

# HOTEL SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: \_\_\_\_\_  
Requisition No.: \_\_\_\_\_  
Solicitation No.(if applicable): \_\_\_\_\_  
Commodity Code: \_\_\_\_\_

### **Contractor Information**

Supplier Name: Richmond Inn Investment Ltd. d/b/a  
Sheraton Vancouver Airport  
Hotel \_\_\_\_\_  
Supplier No.: \_\_\_\_\_  
Telephone No.: 604-273-7878 \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Website: Www.marriott.com/yvrvs \_\_\_\_\_

### **Financial Information**

Client: 010 \_\_\_\_\_  
Responsibility Centre: 15K55 \_\_\_\_\_  
Service Line: 12200 \_\_\_\_\_  
STOB: 6001 \_\_\_\_\_  
Project: 150X001 \_\_\_\_\_

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## TABLE OF CONTENTS

No.	Heading	Page
1.	<b>Definitions</b> .....	1
	1.1 General.....	1
	1.2 Meaning of "record" .....	2
2.	<b>Services</b> .....	2
	2.1 Provision of services .....	2
	2.2 Term .....	2
	2.3 Supply of various items.....	2
	2.4 Standard of care.....	2
	2.5 Standards in relation to persons performing Services .....	2
	2.6 Instructions by Province.....	2
	2.7 Confirmation of non-written instructions.....	2
	2.8 Effectiveness of non-written instructions .....	2
	2.9 Applicable laws .....	2
3.	<b>Payment</b> .....	3
	3.1 Fees and expenses .....	3
	3.2 Statements of accounts .....	3
	3.3 Withholding of amounts .....	3
	3.4 Appropriation.....	3
	3.5 Currency .....	3
	3.6 Non-resident income tax .....	3
	3.7 Prohibition against committing money.....	3
	3.8 Refunds of taxes.....	4
4.	<b>Representations and Warranties</b> .....	4
5.	<b>Privacy, Security and Confidentiality</b> .....	4
	5.1 Privacy .....	4
	5.2 Security .....	4
	5.3 Confidentiality .....	4
	5.4 Public announcements.....	5
	5.5 Restrictions on promotion.....	5
6.	<b>Material and Intellectual Property</b> .....	5
	6.1 Access to Material .....	5
	6.2 Ownership and delivery of Material .....	5
	6.3 Matters respecting intellectual property .....	5
	6.4 Rights relating to Incorporated Material.....	5
7.	<b>Records and Reports</b> .....	6
	7.1 Work reporting .....	6
	7.2 Time and expense records.....	6
8.	<b>Audit</b> .....	6

9.	<b>Indemnity and Insurance</b> .....	6
	9.1 Indemnity .....	6
	9.2 Insurance .....	6
	9.3 Workers compensation .....	6
	9.4 Personal optional protection.....	6
	9.5 Evidence of coverage .....	7
10.	<b>Force Majeure</b> .....	7
	10.1 Definitions relating to force majeure .....	7
	10.2 Consequence of Event of Force Majeure .....	7
	10.3 Duties of Affected Party .....	7
11.	<b>Default and Termination</b> .....	7
	11.1 Definitions relating to default and termination .....	7
	11.2 Province's options on default .....	8
	11.3 Delay not a waiver .....	8
	11.4 Province's right to terminate other than for default.....	8
	11.5 Payment consequences of termination .....	8
	11.6 Discharge of liability .....	8
	11.7 Notice in relation to Events of Default .....	9
12.	<b>Dispute Resolution</b> .....	9
	12.1 Dispute resolution process.....	9
	12.2 Location of arbitration or mediation.....	9
	12.3 Costs of mediation or arbitration .....	9
13.	<b>Miscellaneous</b> .....	9
	13.1 Delivery of notices.....	9
	13.2 Change of address or fax number .....	10
	13.3 Assignment .....	10
	13.4 Subcontracting .....	10
	13.5 Waiver .....	10
	13.6 Modifications .....	10
	13.7 Entire agreement .....	10
	13.8 Survival of certain provisions.....	10
	13.9 Schedules .....	10
	13.10 Independent contractor .....	11
	13.11 Personnel not to be employees of Province .....	11
	13.12 Key Personnel .....	11
	13.13 Pertinent Information .....	11
	13.14 Conflict of interest .....	11
	13.15 Time.....	11
	13.16 Conflicts among provisions .....	11
	13.17 Agreement not permit nor fetter .....	11
	13.18 Remainder not affected by invalidity .....	12
	13.19 Further assurances .....	12
	13.20 Additional terms .....	12
	13.21 Tax Verification .....	12
	13.22 Governing law .....	12
14.	<b>Interpretation</b> .....	12
15.	<b>Execution and Delivery of Agreement</b> .....	12

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

SCHEDULE H – TAX VERIFICATION



THIS AGREEMENT is dated for reference the 8\_day of April 2020.

BETWEEN:

Richmond Inn Investment Ltd. d/b/a Sheraton Vancouver Airport Hotel  
7551 Westminster Hwy  
Richmond BC V6X 1A3  
Phone: 604-273-7878  
Fax: 604-278-0188  
[www.marriott.com/yvrvs](http://www.marriott.com/yvrvs)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by  
by the Minister of Public Safety and Solicitor General (the "Province") with the following  
specified address and email address:  
BLOCK A, SUITE 200 – 2261 KEATING CROSS ROAD  
VICTORIA BC V8W 9J1  
[EMBC.Contracting@gov.bc.ca](mailto:EMBC.Contracting@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 Intentionally deleted

#### 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 Intentionally deleted.

### 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. The Contractor should be consulted and have approval rights with respect to any public announcements.

### Restrictions on promotion

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

## 6 MATERIAL AND INTELLECTUAL PROPERTY

### Access to Material

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

#### Ownership and delivery of Material

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

#### Matters respecting intellectual property

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

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

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

#### Rights in relation to Incorporated Material

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

## 7 RECORDS AND REPORTS

#### Work reporting

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

#### Time and expense records

- 7.2 Intentionally deleted.

## 8 AUDIT

- 8.1 Intentionally deleted.

## 9 INDEMNITY AND INSURANCE

#### Indemnity

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

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

#### Insurance

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

#### Workers compensation

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

#### Personal optional protection

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

#### Evidence of coverage

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

### 10 FORCE MAJEURE

#### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

#### Consequence of Event of Force Majeure

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

#### Duties of Affected Party

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

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

#### 11.1 In this section and sections 11.2 to 11.4:

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

### Province's options on default

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

### Delay not a waiver

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

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

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

### Payment consequences of termination



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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## 12 DISPUTE RESOLUTION

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation 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 mediation or arbitration

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

## 13 MISCELLANEOUS

#### Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business



hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

- (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

#### Change of address or fax number

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

#### Assignment

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

#### Subcontracting

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

#### Waiver

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

#### Modifications

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

#### Entire agreement

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

#### Survival of certain provisions

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

## Schedules

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

## Independent contractor

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

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

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

## Personnel not to be employees of Province

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

## Key Personnel

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

## Pertinent information

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

## Conflict of interest

- 13.14 Intentionally deleted.

## Time

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

## Conflicts among provisions

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

## Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the

Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

#### Remainder not affected by invalidity

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

#### Further assurances

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

#### Additional terms

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

#### Tax Verification

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

#### Governing law

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

### 14 INTERPRETATION

#### 14.1 In this Agreement:

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

### 15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>9<sup>th</sup></u> day of <u>APRIL</u>, 20<u>20</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u></u></p> <p>Signature(s)</p> <p><u>Steve Veinot</u></p> <p>Print Name(s)</p> <p><u>Regional Director -</u></p> <p>Print Title(s) <u>Larco Hospitality</u></p>	<p>SIGNED on the <u>9</u> day of <u>April</u>, 20<u>20</u> on behalf of the Province by its duly authorized representative:</p> <p><u></u></p> <p>Signature</p> <p><u>Lori Halls</u></p> <p>Print Name</p> <p><u>Deputy Minister</u></p> <p>Print Title</p>
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## Schedule A – Services

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

1. Subject to section 2 of this Part 1, the term of this Agreement commences on April 10, 2020 and ends on June 30, 2020.
2. The Term may be extended for up to 6 months if mutually agreed upon by both parties.

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

The Contractor must:

- a) Ensure that 450 guest rooms are available upon the requests by the Province.
- b) Ensure an additional 200 guest rooms are available upon the request by the Province, subject to the approval by the Contractor. All guest rooms can be provided by subcontractors approved by the Province.
- c) Provide guest rooms at the rate of \$129 per night. Guest rooms will be paid based on occupancy. All rates are net, non-commissionable. The Province must provide at least 72 hours' notice of an early check-out or cancellation of a guest room from the scheduled departure date. Any notice less than 72 hours will occur room and taxes charges.
- d) Provide amenity kits to the guest upon their arrival with standard hotel offerings.
- e) Provide guests with complimentary wireless internet.
- f) Provide paid laundry and food services to the guests.
- g) Take all necessary steps to ensure that guests are responsible for any damage caused to the hotel during their stay and any extra cleaning costs.

