

COVID-19 EMERGENCY SUPPLY CHAIN PROFESSIONAL SERVICES AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> ATEMB2020077 <i>Requisition No.:</i> <i>Solicitation No.(if applicable):</i> <i>Commodity Code:</i> <i>Contractor Information</i> <i>Supplier Name:</i> KPMG LLP <i>Supplier No.:</i> 044422 <i>Telephone No.:</i> 604 691-3000 <i>E-mail Address:</i> aperetz@kpmg.ca <i>Website:</i> www.kpmg.ca	<i>Financial Information</i> <i>Client:</i> 010 <i>Responsibility Centre:</i> 15K20 <i>Service Line:</i> 12200 <i>STOB:</i> 6001/6002 <i>Project:</i> 150X001

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SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 26th day of March, 2020.

BETWEEN:

KPMG LLP (the "Contractor") with the following specified address and email address:
777 Dunsmuir Street
Vancouver BC V7Y 1K3
aperetz@kpmg.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General (the "Province") with the following specified address and email address:
Emergency Management BC
Block A, Suite 200 – 2261 Keating Cross Road
Victoria BC V8M 2A5
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 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify in whole or in part the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

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

Confidentiality

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide and non-transferable license to exercise, in respect of that Incorporated Material, the right to use, that Incorporated Material as purported under this Agreement; and
 - (b)

Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material.

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise [and without limiting any of the Province's rights to the Material under this Agreement], the Province may request to review copies of any relevant Material to confirm that the services were performed in accordance with the provisions of this Agreement and the Contractor may reasonably provide assistance to the Province by providing copies of such relevant Material for this purpose.

9 INDEMNITY AND INSURANCE

Indemnity

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

Monetary limitations of indemnity

- 9.2 Intentionally deleted.

Exceptions to monetary limitations

- 9.3 Intentionally deleted.

Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided

that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then, without limiting section 9.1, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
 - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure, pandemic or quarantine
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of arbitration or mediation

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

- 13.14 The Contractor must not provide any services in circumstances where doing so would result in a legal or professional conflict of interest. Without limiting any requirements applicable to the Contractor under applicable law or professional standards governing conflict of interest, if the Contractor becomes aware of circumstances which do or could give rise to a conflict of interest between the Contractor's duties to another person and the Contractor's duties to the Province under this Agreement, the Contractor will promptly

notify the Province of the particulars and specify the steps the Contractor proposes to address the conflict of interest.

Time

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;

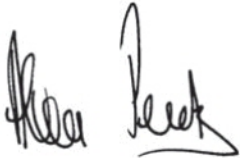
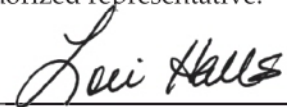
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";

- (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>2nd</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> <div style="margin-top: 20px;">  <div style="display: inline-block; width: 150px; border-bottom: 1px solid black; margin-left: 10px;"></div> </div> <div style="margin-top: 20px;"> <div style="display: inline-block; width: 150px; border-bottom: 1px solid black; margin-left: 10px;"></div> </div> <p>Signature(s)</p> <p>Print Name(s)</p> <p>Alan Peretz</p> <p>Print Title(s);</p> <p>Partner,</p> <p>KPMG LLP</p>	<p>SIGNED on the <u>14</u> day of <u>April</u>, 20<u>20</u> on behalf of the Province by its duly authorized representative:</p> <div style="margin-top: 20px;">  <div style="display: inline-block; width: 200px; border-bottom: 1px solid black; margin-left: 10px;"></div> </div> <p>Signature</p> <div style="margin-top: 10px;"> <div style="display: inline-block; width: 150px; border-bottom: 1px solid black; margin-left: 10px;"></div> </div> <p>Lori Halls</p> <p>Print Name</p> <div style="margin-top: 10px;"> <div style="display: inline-block; width: 150px; border-bottom: 1px solid black; margin-left: 10px;"></div> </div> <p>Deputy Minister</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 upon execution and ends on September 30, 2020.
2. At the discretion of the Province, the term may be extended.

