
- A fair, open and transparent procurement process
- Continued engagement of key stakeholders throughout the process
- Continued alignment with guiding principles

17.2 Completion Criteria

The project will be deemed complete when:

- All the stated objectives have been met
- All tasks in the project work plan have been completed
- All project documents and files are complete and signed off by the project sponsor
- All milestones and deliverables completed
- All project issues have been addressed or re-assigned
- All project staff and physical resource release activities have been completed
- All project-related contract finalization activities have been completed
- The high-priority negotiation mandate outcomes have been achieved
- The internal project evaluation has been completed and documented
- A post implementation review has been scheduled
- The predetermined project resource signs off all project completion criteria as completed

18. REVIEWS AND DOCUMENT CONTROL**Document Control**

<i>Date</i>	<i>Version</i>	<i>Change Reference</i>	<i>Reviewed by</i>
October 1, 2015	V0.1	1 st Draft	Core Project Team
October 13, 2015	V0.2	2 nd Draft	Core Project Team
November 2, 2015	V0.3	3 rd Draft	Core Project Team
November 24, 2015	V0.4	4 th Draft	Core Project Team

19. APPROVALS

This document has been approved and accepted by the following signatures:

Signature**Date**

Sarf Ahmed
Associate Deputy Minister, MTICS
Project Sponsor

Brian Fellows
Assistant Deputy Minister, RPD
Chair, Senior Advisory Committee

Pat Marsh
Executive Director, FMSB
Executive Sponsor

Karen Liversedge
Project Lead

APPENDIX A: GLOSSARY OF TERMS

Term	Definition
AI	Alberta Infrastructure
BCEHS	BC Emergency Health Services
BPS	Broader Public Sector
EOI	Expression of Interest
EOT	End of Term
ESC	Executive Steering Committee
JAG	Ministry of Justice & Attorney General
FLNRO	Ministry of Forests, Lands and Natural Resource Operations
FM	Facility Management
FMPP	Facility Management Procurement Project
FMS	Facility Management Services
FMU	Facility Management Unit
HUB	The Procurement HUB
MCFD	Ministry of Children and Family Development
MIAB	Meeting in a Box (description?)
MSA	Master Standing Agreement
MTICS	Ministry of Technology, Innovation and Citizens' Services
OCIO	Office of Chief Information Officer
OI	Ontario Infrastructure
O&M	Operations & Maintenance
PAC	Project Advisory Committee
PWGSC	Public Works Government Services Canada
RFI	Request for Information
RFP	Request for Proposal
RFx	Request for "type of response" or place holder for procurement vehicle as yet undetermined
RPD	Real Property Division
SAC	Senior Advisory Committee
SEA	Stakeholder Engagement Activity
SPO	Strategic Partnerships Office
TSP	Termination Services Plan
WSI	Workplace Services Inc

APPENDIX B: LINKS

Relevant Real Property Division Strategies and Policies are:

- Ministry Service Plan 2015/16 – 2017/18
http://www.bcbudget.gov.bc.ca/2015/sp/pdf/ministry/mtics.pdf?WT.mc=PB_service_plan_2015
- Real Property 2014/15 Business Plan
s.15
- Real Estate Strategy – in development
- Environmental Stewardship Policy s.15
- Environmental Management System
s.15
- RPD Technology and Innovation Strategy
s.15

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Thursday, December 3, 2015 5:00 PM
To: Kapoor, Bobby MTIC:EX; Macauley, George JAG:EX
Subject: FW: FOR YOUR RECORDS: Confidentiality Doc (Signed)
Attachments: FELLOWS_CONFIDENTIALITY_CHECKLIST_SIGNED20151203.pdf

Here's Brian's checklist. I'll put it on Livelink with the others when I get a chance.