The Province must:

- a) Ensure that guests staying at the hotel are arriving into BC as international travellers that are not exhibiting symptoms of COVID-19. The Province is not permitted to offer guest room accommodation to any other guests unless approved by the Contractor.
- b) Assist any guest who is diagnosed with COVID-19 by a medical practitioner while occupying a guest room and who is required, as determined by a medical practitioner, to be hospitalized will be moved out of the Hotel in concert and in direct coordination with Vancouver Coastal Health.
- c) Notify the Contractor immediately after it becomes aware that a guest has been diagnosed with COVID-19 so as to permit the Contractor to implement steps to protect its staff and other guests and to ensure that the affected rooms are sanitized immediately upon the departure of the guests.

Hotel policies:

- a) Guests will not be permitted to bring in any pets during their stay.
- b) Hotel is a smoke free property. Guests are not permitted to smoke or vape in the guest room, balcony or any part of the building. Contractor will post a \$200.00 cleaning fee to the guest room account for any guests who smoke in their guest room.
- c) Guests will be responsible for any long-distance telephone charges.
- d) Guests must provide a valid credit card for incidental charges and/or security deposits.
- e) Contractor will not provide any in-room housekeeping/cleaning services during the guest's stay. Guests will be permitted to request additional amenities, such as towels, sheets and bath products, which will be left outside the guest room door.
- f) Contractor will only require entry in a guest room for maintenance issues.
- g) Guests that are found to be causing a nuisance or annoyance to other guests of the Hotel will be addressed to the Province. The Contractor will notify the Province of any such incidents of nuisance and if not promptly addressed by the Province to the satisfaction of the Contractor, then the Contractor will be permitted to remove such guests from the hotel.

### **Outcomes**

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

- Provide hotel services in support of Emergency Management BC emergency response services.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

#### **Reporting requirements**

The contractor must include details of the services provided claimed in invoices submitted.

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

Not applicable.

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

Not applicable.

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$1,500,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

Once the maximum amount is reached the Contractor is no longer obliged to provide guest rooms and services.

### 2. FEES:

#### Daily Rate

**Fees:** at a rate of \$129 per room per night, net non-commissionable, based on occupancy during the Term.

Any room charges incurred due to non-compliance with the 72-hour notice period for checkout or cancellation shall be detailed separately on the Statement of Account.

### 3. EXPENSES:

Eligible expenses for inclusion in the Statement of Account:

#### Per guest:

Up to \$52.00 per day for meals, plus 15% gratuity for food delivery, for no longer than 14 days per guest. Guest meal allowances are distributed as follows: breakfast \$12.50, lunch \$14.50, dinner \$25.00.

Up to \$50.00 per stay for laundry services

#### Guest unrecoverable costs:

Any amount not recoverable from a guest during their stay after all efforts have been made to recovery such costs from the guest or their credit card company. Such expenses include meal and laundry expenses in excess of the eligible amounts, damage repairs or extra cleaning costs, smoking penalties, long distance calls, or any other incidental charges. To claim these expenses the Contractor must provide details of these expenses and an explanation of the effort to recover these expenses from the guest in the Statement of Account.

### 4. STATEMENTS OF ACCOUNT:

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

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates,

- refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
  - (f) a description of this Agreement to which the statement relates;
  - (g) a statement number for identification; and
  - (h) any other billing information reasonably requested by the Province.

## **5. PAYMENTS DUE:**

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



## Schedule C – Approved Subcontractor(s)

- Vancouver Airport Centre Ltd.

## Schedule D – Insurance

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

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) “**access**” means disclosure by the provision of access;
  - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
  - (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; and
  - (e) “**privacy course**” means the Province’s online privacy and information sharing training course.

### 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.

### Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor’s expense, the privacy course prior to that person providing those services.

7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

#### **Accuracy of personal information**

8. 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**

9. 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**

10. 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.
11. When issuing a written direction under section 10, 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 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, 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.
13. 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**

14. 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**

15. 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**

16. 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

17. 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

18. 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.
19. 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

20. 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

21. 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

22. 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

23. 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.

24. 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**

25. 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**

26. 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**

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. 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.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. 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.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable.

## Schedule G – Security Schedule

### Definitions

1. In this Schedule:

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



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

#### **Additional obligations**

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

#### **PERSONNEL**

##### **Confidentiality agreements**

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

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

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

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

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

### **Personnel information security training**

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

### **Security contact**

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

### **Supply chain**

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

## **GENERAL POLICIES AND PRACTICES**

### **Information security policy**

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

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

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

### **Contractor security risk assessments**

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

### **Change control and management**

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

## **Backups and restores**

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

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

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

## **Security Incident Response and Management**

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

## **PROTECTED INFORMATION AND DATA SECURITY**

### **Encryption**

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

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

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

### **Encryption standard**

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

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

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

## ACCESS AND AUTHENTICATION

### User Identifiers

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

### Access

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

### Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys,

smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:
  - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
  - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
  - (c) store and transmit only encrypted representations of passwords;
  - (d) enforce password minimum and maximum lifetime restrictions;
  - (e) prohibit password reuse;
  - (f) prevent reuse of identifiers; and
  - (g) disable the identifier after ninety days of inactivity.

#### **Highly sensitive Protected Information**

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

#### **SECURITY EVENT LOGS**

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

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

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

## PROVINCE PROPERTY

### Access to Province facilities, systems or networks

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

### Application development

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

## FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

### Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

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

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

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

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

47. The Contractor must:
  - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
  - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
  - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
  - (d) ensure that default passwords and shared accounts are not used for any Systems; and
  - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:



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

#### **Application firewall**

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

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

#### **Management network**

50. The Contractor must ensure that for any Systems:

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

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

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

#### **Database security**

52. The Contractor must ensure that for any Systems:

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

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

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

54. The Contractor must ensure all Devices:



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

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

### **Proactive management**

55. The Contractor must:

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

### **Patching**

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

### **Vulnerability Scanning**

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

### **Web application vulnerability scanning**

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

## **Antivirus and malware scanning**

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

## **DISPOSALS**

### **Asset disposal**

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

### **Asset management**

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

### **Information destruction and disposal**

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

## **NOTICES, INCIDENTS AND INVESTIGATIONS**

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

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

provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

#### E-discovery and legal holds

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

#### Incidents

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

#### Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
  - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
  - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
  - (d) maintain a chain of custody in all such security investigations it undertakes.
73. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
  - (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).
74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

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

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

## Notification of changes

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

## Compliance verification

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

## Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

## MISCELLANEOUS

### Interpretation

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

## Referenced documents

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

## Survival

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



## Ministry Contract Award Review and Approval Process

Branch: EMBC

eAPPROVAL: 14280

Contractor: Richmond Inn Investment Ltd  
(ATEMB2021003)

Total Potential Value: \$13,500,000.00

STOB: 60

New Amendment Value: \$10,000,000.00

Apr 10, 2020 – Jun 30, 2020

### Review Comments:

- 202 – Direct Award – Emergency
- Contractor will provide accommodation, amenity kits, wireless internet, laundry service and meal delivery for returning BC residents and temporary foreign workers.
- Amendment is for \$10 million increase, required as self-isolation need continues.

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

Approval:            ☒ Yes            ☐ No

Reviewed By:

2020-06-01

Evan Ruffell, Contract Officer

Date

June 4, 2020

Simon Matthews, Manager of Procurement  
And Compliance

Date

Attorney General and  
Public Safety and  
Solicitor General

Finance and Administration Division  
Corporate Management Services  
Branch

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



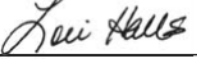
Location:  
5<sup>th</sup> Floor – 910 Government St.  
Victoria BC

**Ministry of Attorney General and Public Safety and Solicitor General**  
**Contract Approval Request 2020-2021**

AG ☐ SG ☒

Branch:	Emergency Management BC	eApproval#: 14280		
Contractor Name:	<b>Richmond Inn Investment Ltd.</b>	Contract #:	<b>ATEMB2021003</b>	
Initial Contract Value (A):	\$1,500,000	IM/IT Contract ? No	Amendment #	3
Sum of previous amendments (B):	\$2,000,000	STOB 60 RC	<b>15K55</b> SL	<b>12200</b>
Amendment value (C):	\$10,000,000	Branch budget for this STOB	\$	
<b>Contract Aggregate (A+B+C):</b>	<b>\$13,500,000</b>	Hourly rate(s):	\$	
Renewal Options	Six Months	PGO Exclusion Code #	<b>100</b>	
Contract Aggregate if options are used	TBD	PGO PO Class/Description	<b>C</b>	
Initial Contract Term		From: <b>April 10, 2020</b>	To: <b>June 30, 2020</b>	
Amendment Term (for the current amendment only)		From:	To:	
Description of goods/services required:				
<p>Provide accommodation, amenity kits, wireless internet, laundry service and meal delivery for the following two groups:</p> <p style="margin-left: 40px;">a) Returning BC residents from international travel; and,</p> <p style="margin-left: 40px;">b) Temporary Foreign Workers.</p> <p>Returning BC residents that do not have an adequate self-isolation plan as determined by the border entry will be provided the above support. Temporary Foreign Workers will be provided the above support on arrival in collaboration with the Ministry of Agriculture. Service delivery is provided by four (4) hotels with one (1) hotel positioned has the lead with logistics and program management in addition to food service and staff delivery. Accommodation capacity is 1,100 per day.</p> <p>To date services are approximately \$6.3M. Due to the lack of hotel capacity and border service logistics in Kelowna, BC for Okanagan destined workers. Temporary Foreign Workers will self-isolate in Richmond, BC for the month of May and June 2020; an additional 1,000 workers.</p>				
If required to fulfill legal or formal provincial commitment please indicate:				
Date/type of last competitive process:		N/A		
Procurement Code to be used and explanation if not policy compliant:		<b>202 – Direct Award – Emergency</b>		
Why could staff resources or other ministries in government not fill this need?				
Government does not have the accommodation or resources to provide these services.				
Implications if not approved:				
If not approved, returning residents and temporary foreign workers could face maximum penalties for breaking self-isolation orders, including a fine of up to \$750,000 and/or imprisonment for six months.				