PART 2. SERVICES:

Outputs

The Contractor must:

- 1) Mobilize and secure supply of essential items:
 - a. Mobilize local assembly of critical supplies as prescribed by the Province:
 - i. Identify local suppliers and assess their capabilities to manufacture the required supplies;
 - ii. Communicate the Province's product requirements and specifications to suppliers/manufacturers;
 - iii. Support the Province's evaluation of vendor requirements to manufacture to specifications;
 - iv. Support assembly through project management;
 - v. Assist local manufacturers with scaling and assembling supplies;
 - vi. Work with the Province to coordinate assessment of quality of finished products and assess supplier performance;
 - b. Establish supply channels through importing finished product:
 - i. Coordinate suppliers identified by the Province, KPMG's global network, outside of KPMG's direct network and communicated to KPMG;
 - ii. Suppliers identified using scalable web scraping techniques to increase supplier candidate pool and address potential upcoming supplier shortage;
 - iii. Use web scraping and text analytics while keeping analysts in quality validation loop to accelerate the process of extracting and cross-checking product certification, specification, etc., against requirements to scale our capacity;
 - iv. Consolidate import capabilities of suppliers, including certifications, performance and production specifications, costing, mode of transportation, lead times, payment terms, and order and payment processing requirements;
 - v. Support the Province with matching capabilities with requirements;
 - vi. Add to the assessment of suppliers' commercial viability at a high level, leveraging KPMG's network in China;
 - vii. Employ web scraping and analytics to better understand financial, operational, other business metrics to scale our capacity (where possible). This is complementing the due diligence process conducted by our subject matter expert;
 - viii. Provide project management to support communications between the Province, Canadian importers and Chinese/international manufacturers;
 - ix. Work with the Province to assess quality of finished products and supplier performance;
 - x. Develop and maintain reporting on a daily-basis to keep the Province updated on progress;
 - c. Supply-side modelling and analysis:
 - i. Work with key stakeholders to understand the meaningful key metrics needed to develop and manage supply analytics;
 - ii. Develop data collection tools and processes using data source mapping based on data element needs to support key metrics;

- iii. As directed by the Province, develop monitoring and reporting with agreement on cadence and escalation;
- d. Program management and coordination:
 - i. Collaborate with the Province's teams and suppliers;
 - ii. Coordinate virtual meetings as needed; and,
 - iii. Provide regular status update following best practices in project management, including a provincial supply dashboard;

If and when directed by the Province, the contractor must:

- e. Conduct demand-side modelling and analysis:
 - i. Work with key stakeholders to understand the meaningful key metrics needed to develop and manage demand analytics;
 - ii. Develop data collection tools and processes using data source mapping based on data element needs to support key metrics;
 - iii. As directed by the Province, develop monitoring and reporting with agreement on cadence and escalation;
- f. Program management and coordination:
 - i. Collaborate with the Province's teams and stakeholders;
 - ii. Coordinate virtual meetings as needed; and,
- 2) Provide regular status update following best practices in project management, including a provincial demand dashboard;
- 3) Develop a virtual command center for provincial decision making that will:
 - a. Enable optimum response time and distribution/activation of essential resources;
 - b. Include provincial operational demand and supply dashboard;
 - c. Predict supply needs by region/location by tracking such factors as regional/local patient transfers important in predicting bed capacity overages, allowing on the ground staff to proactively be informed ahead of supply shortages and to get ahead of the next days' key decisions/actions; and,
 - d. Assist with aggregating a large volume of data to support data driven and insight led decision-making with respect to the critical supply categories.

PART 3. RELATED DOCUMENTATION:

Not applicable.

PART 4. KEY PERSONNEL:

Any changes to Key Personnel provided by the Contractor will require the prior written approval of the Province, who will expect that substitutions possess the same or better qualifications and experience as the person being replaced.