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

From: Karras, Savannah MTIC:EX
Sent: Thursday, December 3, 2015 3:07 PM
To: Liversedge, Karen P MTIC:EX
Subject: FOR YOUR RECORDS: Confidentiality Doc (Signed)

I have the hard copy here for you the next time you're up. Just got to this now. ☺

From: SAKARRAS [<mailto:Savannah.Karras@gov.bc.ca>]
Sent: Thursday, December 3, 2015 3:05 PM
To: Karras, Savannah MTIC:EX
Subject: Scan From MPS1268

Confidentiality and Conflict of Interest Checklist

In order to participate or otherwise receive information regarding this Project you are required to sign a CONFIDENTIALITY and CONFLICT OF INTEREST ACKNOWLEDGEMENT/ AGREEMENT FORM and to disclose any conflict(s) you may have. If you are in a conflict of interest, which may be real or perceived, you may not be able to work on this Project or your participation may be limited.

The Province takes conflict of interest very seriously as the consequences may have both professional and personal ramifications.

The following is a non-exhaustive checklist to help you identify possible situations that could be considered a conflict of interest. Please take the time to go through the checklist and if you have any questions or concerns please contact the Project representative (Diane Francis) for the Project at: Diane.Francis@gov.bc.ca.

The Project will result in procurement(s) that may involve different vendors competing for a contract. Some of these prospective vendors may be known at this point, whereas others may show up later during the process. In this document these prospective vendors are referred to as Potential Contractors and include any subcontractors. A Potential Contractor can be any vendor that provides goods or services as a prime contractor or major subcontractor in the Project subject matter space.

Question:

	Yes	No
1. Do you have a financial interest in any Potential Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Are you or any affiliates of yours performing any activity, paid or unpaid, with a Potential Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Do you have any family members or close friends that work for a Potential Contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Do you meet with any individual who works for a Potential Contractor on a regular basis for reasons other than work?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Have you worked for any Potential Contractor in the last 18 months?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Would you, your family, or close friend benefit directly or indirectly, if any Potential Contractor wins a contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Are there any other situations, relations, etc. that makes you feel that you may be in a conflict?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you answered YES or if you have any doubts as to how you should answer, or if you otherwise feel you may be in a conflict of interest, then please contact the Karen Liversedge at: Karen.Liversedge@gov.bc.ca.

If you answered NO to all of the questions, then please sign the forms and return a scanned copy to the Project Representative (Diane.Francis@gov.bc.ca)

The Project office deems all individuals who have signed the forms to have (i) read and stated NO to all questions on this checklist; or (ii) have otherwise been deemed clear of a declared conflict of interest.

Potential Contractors as of September 2015

1. Brookfield GIS – Workplace Solutions Inc
2. Company 2
3. Etc.

Brian Fellows



Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Monday, December 7, 2015 10:48 AM
To: Beach, Morgan MTIC:EX; Cooper, Jae MTIC:EX; Gillis, Robert MTIC:EX; Haines, Geoff B MTIC:EX; Kapoor, Bobby MTIC:EX; Knox, Dave MTIC:EX; Makar, Lisa MTIC:EX; Marsh, Patricia A MTIC:EX; Macauley, George JAG:EX
Cc: Harvey, Caylla MTIC:EX
Subject: RE: milestone celebration

Sorry folks – I forgot to bring this up at the meeting this morning. The underwhelming majority vote was for Monday the 21st – so I'll arrange a place for gathering after work on that day for those able to attend.

Unless anyone sends me any screaming objections in the next hours or so. . .

I'm sorry as I know a number of you were going to be away for all the choices. We'll make sure the next milestone is celebrated with you!

s.22

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

From: Liversedge, Karen P MTIC:EX
Sent: Tuesday, December 1, 2015 11:15 AM
To: Beach, Morgan MTIC:EX; Cooper, Jae MTIC:EX; Gillis, Robert MTIC:EX; Haines, Geoff B MTIC:EX; Kapoor, Bobby MTIC:EX; Knox, Dave MTIC:EX; Liversedge, Karen P MTIC:EX; Makar, Lisa MTIC:EX; Marsh, Patricia A MTIC:EX; Macauley, George JAG:EX
Subject: milestone celebration
Importance: High

After we finish the final vendor presentation on Dec 17th, we are going to deserve a celebration. It's also about time to gather the group for a bit of pre-holiday cheer. With a group of this size, it's going to be tricky, and we're all busy. Here are some options – please click on the voting buttons to let me know which works best for you.