**Approvals:**

	Name	Signature	Date
Branch ADM (or equivalent)	Madeline Maley		2020/06/01
Manager of Procurement & Compliance	Simon Matthews		June 4, 2020
Deputy Minister	Lori Halls		June 5, 2020

**DESCRIPTION OF CONTRACT SELECTION PROCESSES (see CPPM 6.3.3)**



Confirm goods/services not available through a Corporate Supply Arrangement (CSA)

<input type="checkbox"/>	SELECTED FROM PRE-QUALIFICATION LIST – RFQ # _____	RSA # _____
<input type="checkbox"/>	REQUEST FOR PROPOSAL - Posting to BC Bid required if contract value is \$75,000 or over	RFP # _____
<input type="checkbox"/>	INVITATION TO QUOTE - Posting to BC Bid required if contract value is \$75,000 or over	ITQ # _____
<input type="checkbox"/>	AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED (applies to contracts valued at less than \$75,000)	
<input checked="" type="checkbox"/>	DIRECT AWARD (Direct Award Justification <u>form</u> also required)	

**Procurement Codes**

100 – Open Competitive Process 200 – Direct Award – Public sector organization 201 – Direct Award – Sole source 202 – Direct Award – Emergency 203 – Direct Award – Security, order etc. 204 – Direct Award – Confidentiality 205 – Direct Award – Notice of Intent (No substantiated objections) 208 – Direct Award – Shared Cost Arrangement (Financial Assistance) 209 – Direct Award – Shared Cost Arrangement	300 – Direct Invitation to selected vendors 400 – Selected vendor from pre-qualification list 401 – Competition among vendors on a pre-qualification list 500 – Purchase from a Corporate Supply Arrangement 600 – Other purchase process 601 – Continuing Agreements 602 – Other – Grants and Entitlements
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**ALL CONTRACTS SHOULD BE COMPETED TO THE EXTENT REASONABLE & COST EFFECTIVE.**

**PGO Exclusion Codes**

100 – Purchase subject to CFTA/NWPTA 200 – Purchase below applicable CFTA/NWPTA threshold 300 – Purchase of an exempted commodity/service 400 – Excluded – Emergency	500 – Excluded – Security, order, etc. 600 – Excluded – Product compatibility/exclusive rights 700 – Excluded – Procurement of prototype 800 – Excluded – Regional/Economic development
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**In Most instances PGO codes 100, 200 and 300 will be used, as follows:**

- If the contract value is \$75,000 or more, purchase is subject to CFTA/NWPTA - use code 100.
- If the contract value is under \$75,000 purchase is below applicable CFTA/NWPTA threshold - use code 200.
- Regardless of the contract value, if the contract provides social services and Third Party Administration to third parties (ministry clients), the services are exempt from CFTA/NWPTA coverage - use code 300.

**PGO PO Class/Descriptions Codes**

A Transfers Under Agreement BE Business Expense Approval C Contracts and Letters of Agreement CA Continuing Agreement CSA Corporate Supply Arrangement E Entitlements EPO Emergency Purchase Order F Forecast – Creates a soft commitment G Transfers – Grants	LPO Library Purchase Order O Other Commitment Document PC Purchase Card POSO Purchase Order on a Standing Offer PU Purchase Order (Purchasing Services Branch) QP Queen's Printer Requisition R Requisition (Purchasing Services Branch) SO Standing Offer (Ministry)
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**Use "C" when services are provided directly to government. Use "A" when the services are provided to a third party (Ministry clients) rather than directly to government (Third Party Administration).**



## FISCAL YEAR JUSTIFICATION

During spending restrictions, additional justification for branch contracts must be provided. The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports spending within this fiscal year (FY 20-21).

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

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

No.

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

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

A contract was executed to start April 10, 2020 to support additional screening measures was put in place for people returning to BC from international locations, including the United States, by air, land or sea, made effective April 8, 2020; returning residents and temporary foreign workers entering BC whose self-isolation plans are deemed inadequate will be placed in one of few locations provided by the Contractor.

## DIRECT AWARD JUSTIFICATION

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

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

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

<b>CONTRACTOR NAME</b>	Richmond Inn Investment Ltd.	<b>INITIAL CONTRACT VALUE</b>	\$1,500,000
<b>AMENDMENT?</b>	Yes	<b>TOTAL AMENDED VALUE</b>	\$3,500,000
		<b>INITIAL TERM</b>	Apr. 10/20 – Jun. 30/20
<b>SERVICES PROVIDED</b>	Accommodation for Self-Isolation	<b>AMENDED TERM</b>	

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

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

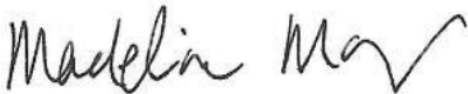
This was the only vendor that was able to meet the needs for accommodation, meals, laundry, security with the capacity that was identified during planning on short notice. The Transportation Association of Canada and the BC Hotel Association were consulted but were unable to identify sufficient accommodations to meet the needs identified. It was also required that accommodations were to be primarily based in Richmond, near the Vancouver International Airport, as that is the primary point of entry for travellers.



Contract Manager Signature

Melia Walker

Print Name



ADM Approval Signature

Madeline L Maley

Print Name



## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is dated for reference April 14, 2020.

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Public Safety and Solicitor General:

**Emergency Management BC**  
Block A, Suite 200 – 2661 Keating Cross Road  
Victoria BC V8W 9P1  
(the "Province")

### AND:

**Richmond Inn Investment Ltd.**  
(DBA Sheraton Vancouver Airport Hotel)  
7551 Westminster Highway  
Richmond BC V6X 1A3  
(the "Contractor")

### BACKGROUND

- A. The Parties entered into an agreement numbered ATEMB2021003 dated for reference April 8, 2020 (the "Agreement").
- B. The Parties have agreed to modify the Agreement.

### AGREEMENT

The Parties agree as follows:

- 1. The following section is added directly under Part 2, Schedule A:

#### Definitions

- a) "Guest(s)" or "International Travelers" means a person who is returning to British Columbia from travelling abroad who: is not experiencing symptoms of COVID-19; is without an appropriate self-isolation plan; and, requires accommodation for fourteen (14) days at one of the Contractor's Locations;
  - b) "Location(s)" means the Sheraton Vancouver Airport Hotel, the Vancouver Airport Marriott Hotel, Fairmont Hotel Vancouver and/or the Hilton Vancouver Airport;
- 2. Section b) of Part 2, Schedule A is amended as follows:
    - b) Ensure an additional 700 guest rooms are available upon the request by the Province, subject to the approval by the Contractor. All guest rooms can be provided by subcontractors approved by the Province.
  - 3. The Contractor section of Part 2, Schedule A is amended to include the following services:
    - h) Provide one (1) security guard at each Location to be present in the front lobby of the hotels to ensure Guests do not leave the building other than to smoke in the designated area(s) of the premises, twenty-four (24) hours, seven (7) days a week.
  - 4. The Maximum Amount of Schedule B is increased by \$2,000,000, from \$1,500,000 to \$3,500,000.

5. Section 2, Fees of Schedule B is amended to include the following:

**Hourly Rate**

Fees: at a rate of \$35 per hour for a security guard for the first twelve (12) hours of a shift.

Fees: at a rate of \$52.50 per hour for a security guard for hours exceeding a twelve (12)-hour shift.

Fees: at a rate of \$87.50 per hour for a security guard for those hours worked on a statutory holiday in British Columbia.

6. Schedule C – Subcontractors is amended in its entirety as follows:

1. Vancouver Airport Centre Ltd.  
DBA Vancouver Airport Marriott Hotel  
7571 Westminster Highway  
Richmond BC V6X 1A3  
(604) 276-2112
2. Vancouver Airport Centre Ltd.  
DBA Hilton Vancouver Airport  
5911 Minoru Boulevard  
Richmond BC V6X 4C7  
(604) 273-6336
3. Hotel Vancouver Limited Partnership  
DBA Fairmont Hotel Vancouver  
900 W. Georgia Street  
Vancouver BC V6C 2W6  
(604) 684-3131
4. G4S Secure Solutions (Canada) Ltd.  
Suite 103 – 703 Evans Avenue  
Toronto ON M9C 5E9  
(416) 620-0762

7. In all other respects, the Agreement is confirmed.

<p><b>SIGNED AND DELIVERED</b> on the <u>15</u> day of <u>April</u>, 20<u>20</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>Madeline Maley</u></p> <p>_____ Madeline L. Maley</p> <p>Print name: _____</p>	<p><b>SIGNED AND DELIVERED</b> on the <u>15<sup>th</sup></u> day of <u>APRIL</u>, 20<u>20</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p> <p>Signature(s): <u>Steve Vernot</u></p> <p>_____ Print name(s): <u>Steve Vernot</u></p> <p>_____ Print name(s): _____</p>
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## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is dated for reference April 21, 2020.