The Key Personnel of the Contractor are as follows:

- a) Walter Pela, Regional Managing Partner
- b) Alan Peretz, Advisory Business Unit Leader/Engagement Co-Lead
- c) Jameel Ahamed, Advisory Leader/Engagement Co-Lead
- d) Lyndon Fung, Partner, Audit/KPMG Vancouver (China Practice Lead)
- e) Linda Lin, Head of Deal Advisory/Head of People, Performance and Culture, KPMG China
- f) Ken Su, Deal Advisory Partner
- g) Jesse Xin, Manager, Supply Chain/Project Manager
- h) Valerie Lukac, Senior Manager, Healthcare & Operations/Healthcare Subject Matter Expert
- i) Ozge Uncu, Senior Manager, Data Analysis Lead/Data Scientist
- j) Yuki Lee, Consultant, Supply Chain/PMO Analyst
- k) Sya Trafford, Consultant, Operations/PMO Analyst
- l) Kristen Pavey, Partner Administrative Assistant, Advisor/Administrative Support

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$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).

2. FEES:

Any changes to the rates must be approved by the Province. The Contractor must submit a request in writing to the Province. This can be in the form of an email.

Hourly Rate

Resource Level	Team Member	Hourly Rate (CAD)
Partner	Walter Pela Alan Peretz Jameel Ahamed	\$425
Management and subject matter experts	Lyndon Fung Linda Lin Ken Su Jesse Xin Velerie Lukac Ozge Uncu	\$325
Consultant	Yuki Lee Susan Tafford	\$180
Administrative support	Kristen Pavey	\$70

3. EXPENSES:

Expenses:

(a) travel, accommodation and meal expenses for travel greater than 32 kilometers away from 777 Dunsmuir Street, Vancouver, BC, on the same basis as the Province pays its Group II employees (http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf) when they are on travel status; and,

(b) the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

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

4. STATEMENTS OF ACCOUNT:

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

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;

- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period, for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period 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 any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (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)

1. Third party service providers contracted by the Contractor within and without Canada to provide administrative and clerical services to the Contractor that support the Contractor's performance of its obligations under this Agreement and, to the extent applicable, the Contractor's international member firms to assist in its provision of the services. If requested by the Province, the Contractor will provide the Province with the identify of and scope of services provided by any such subcontractor.
2. Any subcontractors must be approved by the Province. The Contractor must submit a request in writing to the Province. This can be in the form of an email.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement 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. The Province shall only provide to the Contractor such personal information as is required in order for the Contractor to perform its obligations 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 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. Without limiting any 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, engage a third party audit firm to audit and inspect 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 third party audit and inspection. In the event of a breach of the Contractor's obligations under this Schedule, the Contractor agrees to support any investigation by the Province into such breach.

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 reasonable 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

Indemnification and Limitation of Liability

1. The Contractor will not be liable to the Province for any actions, damages, claims, fines, penalties, complaints, demands, suits, proceedings, liabilities, costs, expenses, or losses (collectively, “Claims”) in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by the Province to the Contract under this Agreement. On a multi-phase engagement, the Contractor’s liability shall be based on the amount actually paid to the Contractor for the particular phase that gives rise to the liability.
2. In the event of a Claim by any third party against the Contractor that arises out of or relates to the services performed hereunder, the Province will indemnify and hold harmless KPMG from all such Claims, including, without limitation, reasonable legal fees, except to the extent finally determined to have resulted from the intentional, deliberate or fraudulent misconduct of KPMG.
3. In no event shall the Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, liabilities, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In any Claim arising out of the engagement, the Province agrees that the Contractor’s liability will be several and not joint and several. The Province may only claim payment from the Contractor of the Contractor’s proportionate share of the total liability based on degree of fault.
4. For purposes of this Schedule, the term “Contractor” shall include its subsidiaries, its associated and affiliated entities and their respective current and former partners, directors, officers, employees, agents and representatives. The provisions of this Schedule shall apply regardless of the form of Claim, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

Prior Approval of the Province Required

5. Despite any other provision in Schedule A and without limiting sections 3.7 and 13.10(a) of this Agreement, the Contractor must not, without the express prior written approval of the Province, do anything in relation to the performance of the Contractor’s obligations under this Agreement that would bind the Province to any legal obligations with another party, incur expenses on behalf of the Province or commit or purport to commit the Province to pay any money.