Let's get together for a drink (possibly more) at the 5th St. Bar and Grill.

Options:

1. Thursday the 17th at 5 (I will have to leave by 6)
2. Friday the 18th at 5
3. Monday the 21st at 5
4. I would like to suggest another time or place
5. I would prefer not to participate

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

Harvey, Caylla MTIC:EX

From: Macauley, George JAG:EX
Sent: Friday, December 11, 2015 11:27 AM
To: Liversedge, Karen P MTIC:EX
Cc: Knox, Dave MTIC:EX
Subject: Conflict of Interest Notes

Karen:

I have notes following my meeting today with Brian Fellows. Is there a confidential location in your system where we can put such notes so that they can be accessed in the future if we need to refer to them but are not generally accessible to staff. Please let me know if there is and I will forward a copy of my notes for you to read and deposit into that location.

BTW, our discussion raised no adverse issues as you will read in my notes.

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Friday, December 11, 2015 11:52 AM
To: Macauley, George JAG:EX
Subject: RE: Conflict of Interest Notes

Thanks George. I appreciate the overview, and based on that, could I ask you to hold your notes for a week or three until Caylla has been able to set up our livelink for records management?

I'll make a follow up so we don't forget.

Karen Liversedge
Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

-----Original Message-----

From: Macauley, George JAG:EX
Sent: Friday, December 11, 2015 11:27 AM
To: Liversedge, Karen P MTIC:EX
Cc: Knox, Dave MTIC:EX
Subject: Conflict of Interest Notes

Karen:

I have notes following my meeting today with Brian Fellows. Is there a confidential location in your system where we can put such notes so that they can be accessed in the future if we need to refer to them but are not generally accessible to staff. Please let me know if there is and I will forward a copy of my notes for you to read and deposit into that location.

BTW, our discussion raised no adverse issues as you will read in my notes.

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

-----Original Message-----

From: Knox, Dave MTIC:EX

Sent: Friday, December 11, 2015 4:32 PM

To: Macauley, George JAG:EX; Liversedge, Karen P MTIC:EX

Subject: Re: Conflict of Interest Notes

Hi George,

What is the status of the announcement communique to be distributed?

Thanks,

Dave Knox

Project Manager

Facility Management Procurement Project

250.888-8735

From: Macauley, George JAG:EX

Sent: December-11-15 11:26 AM

To: Liversedge, Karen P MTIC:EX

Cc: Knox, Dave MTIC:EX

Subject: Conflict of Interest Notes

Karen:

I have notes following my meeting today with Brian Fellows. Is there a confidential location in your system where we can put such notes so that they can be accessed in the future if we need to refer to them but are not generally accessible to staff. Please let me know if there is and I will forward a copy of my notes for you to read and deposit into that location.

BTW, our discussion raised no adverse issues as you will read in my notes.

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Monday, December 14, 2015 9:14 AM
To: Macauley, George JAG:EX; Kapoor, Bobby MTIC:EX; Knox, Dave MTIC:EX
Cc: XT:Makar, Lisa FIN:IN; Harvey, Caylla MTIC:EX
Subject: wording for notice to vendors re potential perceived conflict of interest

Please see below the wording that Pat, Richard and Sarf have approved for release. Brian has also reviewed the wording.

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

The Province recently hired Brian Fellows, ^{s.22} as Assistant Deputy Minister, Real Property Division, Shared Services BC, Ministry of Technology, Innovation and Citizens' Services. In this position, Mr. Fellows has accountability for the delivery of operations and maintenance and project services to provincial facilities and, in that capacity, accountability for the service provider contracted with the Province to deliver these services.

The Province is confident this appointment will support the effectiveness and integrity of the facility management services procurement. Additional assurance is provided by the following features of the provincial system.