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Public Safety and Solicitor General:

**Emergency Management BC**  
Block A, Suite 200 – 2661 Keating Cross Road  
Victoria BC V8W 9P1  
(the "Province")

### AND:

**Richmond Inn Investments Ltd.**  
(DBA Sheraton Vancouver Airport Hotel)  
7551 Westminster Highway  
Richmond BC V6X 1A3  
(the "Contractor")

### BACKGROUND

- A. The Parties entered into an agreement numbered ATEMB2021003 dated for reference April 8, 2020 (the "Agreement").
- B. The Agreement was modified on April 15, 2020 to: add a Definitions section to Schedule A; amend the Outputs section of Schedule A to add additional guestrooms and security services; increase the Maximum Amount from \$1,500,000 to \$3,500,000; include additional Fees in Schedule B; and, revise the subcontractors in Schedule C.
- C. The Parties have agreed to modify the Agreement.

### AGREEMENT

The Parties agree as follows:

1. The Hotel Vancouver Limited Partnership is removed as a subcontractor in Schedule C and replaced with the following subcontractor:
  3. Sanoor Investments Ltd. and All Stars Motor Inn Ltd.  
DBA Executive Airport Plaza Partnership  
7311 Westminster Highway  
Richmond BC V6X 1A3  
(604) 278-5555
2. In all other respects, the Agreement is confirmed.

<b>SIGNED AND DELIVERED</b> on the <u>23</u> day of <u>April</u> , 2020 on behalf of the Province by its duly authorized representative  Signature: <u>Lori Halls</u>  Print name: <u>Lori Halls</u>	<b>SIGNED AND DELIVERED</b> on the <u>21<sup>st</sup></u> day of <u>APRIL</u> , 20 <u>20</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)  Signature(s): <u>Steve Veinot</u>  Print name(s): <u>Steve Veinot</u>
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## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is dated for reference June 2, 2020

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Public Safety and Solicitor General:

**Emergency Management BC**  
Block A, Suite 200 – 2661 Keating Cross Road  
Victoria BC V8W 9P1  
(the "Province")

### AND:

**Richmond Inn Investment Ltd.**  
(DBA Sheraton Vancouver Airport Contractor)  
7551 Westminster Highway  
Richmond, BC V6X 1A3  
(the "Contractor")

### BACKGROUND

- A. The Parties entered into an agreement numbered ATEMB2021003 dated for reference April 8, 2020 (the "Agreement"), and subsequently modified on April 14, 2020 and April 21, 2020.
- B. The Parties have agreed to modify the Agreement.

### AGREEMENT

The Parties agree as follows:

1. The following definitions are added to Section 1.1:

"Guest" means an individual arriving from a destination outside of Canada to work in British Columbia under the Canadian Temporary Foreign Worker Program, or an individual who is re-entering British Columbia following international travel, who is not experiencing symptoms of COVID-19 and who requires accommodation to self-isolate for fourteen (14) days;

"Contractor Representative" means an individual designated from time to time by the Contractor to administer this Agreement on behalf of the Contractor;

"Locations" means the hotels located at 7551 Westminster Highway, 7571 Westminster Highway Suite 103 - 703 Evans Avenue, 5911 Minoru Boulevard and 7311 Westminster Highway;

"physical distancing" means limiting close contact with others by keeping two metres away from one another to prevent the spread of Covid-19;

"Provincial Representative" means an individual designated from time to time by the Province to administer this Agreement on behalf of the Province;

"Security Worker" means an individual who is licensed to engage in security work, as contemplated in the British Columbia *Security Services Act*; and

"Service Notice" means a notice issued by the Province to the Hotel by email for the provision of Services under this Agreement.

2. The following is hereby added as section 3 of the Agreement:

**3 Requests for Services**

- 3.1 The terms and conditions of this Agreement will govern each Service Notice. If there is a conflict or inconsistency between this Agreement and a Service Notice, the order of precedence will be, in the absence of any express statement to the contrary in the service Notice, this Agreement and then the Service Notice.
- 3.2 The Parties acknowledge that execution of this Agreement does not oblige the Province to provide the Contractor with a Service Notice, provided that upon issuance of a Service Notice by the Province the Contractor must supply the Province with the agreed upon Services on the terms and conditions set out in this Agreement for each Guest identified in the Service Notice.
- 3.3 The Province reserves the right to procure Services by any other means it deems necessary including the use of other contracts or agreements.
- 3.4 As and when Services are required, the Province will provide a Service Notice to the Contractor indicating the number of Guests needing accommodation and anticipated date and time of arrival of each Guest. For clarity, the Contractor will continue to provide the Services to Guests on a continuous basis as outlined in Schedule A for each 14-day consecutive period per Guest. The Province will use best efforts to give the Contractor twenty-four (24) hours advance notice of Guest arrival and will provide a manifest to the Contractor including the names of all Guests and their respective Canadian employers.
- 3.5 A Service Notice will terminate on:
- (a) the date indicated on the Service Notice; or
  - (b) when otherwise cancelled or terminated by the Province.
- 3.6 Neither this Agreement, nor a Service Notice, operates 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, or in any Service Notice, is to be construed as interfering with the exercise of the Province or its agencies of any statutory power or duty.
- 3.7 The Province may, in its sole discretion, modify or cancel a Service Notice by delivery notice to the Contractor. If the Province cancels a Service Notice, the Province will pay to the Contractor according to the terms and conditions of Schedule B.
- 3.8 The Contractor acknowledges that the Services are being requested by the Province on an as, if, and when required basis during an evolving emergency and the Province's need for the Services may change rapidly.

The remaining sections of the Agreement will be renumbered accordingly.

3. The wording in section 6.4 is hereby deleted and replaced with the following: "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."
4. The wording in section 9 is hereby deleted and replaced with the following: "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 Locations to inspect and, at the Province's discretion, copy any of the Material or any Guest information and the Contractor must permit, and provide reasonable assistance to, the exercise of the Province of the Province's rights under this section."



5. The following is added as section 10.2: "The Province must indemnify and save harmless the Contractor and its Subcontractors and their respective 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 Contractor or its Subcontractors 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 caused or contributed to by the Province's breach of its obligations under this Agreement."

The remaining subsections of section 10 will be renumbered accordingly.

6. The following is added as section 10.7 Damage to guestrooms: "The Contractor will take all necessary steps to ensure that Guests are responsible for any charges not covered by the Province under this Agreement and for any damage caused to the guestrooms during their stay."
7. The following is added as section 14 Party Representatives:

Provincial Representative

- 14.1 The Province will ensure its Provincial Representative has full authority to act on behalf of the Province in connection with this Agreement.

- 14.2 Until such time as the Province may designate a new Provincial Representative, the Provincial Representative will be:

Name and Title: Beverly Reist

E-mail Address: [beverly.reist@gov.bc.ca](mailto:beverly.reist@gov.bc.ca)

24/7 Phone: 250-888-1340

- 14.3 The Contractor will ensure its Contractor Representative is fluent in English and has full authority to act on behalf of the Contractor in connection with the Services. The Contractor Representative will be available 24 hours a day at all times Services are provided. The Contractor may appoint a back-up Contractor Representative upon providing the Province notice of such back-up Contractor Representative.

- 14.4 Until such time as the Contractor may designate a new Contractor Representative, the Contractor Representative will be:

Name and Title: Q. Duong, Director of Sales & Marketing

E-mail Address: [q.duong@sheratonvancouverairport.com](mailto:q.duong@sheratonvancouverairport.com)


24/7 Phone: 604-362-1200

- 14.5 If, in the reasonable opinion of the Province, the Contractor's Representative is not suitably experienced or is unable to properly supervise the Services or communicate with a Provincial Representative, then the Contractor will, upon receipt of written notice from the Province, replace that representative and immediately notify the Province of the new Contractor Representative and contact information set out in section 13.4.

The remaining sections of the Agreement will be renumbered accordingly.

8. The wording in section 15.8 is deleted and replaced with the following: "Sections 2.9, 4.1 to 4.4, 4.7, 4.8, 6.1 to 6.5, 7.1 to 7.4, 8.1, 8.2, 9.1, 10.1, 10.3, 10.6, 11.1 to 11.3, 12.2, 12.3, 12.5, 12.6, 13.1 to 13.3, 15.1, 15.2, 15.8 and 15.10, 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."