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.

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 (with the exception of mobile phones):

- (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.

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.

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) promptly 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)

- (c) 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.

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

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

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

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars

of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

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

Referenced documents

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

Survival

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

Schedule H – Tax Verification Schedule

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

Schedule I – COVID-19 RIDER

1. During the engagement, each party shall keep the other party reasonably informed of any events which:
 - i. relate to the notifying party and the COVID-19 situation;
 - ii. are not existing or reasonably foreseeable at the date of this agreement; and
 - iii. which will materially and adversely affect the notifying party's ability to perform its obligations under the engagement.
2. Each party will implement mitigation measures to enable the Services to be performed so far as reasonably practicable in the circumstances, including:
 - i. reducing travel (particularly international travel) and in-person meetings to the minimum necessary level;
 - ii. at the party's premises, implementing such infection control procedures as are recommended or required by official bodies in the applicable location;
 - iii. implementing internal corporate policies which permit and encourage individual remote working, and technical systems to enable individual remote working; and
 - iv. implementing telepresence, audio conference, videoconference, and other systems for collaborative working.

If, as a result of the global COVID-19 virus situation, performance by a party of its obligations under the engagement are rendered impossible or impracticable, the time for performance of such obligations shall be extended by such period as is reasonable in the circumstances, PROVIDED THAT the party in question is complying, and continues to comply, with its obligations pursuant to paragraphs 1 and 2 above.



Ministry Contract Award Review and Approval Process

Branch: EMBC

eAPPROVAL: 11903

Contractor: KPMG LLP
ATEMB2020077

Total Potential Value: \$500,000.00

STOB: 60

New Contract Value: \$500,000.00

Immediate – Sept 30, 2020

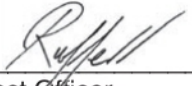
Review Comments:

- 202 – Direct Award – Emergency
- Contractor will provide logistical support for securing supply of essential items, deploying the Emergency Operations Centre and Provincial Regional Emergency Operations Centre, and develop a virtual command center

Options to renew are not approved under this CAR

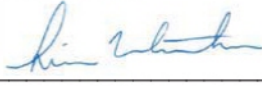
Approval: X Yes ☐ No

Reviewed By:


Evan Ruffell, Contract Officer

2020-04-09

Date


Simon Matthews, Manager of Procurement
And Compliance

April 9, 2020




Date

Ministry of Attorney General and Public Safety and Solicitor General
Contract Approval Request 2019-2020

AG ☐ SG ☒

Branch:	Emergency Management BC	eApproval#:	11903	
Contractor Name:	KPMG LLP	Contract #:	ATEMB2020077	
Initial Contract Value (A):	\$500,000	IM/IT Contract ? No	Amendment #	
Sum of previous amendments (B):	\$0	STOB	60	RC
Amendment value (C):	\$0	Branch budget for this STOB	\$	
Contract Aggregate (A+B+C):	\$500,000	Hourly rate(s):	\$	
Renewal Options	Yes	PGO Exclusion Code #	100	
Contract Aggregate if options are used	\$	PGO PO Class/Description	C	
Initial Contract Term	From: Immediate		To: Sept 30, 2020	
Amendment Term (for the current amendment only)	From:		To:	
Description of goods/services required:				
<ol style="list-style-type: none"> 1. Mobilize and secure supply of essential items; <ol style="list-style-type: none"> a. Mobilize local assembly of medical supplies; b. Coordinate efforts between the Province and other agencies to support provincial healthcare needs; c. Establish supply channels through importing finished product; d. Financial/demand-side/supply-side modelling and analysis; e. Program management and coordination; 2. Scale capacity to deploy the Emergency Operations Centre and Provincial Regional Emergency Operations Centre; and, 3. Develop a virtual command center for provincial decision-making. 				
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:		202 – Direct Award - Emergency		
Why could staff resources or other ministries in government not fill this need?				
Government resources are already responding to the COVID-19 crisis and do not have the capacity to take on additional work of such scale.				
Implications if not approved:				
Government will not be able to: plan, allocate and distribute supplies critical to healthcare institutions; distribution/activation of essential resources; or, have a mechanism to predict supply needs by region/location bed capacity overages, allowing on-the-ground staff to proactively be informed of supply shortages and make key decisions/actions.				