1. A robust procurement process, some components of which are:
 - Strategic advisors from the Province's Procurement Services Branch are heavily engaged to ensure a fair, open and transparent process commensurate with a procurement of this magnitude
 - Project governance, including all material decision making, is through a cross government steering committee of assistant deputy ministers
 - All project participants, Mr. Fellows included, have signed non-disclosure agreements
 - A fairness advisor will monitor the procurement, and a Facility Management Industry advisor will advise on best/current practice
 - Transparent engagement and communication plans include all stakeholders in every step of the process
2. The position of Assistant Deputy Minister is an Order in Council appointment and the hiring process for these positions is accordingly meticulous. This opportunity Province's was posted nationally. Mr. Fellows participated in a rigorous series of interviews and was subject to equally rigorous reference checking. Prior to confirming Mr. Fellows in the position, approval was required from the Deputy Minister to the Premier and Head of the BC Public Service, Mr. John Dyble.

3. Once an employee of the Province Mr. Fellows took the provincial Oath of Employment, thereby promising:

- To be loyal to the government as his employer
- To give service to the government of the day
- To perform his work duties in a way that will not bring the public service into disrepute
- To respect confidential information that he receives through his employment
- To faithfully abide by the Standards of Conduct for Public Service Employees

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Wednesday, December 23, 2015 11:12 AM
To: Macauley, George JAG:EX
Subject: quick question

Sorry to bug you while you're on holidays George. Perfectly OK to wait and answer this closer to Jan 4th.

Re the conflict of interest forms, I had said no to all the checklist questions, but I've realized that I should have said yes to this:

Are you or any affiliates of yours performing any activity, paid or unpaid, with a Potential Contractor?

Everyone in RPD can say yes, because we're working with WSI on the current contract. Should I have said yes?

What made me think of this was Louise. I finally got her checklist, where she said no to all. I think she definitely is working (on behalf of the buyer, not the vendor) with many potential contractors. Should she be saying yes? I chatted with her, and she's going to resend one with a yes answer, and also a note explaining the relationships. Sound good?

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

Harvey, Caylla MTIC:EX

From: Macauley, George JAG:EX
Sent: Monday, January 4, 2016 7:51 AM
To: Liversedge, Karen P MTIC:EX
Subject: RE: quick question

Karen:

Sorry for the delay. I started answering while away, but delayed until I returned.

The issue really comes down to what the drafters of the question were intending to capture within the activity. When I read this question I would normally think that it is intending to ask about situations where you are working for the Potential Contractor whether paid or unpaid. I think that the "paid or unpaid" phrase is designed to cover unpaid internship or volunteer positions.

I think that the "with" word (rather than "for") was likely intended to have similar effect and is not intended to capture situations where you work "across the table" from a Potential Contractor but you work cooperatively (or in some cases direct activity) with the Potential Contractor due to your shared interests in meeting the objectives of client tenants and RPD.

I agree that that the "with" word adds an element of ambiguity which was likely not intended but could arguably encompass the "shared interest" situation. To be absolutely safe, you should respond Yes and outline the nature of the work, but I do not think that you would be "wrong" for indicating No as the activity is clearly within the responsibility of your job and your employer would clearly know that you have working relationships with those with which you are managing results on behalf of government.

We can discuss further.

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Liversedge, Karen P MTIC:EX
Sent: Wednesday, December 23, 2015 11:11 AM
To: Macauley, George JAG:EX
Subject: quick question

Sorry to bug you while you're on holidays George. Perfectly OK to wait and answer this closer to Jan 4th.

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Are you or any affiliates of yours performing any activity, paid or unpaid, with a Potential Contractor?

Everyone in RPD can say yes, because we're working with WSI on the current contract. Should I have said yes?

What made me think of this was Louise. I finally got her checklist, where she said no to all. I think she definitely is working (on behalf of the buyer, not the vendor) with many potential contractors. Should she be saying yes? I chatted with her, and she's going to resend one with a yes answer, and also a note explaining the relationships. Sound good?