9. Schedule A is replaced in its entirety with Schedule A attached.
10. Schedule B is replaced in its entirety with Schedule B attached.
11. Schedule C is replaced in its entirety with Schedule C attached.
12. Schedule D is replaced in its entirety with Schedule D attached.
13. In all other respects, the Agreement is confirmed.

<p><b>SIGNED AND DELIVERED</b> on the <u>10th</u> day of <u>June</u>, 20 <u>20</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u></u></p> <p>Print name: <u>Lori Halls</u></p>	<p><b>SIGNED AND DELIVERED</b> on the <u>9th</u> day of <u>June</u>, 20 <u>20</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p> <p>Signature(s): <u></u></p> <p>Print name(s): <u>Steve Vernet</u></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 upon April 8, 2020 and ends on June 30, 2020.
2. The Term may be extended for up to six (6) months upon at the Province's sole discretion.

### PART 2. SERVICES:

1. Upon receipt of a Service Notice from the Province, the Contractor must provide the following Services:

#### Guestrooms

- a) Ensure that 1,000 guestrooms in total are available at the Locations, upon request by the Province, on an as and when needed basis;
- b) Provide hygiene kits to Guests upon their arrival with standard Contractor offerings, including shampoo, conditioner, body wash and hand soap;
- c) Provide Guest laundry services at least once per week with laundry pick-up and drop-off to the Guest's room;
- d) Take all necessary steps to ensure that Guests are responsible for any damage caused to the Contractor during their stay and any extra cleaning costs;
- e) minimize any incidental charges that could be accumulated by Guests unless the Contractor has a guaranteed method of payment from such Guest;

#### Arrival

- f) Provide a welcome letter with Contractor operations details and fire evacuation plans for all Locations, to be printed and distributed by Provincial staff to Guests upon arrival at the airport;
- g) Provide an area outside of the respective Location to allow charter buses (each carrying approximately 25-30 Guests) to unload, and create a line up for the bus unloading area to a registration area with two-metre distancing implemented;
- h) Have a covered registration area set up to receive Guests, such as in a ballroom or long corridor;
- i) Create a line up for elevators, with a maximum of two persons in the elevator at any time;
- j) Ensure adequate staff are on site to assist in offloading the buses, direct Guests to their rooms, register Guests, monitor the Guests and encourage Guests to physically distance from one another at all times;
- k) Provide Vancouver Coastal Health Authority with access to a private room if and when they are on-site;
- l) Provide instructional sheets to Guests on how to use different guest room amenities (including how to connect to Wi-Fi, access TV features, use the shower, make in-room coffee and use the telephone);
- m) Instruct Guests to call the front desk to request any typical in-room amenity such as towels, bed linens, coffee, tea, shampoo, conditioner, lotion, hand soap, body soap, toilet paper, or tissue paper. The Contractor will deliver these items to the Guest's room and put in plastic bags to hang on the guestroom door;
- n) Arrange a garbage pick-up time for all rooms at the beginning or end of the day;
- o) Designate a smoking area for the Guests to smoke or vape outside. The Contractor will need to ensure that the smoking area is managed to ensure appropriate physical distancing at all times;

#### Meals

- p) Ensure that Guests receive breakfast, lunch and dinner each day;
- q) Ensure all meals are served with a cold beverage (water, juice or pop) and that in-room coffee or tea with cream and sugar is available at all times;
- r) On the arrival day, provide dinner to Guests upon check-in. On the departure day, provide breakfast to Guests upon check-out;
- s) Ensure all meals are nutritious and balanced, with a wide variety of food throughout the Guests' stay. The Contractor should avoid repeating the same dishes or meal elements too frequently. The Contractor will use best efforts to serve hot meals rather than cold dishes such as full salad or continental breakfast. All meals may be served in disposable takeout containers with eating utensils, condiments and napkins;

- t) Accommodate any Guest allergies or dietary restrictions;
- u) Coordinate meal period times with the Province, which will typically be:
  - i. Breakfast: 8:30 AM to 10:00 AM
  - ii. Lunch: 1:30 PM to 3:00 PM
  - iii. Dinner: 7:00 PM to 8:30 PM
- v) Ensure Guests receive their meals in a timely manner and that the food is served hot and fresh;
- w) Ensure meals are not left on the floor if possible, otherwise meals should be in a bag or on a tray; and
- x) Do garbage pick-up after each meal;

#### Security

- y) Provide one (1) security worker at each Location to provide twenty-four (24) hour per day, seven (7) days a week monitoring coverage, to ensure Guests are made aware of physical distancing requirements and to report if Guests are frequently loitering in hallways or failing to maintain physical distancing in smoking areas. For clarity, the Contractor will ensure that security workers are informed and instructed that they are not to attempt to enforce any rules and will rather report any non-compliance or incidents to the Contractor, who will then report back to the Province;

#### Access to Locations

- z) The Contractor will provide a volunteer organization, as identified by the Province, with access to the Locations as required and telephone access to the Guests to schedule wellness walks; and

#### Departure

- aa) Create departure areas or zones to enable Guests to physically distance while they are waiting to be picked up after check-out.
2. The Contractor will inform Guests of the hotel policies upon arrival.
  3. The Province must:
    - a) Ensure that Guests have been screened at the airport for symptoms of COVID-19;
    - b) Assist any guest who is diagnosed with COVID-19 by a medical practitioner while occupying a guest room and who is required, as determined by a medical practitioner, to be hospitalized will be moved out of the Location(s) in concert and in direct coordination with Vancouver Coastal Health;
    - c) Notify the Contractor immediately after it becomes aware that a Guest has been diagnosed with COVID-19 so as to permit the Contractor to implement steps to protect its staff and other guests and to ensure that the affected rooms are sanitized immediately upon the departure of the Guests.
  4. For greater certainty:
    - a) The Province will only be responsible for paying guestroom fees if, and when, a guestroom is occupied by a Guest pursuant to a Service Notice issued by the Province;
    - b) Without limiting section 3.1 of this Agreement, unless expressly provided in this Agreement, the Province will not be responsible for any costs incurred by the Contractor in order for the Contractor to meet its obligations under this Agreement; and
    - c) Any personal protective equipment for its personnel will be the responsibility of the Contractor.

#### Outcomes

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

- Allow temporary foreign workers and international travellers coming to British Columbia to safely self-isolate.

#### Reporting requirements

The Contractor must include details of the Services provided claimed in invoices submitted.

The Contractor will provide a daily report to the Province each morning that include all Guest information, including Location, arrival date, room number and expected departure date.

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$13,500,000.00 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:

#### Daily Rate for Rooms

**Fees:** at a rate of \$129.00 per room per night net, non-commissionable, based on occupancy during the Term.

#### Hourly Rate for Security Workers

**Fees:** at a rate of \$35.00 per hour per security worker for the first consecutive twelve (12) hours of a shift.

**Fees:** at a rate of \$52.50 per hour per security worker for consecutive hours exceeding a twelve (12) hour shift.

**Fees:** at a rate of \$87.50 per hour per security worker for hours worked on a statutory holiday in British Columbia.

### 3. EXPENSES:

The following eligible expenses may be included on the Statement of Account:

a) Meal amounts as follows, per Guest per day:

- a) Breakfast      \$12.50 + 15% service charge
- b) Lunch            \$14.50 + 15% service charge
- c) Dinner          \$25.00 + 15% service charge

for no longer than fourteen (14) days per Guest.

b) Laundry services of up to \$50.00 per fourteen (14) day stay for each Guest.

c) Any amount not recoverable from a Guest during their fourteen (14) day stay after all efforts have been made by the Contractor to recover such costs from the Guest or their credit card company, as applicable. Such expenses may include meal and laundry expenses in excess of the eligible amounts set out in section 3(a) and (b), damage repairs or extra cleaning costs, smoking penalties, long distance calls or other incidental charges. To claim these expenses the Contractor must provide details of those expenses and an explanation of the effort taken to recover these expenses from the Guest in the statement of account, to the reasonable satisfaction of the Province.

### 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 first 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;

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

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

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

### Schedule C – Approved Subcontractors

The following Subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

1. Vancouver Airport Centre Ltd.  
OBA Vancouver Airport Marriott Contractor  
7571 Westminster Highway  
Richmond BC V6X 1A3  
(604) 276-2112
2. Vancouver Airport Centre Ltd.  
OBA Hilton Vancouver Airport  
5911 Minoru Boulevard  
Richmond BC V6X 4C7  
(604) 273-6336
3. Sanoor Investments Ltd. and All Stars Motor Inn Ltd.  
DBA Executive Airport Plaza Partnership  
7311 Westminster Highway  
Richmond, BC V6X 1A3  
(604) 278-5555
4. G4S Secure Solutions (Canada) Ltd.  
Suite 103 - 703 Evans Avenue  
Toronto ON M9C 5E9  
(416) 620-0762

#### **Schedule D – Insurance**

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term, and cause its Subcontractors to purchase and maintain, policies of insurance with insurers licensed in Canada of the types and amounts a prudent operator carrying on similar business in Canada would obtain for the risks of the Services provided by each of them under this Agreement.
2. Wherever applicable, the Province must be named as an additional insured under such policies of insurance. When requested to do so by the Province, the Contractor and its Subcontractors must provide reasonable evidence to the Province of all insurance applicable to the Services under this Agreement.