Approvals:

	Name	Signature	Date
Branch ADM (or equivalent)	Alex Chandler		3-27-2020
Manager of Procurement & Compliance	Simon Matthews		April 9, 2020
Deputy Minister	Lori Halls		April 14, 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 type="checkbox"/>	DIRECT AWARD (Direct Award Justification form 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)
--	--

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?

This contract is required in response to COVID-19 to secure essential supplies, obtain additional resources in emergency operating/coordinating centres and enable a virtual command centre for provincial decision-making.

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.

CONTRACTOR NAME	KPMG LLP	INITIAL CONTRACT VALUE	\$500,000
AMENDMENT?	No	TOTAL AMENDED VALUE	
		INITIAL TERM	Mar./20 – Sep. 30/20
SERVICES PROVIDED		AMENDED TERM	

<input checked="" type="checkbox"/>	CHOOSE ONE PROCUREMENT PROCESS CODE THAT BEST APPLIES TO THIS DIRECT AWARD EXCEPTION
<input type="checkbox"/>	200 – PUBLIC SECTOR ORGANIZATION 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"/>	201 – SOLE SOURCE 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"/>	202 – EMERGENCY 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"/>	203 – SECURITY, ORDER, ETC 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"/>	204 – CONFIDENTIALITY 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"/>	205 – NOTICE OF INTENT (No substantiated objections) 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"/>	206 – PERMITTED UNDER ANOTHER CORPORATE POLICY OR LEGISLATION 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.
STOB 80 contract or agreement that is directly awarded in accordance with CPPM 4.3.14.9	
<input type="checkbox"/>	208 – SHARED COST ARRANGEMENT (FINANCIAL ASSISTANCE) 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"/>	209 – SHARED COST ARRANGEMENT (COMPETITIVE SELECTION PROCESS NOT APPROPRIATE) 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)

KPMG LLP is in a unique position to provide support to the Province to respond to COVID-19 through their experience in sourcing critical health related supplies from unconventional sources in China through their contract with Vancouver Coastal Health where they were successfully leveraged their global business network to secure critical personal protective equipment for that health authority. In addition, KPMG successfully brought together a large number of BC businesses within a week to retool their production capability to prototype a reusable isolation gown for front line health care workers which will start production shortly. Their proven success in fostering local innovation extremely quickly and in securing critical supplies from Asian markets despite intense global demand for these products, all directly for BC specific COVID-19 response, puts KPMG in a unique position to provide those same services to the Province.



Contract Manager Signature

Print Name Leon Gaber



ADM (or equivalent) Approval Signature

Print Name Alexander Chandler

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is dated for reference May 7, 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:

KPMG LLP
777 Dunsmuir Street
Vancouver BC V7Y 1K3
(the "Contractor")

BACKGROUND

- A. The Parties entered into an agreement numbered ATEMB2020077 dated for reference March 26, 2020 (the "Agreement").
- B. The Parties have agreed to modify the Agreement.