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services

E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone: 250-952-8867 Cell: 250-480-9148

Email: Karen.Liversedge@gov.bc.ca<mailto:Karen.Liversedge@gov.bc.ca>

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Monday, January 4, 2016 8:57 AM
To: Macauley, George JAG:EX
Subject: FW: COI Document

George, further to your last note, here's Louise's response on "working with" potential respondents. Let's chat later today.

Karen Liversedge

Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8
Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1
Office Phone: 250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

From: Louise Panneton [<mailto:Louise.Panneton@p1-consulting.com>]
Sent: Monday, January 4, 2016 4:12 AM
To: Liversedge, Karen P MTIC:EX; Knox, Dave MTIC:EX
Cc: Donna Smith
Subject: RE: COI Document

Karen/Dave:

As discussed with Karen before Christmas. I would like to clarify that we are working on a number of assignments for clients who are dealing with the service providers that are listed. As discussed, we do not work for service providers, we are only on the client-side but it does mean that we are interacting with the service providers on behalf of the clients.

We are also working with s.21 on a mandate for s.21 . There are a subcontractor to us and we are representing s.21

Would you like us to re-submit the forms and include the statements above.

Louise

P3 Advisors Inc.

86 CentrepoinTE Drive
Ottawa ON K2G 6B1

☎ 613-292-6262 (cell.)

☎ 613-723-9720

✉ louise.panneton@p3advisors.ca

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From: Louise Panneton
Sent: December-23-15 12:22 PM
To: Liversedge, Karen (SSBC) <Karen.Liversedge@gov.bc.ca>; Knox, Dave (SSBC) <Dave.Knox@gov.bc.ca>
Cc: Donna Lee Smith (P1 Consulting) <donna.smith@p1-consulting.com>
Subject: COI Document

Karen/Dave:

I believe that you might have be waiting for this to send us the MSA that is not redacted.

We are undertaking to contract comparison using the redacted version but it would be helpful to have the full version that is not redacted.

Louise
P1 Consulting Inc.
86 CentrepoinTE Drive
Ottawa ON K2G 6B1
☎ 613-292-6262 (cell.)
☎ 613-723-9720
✉ louise.panneton@p1-consulting.com

This message (and any associated files) is intended only for the use of the named party and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Please don't print this e-mail unless you really need to

Harvey, Caylla MTIC:EX

From: Macauley, George JAG:EX
Sent: Tuesday, January 5, 2016 2:22 PM
To: Knox, Dave MTIC:EX; Liversedge, Karen P MTIC:EX
Subject: RE: FMP COI Process

Dave:

Looks like it captures what we discussed and agreed. Karen?

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Knox, Dave MTIC:EX
Sent: Tuesday, January 05, 2016 2:15 PM
To: Liversedge, Karen P MTIC:EX
Cc: Macauley, George JAG:EX
Subject: Re: FMP COI Process

Please find attached the updated process.
Can we finalize and distribute to the team and SharePoint?

Thanks,
Dave Knox
Project Manager
Facility Management Procurement Project
250.888-8735

From: Liversedge, Karen P MTIC:EX
Sent: January-04-16 5:16 PM
To: Knox, Dave MTIC:EX
Subject: RE: FMP COI Process

Looks great Dave.

There's a no in the project admin lane that shouldn't be there (should be just a line with no "no")

Also, rather than Pat and Brian, could you please put ED and SAC Member?

Karen Liversedge
Project Director, Facilities Management Services
Ministry of Technology, Innovation and Citizens' Services

E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

-----Original Message-----

From: Knox, Dave MTIC:EX
Sent: Monday, January 4, 2016 5:02 PM
To: Macauley, George JAG:EX; Liversedge, Karen P MTIC:EX
Subject: Re: FMP COI Process

Please find amended COI process based on your comments.