SHERATON VANCOUVER AIRPORT HOTEL  
7551 Westminster Hwy  
Richmond BC V6X 1A3  
GST # 869427344RT0005

Minister of Public Safety and Solicitor General (the "Province")  
Block A, Suite 200-2261 Keating Cross Road  
Victoria BC V8W 9J1

Invoice Date April 30, 2020  
Invoice # 4302020  
Contract # ATEMB2021003  
TFW Groups

RECEIPT NO 119133  
DATE JUL 15/20  
CJ

Summary for  
Minister of Public Safety and Solicitor General (the "Province")

Month

30-Apr

**TFW GROUPS**

**FEES:**

	Subtotal	GST 5%	Total Room
Rooms - Sheraton Vancouver Airport	\$ 302,636.60	\$ 13,997.63	\$ 316,634.24
Rooms - Vancouver Airport Marriott	\$ 283,371.70	\$ 13,592.89	\$ 296,964.58
Rooms - Hilton Vancouver Airport	\$ 299,923.82	\$ 13,513.41	\$ 313,437.23
<b>Total Room</b>	<b>\$ 885,932.12</b>	<b>\$ 41,103.93</b>	<b>\$ 927,036.05</b>
	Subtotal	GST 5%	Total Security
Security - Sheraton Vancouver Airport	\$ 11,760.00	\$ 588.00	\$ 12,348.00
Security - Vancouver Airport Marriott	\$ 13,440.00	\$ 672.00	\$ 14,112.00
Security - Hilton Vancouver Airport	\$ 12,600.00	\$ 630.00	\$ 13,230.00
Security - Executive Vancouver Airport	\$ 6,720.00	\$ 336.00	\$ 7,056.00
<b>Total Security</b>	<b>\$ 44,520.00</b>	<b>\$ 2,226.00</b>	<b>\$ 46,746.00</b>
<b>TOTAL FEES</b>	<b>\$ 930,452.12</b>	<b>\$ 43,329.93</b>	<b>\$ 973,782.05</b>

**EXPENSES:**

	Subtotal	GST 5%	Total Meals
Meals - Sheraton Vancouver Airport	\$ 130,596.31	\$ 6,529.81	\$ 137,126.12
Meals - Vancouver Airport Marriott	\$ 125,639.80	\$ 6,281.99	\$ 131,921.79
Meals - Hilton Vancouver Airport	\$ 124,161.48	\$ 6,208.07	\$ 130,369.55
<b>Total Meals</b>	<b>\$ 380,397.58</b>	<b>\$ 19,019.88</b>	<b>\$ 399,417.46</b>
	Subtotal	GST 5%	Total Laundry
Laundry charges - Sheraton Vancouver Airport	\$ 1,050.00	\$ 52.50	\$ 1,102.50
Laundry charges - Vancouver Airport Marriott	\$ 1,050.00	\$ 52.50	\$ 1,102.50
Laundry Charges - Hilton Vancouver Airport	\$ 1,250.00	\$ 62.50	\$ 1,312.50
<b>Total Laundry</b>	<b>\$ 3,350.00</b>	<b>\$ 167.50</b>	<b>\$ 3,517.50</b>
<b>TOTAL EXPENSES</b>	<b>\$ 383,747.58</b>	<b>\$ 19,187.38</b>	<b>\$ 402,934.96</b>

	SUBTOTAL	GST	TOTAL
<b>TOTAL INVOICE OWING</b>	<b>\$ 1,314,199.70</b>	<b>\$ 62,517.31</b>	<b>\$ 1,376,717.01</b>

**From:** [Monteiro, Stephanie EMBC:EX](#)  
**To:** [EMBC Accounts Payable EMBC:EX](#)  
**Cc:** [Reist, Beverly EMBC:EX](#)  
**Subject:** RE: 202004 ATEMB2021003 4202020 INVOICE 1376717.01  
**Date:** July 13, 2020 10:24:43 AM  
**Attachments:** [EMBC TFW Program Invoice - April 2020.xlsx](#)  
[EMBC Inbound Transient Program Invoice - April 2020.xlsx](#)  
[image001.png](#)  
[image003.png](#)

---

Please see the revised invoices attached and approvals below.

---

**From:** Reist, Beverly EMBC:EX <[Beverly.Reist@gov.bc.ca](mailto:Beverly.Reist@gov.bc.ca)>  
**Sent:** June 19, 2020 10:29 AM  
**To:** EMBC Accounts Payable EMBC:EX <[EMBC\\_AP@gov.bc.ca](mailto:EMBC_AP@gov.bc.ca)>; EMBC PECC Finance 2 EMBC:EX <[Pecc.fin2@gov.bc.ca](mailto:Pecc.fin2@gov.bc.ca)>  
**Cc:** Reist, Beverly EMBC:EX <[Beverly.Reist@gov.bc.ca](mailto:Beverly.Reist@gov.bc.ca)>  
**Subject:** FW: 202004 ATEMB2021003 4202020 INVOICE 1376717.01

Please find attached **April** invoices for the hotel and service delivery for Temporary Foreign Worker program.

Reviewed and approved by Madeline Maley (below).

Thank you,

**Beverly Reist | Cell: 250-888-1340**  
**Provincial Self-Isolation Accommodation Logistics & Coordination**  
Emergency Management British Columbia  
Block A – Suite 200, 2261 Keating Cross Road  
Victoria, BC CANADA V8M 2A5

*I acknowledge the Lkwungen (Esquimalt, and Songhees) and the W̱SÁNEĆ (Pauquachin, Tsartlip, Tsawout, Tseycum) Peoples, the original keepers of this land, for hosting us on their land every day.*

---

**From:** Maley, Madeline L EMBC:EX <[Madeline.Maley@gov.bc.ca](mailto:Madeline.Maley@gov.bc.ca)>  
**Sent:** June 19, 2020 10:23 AM  
**To:** Reist, Beverly EMBC:EX <[Beverly.Reist@gov.bc.ca](mailto:Beverly.Reist@gov.bc.ca)>  
**Cc:** Peters, Yvonne EMBC:EX <[Yvonne.Peters@gov.bc.ca](mailto:Yvonne.Peters@gov.bc.ca)>  
**Subject:** RE: 202004 ATEMB2021003 4202020 INVOICE 1376717.01

Reviewed and approved

---

**From:** Reist, Beverly EMBC:EX <[Beverly.Reist@gov.bc.ca](mailto:Beverly.Reist@gov.bc.ca)>  
**Sent:** June 19, 2020 10:15 AM

**To:** Maley, Madeline L EMBC:EX <Madeline.Maley@gov.bc.ca>  
**Cc:** Peters, Yvonne EMBC:EX <Yvonne.Peters@gov.bc.ca>  
**Subject:** FW: 202004 ATEMB2021003 4202020 INVOICE 1376717.01

Good morning Madeline,

Alex as directed me to send to you as the Expense Authority. Please see attached **April** invoice.

Please send you approval/comments to me directly in order for me to forward to EMBC accounts payable and PECC Finance for payment.

Thank you,

Beverly

---

**From:** Reist, Beverly EMBC:EX  
**Sent:** June 19, 2020 9:56 AM  
**To:** Chandler, Alex EMBC:EX <Alex.Chandler@gov.bc.ca>  
**Subject:** FW: 202004 ATEMB2021003 4202020 INVOICE 1376717.01

Morning Alex,

Enquiring about the status of the April invoice for TFW.

Thanks,

**Beverly Reist | Cell: 250-888-1340**  
**Provincial Self-Isolation Accommodation Logistics & Coordination**  
Emergency Management British Columbia  
Block A – Suite 200, 2261 Keating Cross Road  
Victoria, BC CANADA V8M 2A5

*I acknowledge the Lkwungen (Esquimalt, and Songhees) and the W̱SÁNEĆ (Pauquachin, Tsartlip, Tsawout, Tseycum) Peoples, the original keepers of this land, for hosting us on their land every day.*

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**From:** Reist, Beverly EMBC:EX  
**Sent:** June 10, 2020 12:21 PM  
**To:** Chandler, Alex EMBC:EX <Alex.Chandler@gov.bc.ca>  
**Cc:** Maley, Madeline L EMBC:EX <Madeline.Maley@gov.bc.ca>  
**Subject:** 202004 ATEMB2021003 4202020 INVOICE 1376717.01

Afternoon Alex,

As directed by EMBC Finance I am sending the attached **April** invoice and supporting documents to

you as the Expense Authority. The attachments are for the Temporary Foreign Worker program lead by Madeline Maley.

As the contract manager, I certify the service delivered has been reviewed; the services were properly reviewed and documentation to support the account has been verified.

Please send your approval/comments to me directly in order for me to forward to EMBC accounts payable and PECC finance for payment.

I have requested the May invoice from the Sheraton Hotel Group which I hope to receive shortly.

This accommodation and service agreement will end June 30, 2020.