AGREEMENT

The Parties agree as follows:

- 1. The Maximum Amount of Schedule B is increased by \$500,000, from \$500,000 to \$1,000,000.
- 2. Schedule H – Tax Verification Schedule is removed.
- 3. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED

on the 8 day of May, 2020 on
behalf of the Province by its duly authorized
representative

Signature:



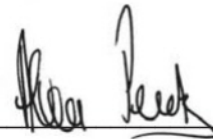
Print name:

Lori Halls

SIGNED AND DELIVERED

on the 7 day of May, 2020 by
or on behalf of the Contractor (or by its authorized
signatory or signatories if the Contractor is a
corporation)

Signature(s):



Print name(s):

Alan Peretz

Supplier Type: All
Payment Start Date: 15-MAR-20
Payment End Date: 01-AUG-20

Supplier: KPMG LLP
Number: 044422

Site: 001
Address: T4348, TORONTO, ON, M5W7A6

Account Name	Payment Number	Payment Date	Payment Currency	Payment Amount	Functional Amount	Void Date	
352 EFT Gene	10409087	25-MAR-20	CAD	3,906.00	3,906.00		
Invoice Number		Invoice Date	Invoice Currency	Invoice Amount		Amount Paid	
8002969009		19-MAR-20	CAD	3,906.00		3,906.00	
352 CHQ Gene	18556252	19-JUN-20	CAD	101,121.64	101,121.64		
Invoice Number		Invoice Date	Invoice Currency	Invoice Amount		Amount Paid	
8003119438		10-JUN-20	CAD	101,121.64		101,121.64	
352 EFT Gene	11236340	21-JUL-20	CAD	525,000.00	525,000.00		
Invoice Number		Invoice Date	Invoice Currency	Invoice Amount		Amount Paid	
8003119443		10-JUN-20	CAD	525,000.00		525,000.00	

Site Total: 630,027.64

Site: 010
Address: 900-777 DUNSMUIR ST, VANCOUVER, BC, V7Y1K3

Account Name	Payment Number	Payment Date	Payment Currency	Payment Amount	Functional Amount	Void Date	
352 EFT Gene	10397124	19-MAR-20	CAD	11,025.00	11,025.00		
Invoice Number		Invoice Date	Invoice Currency	Invoice Amount		Amount Paid	
8002954316		10-MAR-20	CAD	11,025.00		11,025.00	
352 EFT Gene	10883872	12-MAY-20	CAD	11,025.00	11,025.00		
Invoice Number		Invoice Date	Invoice Currency	Invoice Amount		Amount Paid	
8003053548		01-MAY-20	CAD	11,025.00		11,025.00	
352 EFT Gene	10985665	22-MAY-20	CAD	11,025.00	11,025.00		
Invoice Number		Invoice Date	Invoice Currency	Invoice Amount		Amount Paid	
8002997326		01-APR-20	CAD	11,025.00		11,025.00	
352 EFT Gene	11119319	15-JUN-20	CAD	11,025.00	11,025.00		

Supplier Type: All
Payment Start Date: 15-MAR-20
Payment End Date: 01-AUG-20

Supplier: KPMG LLP
Number: 044422

Site: 010
Address: 900-777 DUNSMUIR ST, VANCOUVER, BC, V7Y1K3

Account Name	Payment Number	Payment Date	Payment Currency	Payment Amount	Functional Amount	Void Date	
352 EFT Gene	11119319	15-JUN-20	CAD	11,025.00	11,025.00		
Invoice Number		Invoice Date		Invoice Currency		Invoice Amount	Amount Paid
8003104389		01-JUN-20		CAD		11,025.00	11,025.00
352 EFT Gene	11135056	17-JUN-20	CAD	424,669.87	424,669.87		
Invoice Number		Invoice Date		Invoice Currency		Invoice Amount	Amount Paid
8003023518		16-APR-20		CAD		144,994.50	144,994.50
8003067430		11-MAY-20		CAD		279,675.37	279,675.37
352 EFT Gene	11195252	06-JUL-20	CAD	34,650.00	34,650.00		
Invoice Number		Invoice Date		Invoice Currency		Invoice Amount	Amount Paid
8003125511		15-JUN-20		CAD		34,650.00	34,650.00
352 EFT Gene	11219994	15-JUL-20	CAD	11,025.00	11,025.00		
Invoice Number		Invoice Date		Invoice Currency		Invoice Amount	Amount Paid
8003149874		01-JUL-20		CAD		11,025.00	11,025.00