Thanks,
Dave Knox
Project Manager
Facility Management Procurement Project
250.888-8735

From: Macauley, George JAG:EX
Sent: January-04-16 4:23 PM
To: Knox, Dave MTIC:EX; Liversedge, Karen P MTIC:EX
Subject: RE: FMP COI Process

Dave:

I think that under the Fairness Advisor:

- (1) The first decision box should read "Potential COI" rather than "Perceived COI".
- (2) Second process box should read "clarify and document potential COI" rather than "clarify or document perceived COI".
- (3) The second decision box should read "Potential COI clarified and documented" and then the line should go to Project Team (& Pat) in all cases (this includes all situations where a potential COI is indicated on the face of the COI reporting form) - I am not supposed to be adjudicating on whether there is a COI but will forward results of my interview to Project Team (& Pat).

Please give me a call if you would like to discuss further particularly if your understanding of this morning's resolution is different from what I have suggested.

Under Project Team (& Pat) and SAC, the first decision box should read "Potential COI" rather than "Perceived COI".

Your process map works well. Thanks, Dave.

George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Knox, Dave MTIC:EX
Sent: Monday, January 04, 2016 3:32 PM
To: Liversedge, Karen P MTIC:EX; Macauley, George JAG:EX
Subject: FMP COI Process

Please see attached file and give me your comments or edits.

Thanks,

Dave Knox

Project Manager

Facility Management Procurement Project

250.888-8735

Harvey, Caylla MTIC:EX

From: Macauley, George JAG:EX
Sent: Wednesday, January 6, 2016 11:33 AM
To: Liversedge, Karen P MTIC:EX
Cc: Knox, Dave MTIC:EX
Subject: Invoice for Macauley & Associates Consulting - December 2015
Attachments: Inv_MTIC_Macauley_C16RPD34369_101_2015_Nov_Dec.pdf

Karen:

I have attached my first invoice under the contract that has now been fully executed. This invoice covers hours worked from November 12 (contract start) to December 31.

Thank you for taking care of this.

Hours and descriptions are provided for Dave's reporting purposes as well.

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

Macauley & Associates Consulting Inc.
742 Hampshire Road
Victoria, B.C. V8S 4S4
Phone (250) 812-8148

INVOICE FOR SERVICES

Facilities Management Services Branch
Real Property Division
Ministry of Technology, Innovation & Citizens' Services
E242 – 4000 Seymour Place
PO Box 9412 STN PROV GOV
Victoria, BC V8W 9V1

Attention: Karen Liversedge

January 6, 2016
Contract # C16RPD34369
Invoice No. RPD16/101

FOR SERVICES RENDERED

Pursuant to service agreement dated for reference November 12, 2015 between Real Property Division (Ministry of Technology, Innovation & Citizens' Services) and Macauley & Associates Consulting Inc. The amount billed for the period from November 12 to December 31, 2015 under this contract is \$7,800 representing 52 hours billed at the rate of \$150 per hour. The hours worked are outlined on the attached schedule.

	\$ 7,800.00
GST Registration #866403637 RT0001 (5%) –	<u>390.00</u>
	\$ 8,190.00

Macauley & Associates Consulting Inc.



By: **George Macauley**
Director

Schedule A
Hours Worked by George Macauley
From November 12, 2015 to December 31, 2015

Day			Hours Worked	Description
Friday	Nov	13	2	Review project materials
Monday	Nov	16	3	Project Team Meeting; review project materials
Tuesday	Nov	17	2	Review project materials
Thursday	Nov	19	2	Presentation preparation meeting; materials
Monday	Nov	23	1	Project Team Meeting
Wednesday	Nov	25	2	Presentation preparation; security
Friday	Nov	27	3	RFI presentation #1
Monday	Nov	30	1	Project Team Meeting; review session notes
			16	
Tuesday	Dec	1	1	Issues
Wednesday	Dec	2	3	RFI Presentation #2
Thursday	Dec	3	4	Meeting; RFI Presentation #3
Friday	Dec	4	6	RFI Presentations #4 and #5
Monday	Dec	7	6	Project Team Meeting; RFI Presentations #6 and #7
Tuesday	Dec	8	6	RFI Presentations #8 and #9
Wednesday	Dec	9	1	Meeting
Friday	Dec	11	2	COI interview; write-up
Monday	Dec	14	1	COI write-up; Project Team Meeting
Tuesday	Dec	15	1	Review circulated materials; notice to vendors
Thursday	Dec	17	5	RFI Presentations #10 and #11
			36	
			52	