Thank you,

**Beverly Reist** | Recovery Operations Specialist  
**Cell: 250-888-1340**  
**Community Recovery**  
Emergency Management British Columbia  
Block A – Suite 200, 2261 Keating Cross Road  
Victoria, BC CANADA V8M 2A5

*I acknowledge the Lkwungen (Esquimalt, and Songhees) and the W̱SÁNEĆ (Pauquachin, Tsartlip, Tsawout, Tseycum) Peoples, the original keepers of this land, for hosting us on their land every day.*

ation and service agreement will end June 30<sup>th</sup>, 2020.

Thank you,

---

**From:** Q Duong <[q.duong@sheratonvancouverairport.com](mailto:q.duong@sheratonvancouverairport.com)>

**Sent:** May 22, 2020 4:27 PM

**To:** Reist, Beverly EMBC:EX <[Beverly.Reist@gov.bc.ca](mailto:Beverly.Reist@gov.bc.ca)>

**Cc:** Suzanne Fontaine (Larco) <[sfontaine@larco.ca](mailto:sfontaine@larco.ca)>

**Subject:** April Invoice - TFW Program - Sheraton Vancouver Airport Hotel

Hi Beverly,

Happy Friday! I have attached the April invoice for the TFW program.

Can you please let me know if this information is sufficient?

Have a wonderful weekend!

Kind Regards,

**Q. DUONG**

**Director of Sales & Marketing**

**T** 604.233.3983 | **M** 604.362.1200

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GST # 869427344RT0005

Minister of Public Safety and Solicitor General (the "Province")  
Block A, Suite 200-2261 Keating Cross Road  
Victoria BC V8W 9J1

Invoice Date May 31,2020  
Invoice # 5312020  
Contract # ATEMB2021003  
TFW Groups

Summary for  
Minister of Public Safety and Solicitor General (the "Province")

Month 31-May

RECEIPT NO. 119135  
DATE JUL 15/20  
CJ

TFW GROUPS

FEES:

	Subtotal	GST 5%	Total Room
Rooms - Sheraton Vancouver Airport	\$ 788,885.30	\$ 36,369.12	\$ 825,254.42
Rooms - Vancouver Airport Marriott	\$ 728,338.40	\$ 34,292.06	\$ 762,630.46
Rooms - Hilton Vancouver Airport	\$ 468,996.29	\$ 21,123.60	\$ 490,119.89
Rooms- Executive Inn	\$ 404,096.22	\$ 18,188.94	\$ 422,285.16
Total Room	\$ 2,390,316.21	\$ 109,973.72	\$ 2,500,289.93
	Subtotal	GST 5%	Total Security
Security - Sheraton Vancouver Airport	\$ 27,300.00	\$ 1,365.00	\$ 28,665.00
Security - Vancouver Airport Marriott	\$ 27,300.00	\$ 1,365.00	\$ 28,665.00
Security - Hilton Vancouver Airport	\$ 22,233.75	\$ 1,111.69	\$ 23,345.44
Security - Executive Vancouver Airport	\$ 5,285.00	\$ 264.25	\$ 5,549.25
Total Security	\$ 82,118.75	\$ 4,105.94	\$ 86,224.69
TOTAL FEES	\$ 2,472,434.96	\$ 114,079.65	\$ 2,586,514.62

EXPENSES:

	Subtotal	GST 5%	Total Meals
Meals - Sheraton Vancouver Airport	\$ 333,564.98	\$ 16,678.54	\$ 350,243.52
Meals - Vancouver Airport Marriott	\$ 313,445.73	\$ 15,672.47	\$ 329,118.19
Meals - Hilton Vancouver Airport	\$ 193,900.93	\$ 9,695.05	\$ 203,595.97
Meals- Executive Inn	\$ 167,081.20	\$ 8,354.06	\$ 175,435.26
Total Meals	\$ 1,007,992.83	\$ 50,400.12	\$ 1,058,392.94
	Subtotal	GST 5%	Total Laundry
Laundry charges - Sheraton Vancouver Airport	\$ 2,000.00	\$ 100.00	\$ 2,100.00
Laundry charges - Vancouver Airport Marriott	\$ 3,000.00	\$ 150.00	\$ 3,150.00
Laundry Charges - Hilton Vancouver Airport	\$ 2,450.00	\$ 122.50	\$ 2,572.50
Laundry Charges - Executive Inn	\$ 2,000.00	\$ 100.00	\$ 2,100.00
Total Laundry	\$ 9,450.00	\$ 472.50	\$ 9,922.50
TOTAL EXPENSES	\$ 1,017,442.83	\$ 50,872.62	\$ 1,068,315.44

	SUBTOTAL	GST	TOTAL
TOTAL INVOICE OWING	\$ 3,489,877.79	\$ 164,952.27	\$ 3,654,830.06

**From:** [Monteiro, Stephanie EMBC:EX](#)  
**To:** [EMBC Accounts Payable EMBC:EX](#)  
**Cc:** [Reist, Beverly EMBC:EX](#)  
**Subject:** RE: 202005 ATEMB2021 6312020 INVOICE 3654830.06  
**Date:** July 13, 2020 10:25:08 AM  
**Attachments:** [EMBC TFW Program Invoice - May 2020.xlsx](#)  
[EMBC Inbound Transient Program Invoice - May 2020.xlsx](#)  
[image001.png](#)  
[image002.png](#)

---

Please see the revised invoices attached and approvals below.

---

**From:** Reist, Beverly EMBC:EX <[Beverly.Reist@gov.bc.ca](mailto:Beverly.Reist@gov.bc.ca)>  
**Sent:** June 19, 2020 10:32 AM  
**To:** EMBC Accounts Payable EMBC:EX <[EMBC\\_AP@gov.bc.ca](mailto:EMBC_AP@gov.bc.ca)>; EMBC PECC Finance 2 EMBC:EX <[Pecc.fin2@gov.bc.ca](mailto:Pecc.fin2@gov.bc.ca)>  
**Cc:** Reist, Beverly EMBC:EX <[Beverly.Reist@gov.bc.ca](mailto:Beverly.Reist@gov.bc.ca)>  
**Subject:** FW: 202005 ATEMB2021 6312020 INVOICE 3654830.06

Please find attached **May** invoices for the hotel and service delivery for Temporary Foreign Worker program.

Reviewed and approved by Madeline Maley (below).

Thank you,

**Beverly Reist | Cell: 250-888-1340**  
**Provincial Self-Isolation Accommodation Logistics & Coordination**  
Emergency Management British Columbia  
Block A – Suite 200, 2261 Keating Cross Road  
Victoria, BC CANADA V8M 2A5

*I acknowledge the Lkwungen (Esquimalt, and Songhees) and the W̱SÁNEĆ (Pauquachin, Tsartlip, Tsawout, Tseycum) Peoples, the original keepers of this land, for hosting us on their land every day.*

---

**From:** Maley, Madeline L EMBC:EX <[Madeline.Maley@gov.bc.ca](mailto:Madeline.Maley@gov.bc.ca)>  
**Sent:** June 19, 2020 10:24 AM  
**To:** Reist, Beverly EMBC:EX <[Beverly.Reist@gov.bc.ca](mailto:Beverly.Reist@gov.bc.ca)>  
**Cc:** Peters, Yvonne EMBC:EX <[Yvonne.Peters@gov.bc.ca](mailto:Yvonne.Peters@gov.bc.ca)>  
**Subject:** RE: 202005 ATEMB2021 6312020 INVOICE 3654830.06

Reviewed and approved

---

**From:** Reist, Beverly EMBC:EX <[Beverly.Reist@gov.bc.ca](mailto:Beverly.Reist@gov.bc.ca)>  
**Sent:** June 19, 2020 10:12 AM  
**To:** Maley, Madeline L EMBC:EX <[Madeline.Maley@gov.bc.ca](mailto:Madeline.Maley@gov.bc.ca)>  
**Cc:** Peters, Yvonne EMBC:EX <[Yvonne.Peters@gov.bc.ca](mailto:Yvonne.Peters@gov.bc.ca)>

**Subject:** FW: 202005 ATEMB2021 6312020 INVOICE 3654830.06

Good morning Madeline,

Alex as directed me to send to you as the Expense Authority.

Please send you approval/comments to me directly in order for me to forward to EMBC accounts payable and PECC Finance for payment.

Thank you,

Beverly

---

**From:** Reist, Beverly EMBC:EX

**Sent:** June 19, 2020 10:05 AM

**To:** Chandler, Alex EMBC:EX <[Alex.Chandler@gov.bc.ca](mailto:Alex.Chandler@gov.bc.ca)>

**Cc:** Maley, Madeline L EMBC:EX <[Madeline.Maley@gov.bc.ca](mailto:Madeline.Maley@gov.bc.ca)>

**Subject:** 202005 ATEMB2021 6312020 INVOICE 3654830.06

Morning Alex,

I have attached **May** invoice and supporting documents to you as the Expense Authority. The attachments are for the Temporary Foreign Worker program lead by Madeline Maley.

As the contract manager, I certify the service delivered has been reviewed; the services were properly reviewed and documentation to support the account has been verified.

Please send your approval/comments to me directly in order for me to forward to EMBC accounts payable and PECC finance for payment.