Site Total: 514,444.87

Site: 015
Address: 11TH FLOOR, VANCOUVER, BC, V7Y1K3

Account Name	Payment Number	Payment Date	Payment Currency	Payment Amount	Functional Amount	Void Date	
352 EFT Gene	10488134	06-MAY-20	CAD	100,330.13	100,330.13		
Invoice Number		Invoice Date		Invoice Currency		Invoice Amount	Amount Paid
8003023516		16-APR-20		CAD		100,330.13	100,330.13

Site Total: 100,330.13

Supplier Total: 1,244,802.64

Supplier Payment History Report

Supplier Type: All
Payment Start Date: 15-MAR-20
Payment End Date: 01-AUG-20

Report Total: =====
1,244,802.64

*** End of Report ***



KPMG LLP
Pacific Centre
777 Dunsmuir Street, P.O. Box 10426
Vancouver, BC V7Y 1K3

Payment Address:
KPMG LLP, T4348
P.O. Box 4348, Station A
Toronto, ON M5W 7A6

April 16, 2020

Emergency Management BC
PO Box PO BOX 927
Stn Prov Govt, BC
ATTN: Leon Gaber

Invoice : 8003023516
Reference : 2001182245
Client : 1002461678
Contact : Jesse Xin
Telephone : (604) 646-6378
Email : jessexin@kpmg.ca

For Professional Services related to the COVID-19 Emergency Supply Chain SOW.
Contract No.: ATEMB2020077

Our Fee	\$	95,552.50	CAD
	\$	95,552.50	CAD
GST		4,777.63	
Amount Due	\$	100,330.13	CAD

RECEIPT # 117683 SS
MAY 1, 2020

Payment is due upon receipt

GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6
Please return remittance advice with cheque.

CAD Wire Payments: Beneficiary: KPMG LLP
Bank Details: TD Canada Trust, 55 King St. West, Toronto, ON M5K 1A2, Bank # 004, Transit # 10252,
Account # 0938281, Swift Code TDOMCATTTOR
Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

Invoice No: 8003023516 **Reference:** 2001182245 **Client:** 1002461678 **Amount:** \$ 100,330.13 CAD



SUPPLEMENTARY SCHEDULE
ENGAGEMENT #2001182245 INVOICE #8003023516
CLIENT #1002461678

For Professional Services rendered 1st April - 3rd April, 2020

Resource Level	Hours	Rate	Total
Partner	22.0	\$ 425	\$ 9,350.00
SME/Management	126.5	\$ 325	\$ 41,112.50
Consultant	250.5	\$ 180	\$ 45,090.00
Total Fees:			\$ 95,552.50



KPMG LLP
Pacific Centre
777 Dunsmuir Street, P.O. Box 10426
Vancouver, BC V7Y 1K3

Payment Address:
KPMG LLP, T4348
P.O. Box 4348, Station A
Toronto, ON M5W 7A6

June 10, 2020

Emergency Management BC
Block A - 2261 Keating Cross Road
Suite 200
Saanichton, BC V8M 2A5
ATTN: Leon Gaber

Invoice : 8003119443
Reference : 2001182245
Client : 1002461678
Contact : Jameel Ahamed
Telephone : (604) 691-3501
Email : jahamed@kpmg.ca

For Professional Services for the period 1 May - 31 May, 2020 related to the COVID-19
Emergency Supply Chain SOW. Contract No.: ATEMB2020077
• Total amount for period 1 May - 31 May: \$69,830
• Amount incurred in April carried forward to May pending change request: \$430,170

Our Fee	\$	500,000.00	CAD
	\$	500,000.00	CAD
GST		25,000.00	
Amount Due	\$	525,000.00	CAD

RECEIPT NO. 119140
DATE JUL 15/20
CJ

Payment is due upon receipt

GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6
Please return remittance advice with cheque.