Harvey, Caylla MTIC:EX

From: Macauley, George JAG:EX
Sent: Thursday, January 7, 2016 1:47 PM
To: Liversedge, Karen P MTIC:EX
Subject: Notes from meeting with Brian Fellows
Attachments: COI - 2015-DEC-11 - Notes of Meeting with Brian Fellows - Jan 04.pdf; COI - 2015-DEC-11 - Notes of Meeting with Brian Fellows - Jan 04.docx

Karen:

I just realized that I had actually not yet sent you my revised notes from meeting with Brian. Please let me know if you have any comments.

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

Interview with Brian Fellows - 8:00 am December 11, 2015

Brian Fellows has been in the position of Assistant Deputy Minister, Real Property Division of the Ministry of Technology, Innovation and Citizens' Services since mid-September 2015. Brian submitted a conflict of interest (COI) checklist (scanned image attached) in relation to the planning and procurement of facility management services currently being delivered by WSI (Brookfield Global Integrated Solutions (Brookfield GIS)). In the COI checklist, Brian indicated that he:

- has family members or close friends that work for a Potential Contractor;
- has met with any individual who works for a Potential Contractor on a regular basis other than work; and
- has worked for any Potential Contractor in the last 18 months.

We met at 8:00 am December 11, 2015 to discuss the facts underlying his responses.

- (1) Brian confirmed that he does not have any family members that work for a Potential Contractor.
- (2) Brian had previously worked as COO for Brookfield GIS, working out of their Toronto office. He indicated that there were a number of people with that organization that he considered to be close friends. Having worked in the industry with considerable corporate restructurings and personnel changes, he also identified other organizations with employees that he considered to be close friends. The individuals that we discussed include:

s.22

There are individuals with other organizations that Brian indicated were business contacts but would not likely fall within the concept of close friends.

- (3) Brian indicated that he had and would likely continue to meet with such individuals from time to time for non-business (social) reasons.
- (4) Brian demonstrated understanding and sensitivity to real and perceived conflict of interest situations and indicated that he would exercise particular caution with his social connections during upcoming procurement activities.

In my interactions with Brian, I have been impressed with his candour, professionalism and thoughtfulness.

George Macauley
January 04, 2015

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George Macauley
January 04, 2015

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Thursday, January 7, 2016 5:09 PM
To: Macauley, George JAG:EX
Subject: RE: Notes from meeting with Brian Fellows

Thank George. Next step as we follow the process will be to discuss with the project team. I propose we do this at Monday's meeting, with you there to answer any further questions we might have,(but not to make final decisions on recommendations).

Karen Liversedge
Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

-----Original Message-----

From: Macauley, George JAG:EX
Sent: Thursday, January 7, 2016 1:47 PM
To: Liversedge, Karen P MTIC:EX
Subject: Notes from meeting with Brian Fellows

Karen:

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Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

Harvey, Caylla MTIC:EX

From: Macauley, George JAG:EX
Sent: Thursday, January 7, 2016 10:11 PM
To: Liversedge, Karen P MTIC:EX
Subject: RE: Notes from meeting with Brian Fellows

Karen:

Agreed. That sounds like a good plan.

Thanks,
George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

From: Liversedge, Karen P MTIC:EX
Sent: Thursday, January 07, 2016 5:08 PM
To: Macauley, George JAG:EX
Subject: RE: Notes from meeting with Brian Fellows

Thank George. Next step as we follow the process will be to discuss with the project team. I propose we do this at Monday's meeting, with you there to answer any further questions we might have,(but not to make final decisions on recommendations).