Thank you,

**Beverly Reist | Cell: 250-888-1340**

**Provincial Self-Isolation Accommodation Logistics & Coordination**

Emergency Management British Columbia

Block A – Suite 200, 2261 Keating Cross Road

Victoria, BC CANADA V8M 2A5

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---

**From:** Q Duong <[q.duong@sheratonvancouverairport.com](mailto:q.duong@sheratonvancouverairport.com)>



**Sent:** June 16, 2020 4:07 PM

**To:** Reist, Beverly EMBC:EX <[Beverly.Reist@gov.bc.ca](mailto:Beverly.Reist@gov.bc.ca)>

**Subject:** May Invoice - TFW Program - Sheraton Vancouver Airport Hotel

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Beverly,

How was the craziness around your house today?

Here's the May invoice for the TFW program. Are you okay to forward?

Also, do you have any update on the April payment?

I will send the inbound pax invoice in a separate email.

Kind Regards,

**Q. DUONG**

**Director of Sales & Marketing**

T 604.233.3983 | M 604.362.1200

---

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## Ministry Contract Award Review and Approval Process

Branch: EMBC

eAPPROVAL: 12756

Contractor: Richmond Inn Investment Ltd.  
(ATEMB2021003)

Total Potential Value: \$3,500,000.00

STOB: 60

New Amendment Value: \$2,000,000.00

Apr 20, 2020 – Jun 30, 2020

### Review Comments:

- **203 – Direct Award: Security, Order, etc.**
- Contractor will provide accommodation, amenity kits, wireless internet, laundry services and meals for up to 1,150 BC residents returning from travel that don't have a self-isolation plan.
- \$2,000,000 amendment was to increase guestrooms from 750 to 1,250 and expanded the scope to include security services.
- **Contract has already been executed and amended.**

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

Approval:           X Yes                   ☐ No

Reviewed By:

Evan Ruffell, Contract Officer

2020-04-22

Date

Simon Matthews, Manager of Procurement  
And Compliance

April 23, 2020

Date

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

Finance and Administration Division  
Corporate Management Services  
Branch

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


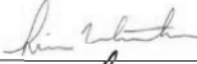
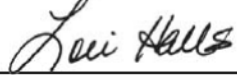
Location:  
5<sup>th</sup> Floor – 910 Government St.  
Victoria BC

**Ministry of Attorney General and Public Safety and Solicitor General**  
**Contract Approval Request 2020-2021**

AG ☐ SG ☒

Branch:	Emergency Management BC	eApproval#: 12756		
Contractor Name:	<b>Richmond Inn Investment Ltd.</b>	Contract #:	<b>ATEMB2021003</b>	
Initial Contract Value (A):	\$1,500,000	IM/IT Contract ? No	Amendment #	
Sum of previous amendments (B):	\$	STOB 60 RC	15K55 SL	12200
Amendment value (C):	\$2,000,000	Branch budget for this STOB	\$	
<b>Contract Aggregate (A+B+C):</b>	<b>\$3,500,000</b>	Hourly rate(s):	\$	
Renewal Options	Six Months	PGO Exclusion Code #	100	
Contract Aggregate if options are used	TBD	PGO PO Class/Description	C	
Initial Contract Term		From: April 10, 2020	To: June 30, 2020	
Amendment Term (for the current amendment only)		From:	To:	
Description of goods/services required:				
Provide accommodation, amenity kits, wireless internet, laundry services and meals for up to 1,150 BC residents returning from travel that don't have a self-isolation plan, or are not able to arrange adequate support, or don't have a location to self-isolate, as required by government orders.				
If required to fulfill legal or formal provincial commitment please indicate:				
Date/type of last competitive process:		N/A		
Procurement Code to be used and explanation if not policy compliant:		203 – Direct Award: Security, Order, etc.		
Why could staff resources or other ministries in government not fill this need?				
Government does not have the accommodation or resources to provide these services.				
Implications if not approved:				
If not approved, the executed contract would have to be terminated and BC residents could face maximum penalties for breaking self-isolation orders, including a fine of up to \$750,000 and/or imprisonment for six months.				

**Approvals:**

	Name	Signature	Date
Branch ADM (or equivalent) /EA	Madeline Maley		April 21 2020
Manager of Procurement & Compliance	Simon Matthews		April 23, 2020
Deputy Minister	Lori Halls		April 23, 2020

## DESCRIPTION OF CONTRACT SELECTION PROCESSES (see CPPM 6.3.3)



Confirm goods/services not available through a Corporate Supply Arrangement (CSA)

<input type="checkbox"/>	SELECTED FROM PRE-QUALIFICATION LIST – RFQ # _____	RSA # _____
<input type="checkbox"/>	REQUEST FOR PROPOSAL - Posting to BC Bid required if contract value is \$75,000 or over	RFP # _____
<input type="checkbox"/>	INVITATION TO QUOTE - Posting to BC Bid required if contract value is \$75,000 or over	ITQ # _____
<input type="checkbox"/>	AT LEAST THREE (3) WRITTEN/VERBAL QUOTES OBTAINED (applies to contracts valued at less than \$75,000)	
<input checked="" type="checkbox"/>	DIRECT AWARD (Direct Award Justification <u>form</u> also required)	

### Procurement Codes

100 – Open Competitive Process 200 – Direct Award – Public sector organization 201 – Direct Award – Sole source 202 – Direct Award – Emergency 203 – Direct Award – Security, order etc. 204 – Direct Award – Confidentiality 205 – Direct Award – Notice of Intent (No substantiated objections) 208 – Direct Award – Shared Cost Arrangement (Financial Assistance) 209 – Direct Award – Shared Cost Arrangement	300 – Direct Invitation to selected vendors 400 – Selected vendor from pre-qualification list 401 – Competition among vendors on a pre-qualification list 500 – Purchase from a Corporate Supply Arrangement 600 – Other purchase process 601 – Continuing Agreements 602 – Other – Grants and Entitlements
--	---

**ALL CONTRACTS SHOULD BE COMPETED TO THE EXTENT REASONABLE & COST EFFECTIVE.**

### PGO Exclusion Codes

100 – Purchase subject to CFTA/NWPTA 200 – Purchase below applicable CFTA/NWPTA threshold 300 – Purchase of an exempted commodity/service 400 – Excluded – Emergency	500 – Excluded – Security, order, etc. 600 – Excluded – Product compatibility/exclusive rights 700 – Excluded – Procurement of prototype 800 – Excluded – Regional/Economic development
---	--

**In Most instances PGO codes 100, 200 and 300 will be used, as follows:**

- If the contract value is \$75,000 or more, purchase is subject to CFTA/NWPTA - use code 100.
- If the contract value is under \$75,000 purchase is below applicable CFTA/NWPTA threshold - use code 200.
- Regardless of the contract value, if the contract provides social services and Third Party Administration to third parties (ministry clients), the services are exempt from CFTA/NWPTA coverage - use code 300.

### PGO PO Class/Descriptions Codes

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

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

## FISCAL YEAR JUSTIFICATION

During spending restrictions, additional justification for branch contracts must be provided. The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports spending within this fiscal year (FY 20-21).

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

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

No.

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

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

A contract was executed to start April 10, 2020 to support additional screening measures was put in place for people returning to BC from international locations, including the United States, by air, land or sea, made effective April 8, 2020; returning residents whose self-isolation plans are deemed inadequate will be placed in one of few locations provided by the Contractor.

## DIRECT AWARD JUSTIFICATION

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

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

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

<b>CONTRACTOR NAME</b>	Richmond Inn Investment Ltd.	<b>INITIAL CONTRACT VALUE</b>	\$1,500,000
<b>AMENDMENT?</b>	Yes	<b>TOTAL AMENDED VALUE</b>	\$3,500,000
		<b>INITIAL TERM</b>	Apr. 10/20 – Jun. 30/20
<b>SERVICES PROVIDED</b>	Accommodation for Self-Isolation	<b>AMENDED TERM</b>	

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

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

This was the only vendor that was able to meet the needs for accommodation, meals, laundry, security with the capacity that was identified during planning on short notice. The Transportation Association of Canada and the BC Hotel Association were consulted but were unable to identify sufficient accommodations to meet the needs identified. It was also required that accommodations were to be primarily based in Richmond, near the Vancouver International Airport, as that is the primary point of entry for travellers.



Contract Manager Signature

Melia Walker

Print Name



ADM Approval Signature

Madeline L Maley

Print Name

## Supplier Payment History Report

Supplier Type: All  
 Payment Start Date:  
 Payment End Date:

Supplier: RICHMOND INN INVESTMENTS LTD.  
 Number: 2873086

Site: 001  
 Address: 7551 WESTMINSTER HWY, RICHMOND, BC, V6X1A3

Account Name	Payment Number	Payment Date	Payment Currency	Payment Amount	Functional Amount	Void Date
352 CHQ Gene	18580799	16-JUL-20	CAD	5,031,547.07	5,031,547.07	

Invoice Number	Invoice Date	Invoice Currency	Invoice Amount	Amount Paid
4302020	30-APR-20	CAD	1,376,717.01	1,376,717.01
5312020	31-MAY-20	CAD	3,654,830.06	3,654,830.06

Site Total:	5,031,547.07
Supplier Total:	5,031,547.07
Report Total:	5,031,547.07

\*\*\* End of Report \*\*\*