Karen Liversedge
Project Director, Facilities Management Services
Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

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From: Macauley, George JAG:EX
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Subject: Notes from meeting with Brian Fellows

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George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

Harvey, Caylla MTIC:EX

From: Liversedge, Karen P MTIC:EX
Sent: Monday, January 11, 2016 11:10 AM
To: Macauley, George JAG:EX
Subject: FW: Notes from meeting with Brian Fellows
Attachments: COI - 2015-DEC-11 - Notes of Meeting with Brian Fellows - Jan 04.pdf; COI - 2015-DEC-11 - Notes of Meeting with Brian Fellows - Jan 04.docx

Karen Liversedge
Project Director, Facilities Management Services

Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

-----Original Message-----

From: Liversedge, Karen P MTIC:EX
Sent: Thursday, January 7, 2016 5:29 PM
To: Beach, Morgan MTIC:EX; Cooper, Jae MTIC:EX; Gillis, Robert MTIC:EX; Haines, Geoff B MTIC:EX; Harvey, Caylla MTIC:EX; Kapoor, Bobby MTIC:EX; Knox, Dave MTIC:EX; Liversedge, Karen P MTIC:EX; Makar, Lisa MTIC:EX
Cc: Marsh, Patricia A MTIC:EX
Subject: FW: Notes from meeting with Brian Fellows

Project Team, in accordance with the COI process, the next step is for us to review George's meeting notes and develop some recommendations to present (in this case) to Pat then Sarf. I propose we have this conversation at the end of Monday's team meeting.

If Pat can't attend, I'll take our recommendations to her.

As a starting point, here are suggestions from Legal:

s.14

Karen Liversedge
Project Director, Facilities Management Services _____
Ministry of Technology, Innovation and Citizens' Services
E242 - 4000 Seymour Place, Victoria BC V8X 4S8 Mailing Address: PO BOX 9412 Stn Prov Govt V8W 9V1 Office Phone:
250-952-8867 Cell: 250-480-9148
Email: Karen.Liversedge@gov.bc.ca

-----Original Message-----

From: Macauley, George JAG:EX
Sent: Thursday, January 7, 2016 1:47 PM
To: Liversedge, Karen P MTIC:EX
Subject: Notes from meeting with Brian Fellows

Karen:

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George

George Macauley
Alternative email: office@macauley.ca
(250) 812-8148

Interview with Brian Fellows - 8:00 am December 11, 2015

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- has family members or close friends that work for a Potential Contractor;
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- has worked for any Potential Contractor in the last 18 months.

We met at 8:00 am December 11, 2015 to discuss the facts underlying his responses.

- (1) Brian confirmed that he does not have any family members that work for a Potential Contractor.
- (2) Brian had previously worked as COO for Brookfield GIS, working out of their Toronto office. He indicated that there were a number of people with that organization that he considered to be close friends. Having worked in the industry with considerable corporate restructurings and personnel changes, he also identified other organizations with employees that he considered to be close friends. The individuals that we discussed include:

s.22

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George Macauley
January 04, 2015

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- (1) Brian confirmed that he does not have any family members that work for a Potential Contractor.
- (2) Brian had previously worked as COO for Brookfield GIS, working out of their Toronto office. He indicated that there were a number of people with that organization that he considered to be close friends. Having worked in the industry with considerable corporate restructurings and personnel changes, he also identified other organizations with employees that he considered to be close friends. The individuals that we discussed include:

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There are individuals with other organizations that Brian indicated were business contacts but would not likely fall within the concept of close friends.

- (3) Brian indicated that he had and would likely continue to meet with such individuals from time to time for non-business (social) reasons.
- (4) Brian demonstrated understanding and sensitivity to real and perceived conflict of interest situations and indicated that he would exercise particular caution with his social connections during upcoming procurement activities.

In my interactions with Brian, I have been impressed with his candour, professionalism and thoughtfulness.

George Macauley
January 04, 2015