CAD Wire Payments: Beneficiary: KPMG LLP
Bank Details: TD Canada Trust, 55 King St. West, Toronto, ON M5K 1A2, Bank # 004, Transit # 10252,
Account # 0938281, Swift Code TDOMCATTTOR
Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

Invoice No: 8003119443 **Reference:** 2001182245 **Client:** 1002461678 **Amount:** \$ 525,000.00 CAD

EMBC Sourcing Support / Provincial Supply Chain Coordination Unit

1) Supporting Schedule - Detailed breakdown of hours by resource by day (May 1 - 31)

Ref.	Name	Resourcing Level	5/1/2020	5/4/2020	5/5/2020	5/6/2020	5/7/2020	5/8/2020	Billable Hours Total
4	Jameel Ahamed	Partner		1.00	1.00	1.00			3.00
5	Ken Su	Partner	2.50	1.25	1.50	1.30			6.55
7	Fabio Rodrigues	Management and SMEs	4.50	5.00	5.00				14.50
8	Jesse Xin	Management and SMEs	7.50	7.50	7.50	7.50			30.00
11	Valerie Lukac	Management and SMEs	7.50	7.50	7.50	7.50			30.00
13	Aaron Sim	Consultant	7.50	7.50	7.50	7.50			30.00
14	Amir Hemani	Consultant	6.00	7.50	7.50	7.25			28.25
18	Bryce Shoemaker	Consultant	3.50	3.50	4.50	3.50			15.00
22	Fernando Del Villar	Consultant	7.50	7.50	7.50	7.50			30.00
26	James Busby	Consultant	4.00	4.00	3.50	4.00			15.50
30	Kiran Kurian	Consultant	7.50	7.50	7.50	7.50			30.00
31	Linda Huang	Consultant	7.50	3.50	4.00				15.00
37	Sasha McKee	Consultant	7.50	7.50	7.50	7.50			30.00
38	Sya Trafford	Consultant	7.50	7.50	7.50	5.13			27.63
40	Yuki Lee	Consultant	7.50	1.00		1.00			9.50
Total Hours			88.00	79.25	79.50	68.18	-	-	314.93
Total Dollars			19,280.00	17,716.25	17,822.50	15,011.25	-	-	69,830.00



KPMG LLP
Pacific Centre
777 Dunsmuir Street, P.O. Box 10426
Vancouver, BC V7Y 1K3

Payment Address:
KPMG LLP, T4348
P.O. Box 4348, Station A
Toronto, ON M5W 7A6

April 16, 2020

Emergency Management BC
PO Box PO BOX 927
Stn Prov Govt, BC
ATTN: Leon Gaber

Invoice : 8003023518
Reference : 2001182245
Client : 1002461678
Contact : Jesse Xin
Telephone : (604) 646-6378
Email : jessexin@kpmg.ca

For Professional Services related to the COVID-19 Emergency Supply Chain SOW.
Contract No.: ATEMB2020077

Our Fee	\$	138,090.00	CAD
	\$	138,090.00	CAD
GST		6,904.50	
Amount Due	\$	144,994.50	CAD

RECEIPT NO, 118440
DATE JUNE 12,2020
CJ

Payment is due upon receipt

GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6
Please return remittance advice with cheque.

CAD Wire Payments: Beneficiary: KPMG LLP
Bank Details: TD Canada Trust, 55 King St. West, Toronto, ON M5K 1A2, Bank # 004, Transit # 10252,
Account # 0938281, Swift Code TDOMCATTOR
Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

Invoice No: 8003023518 **Reference:** 2001182245 **Client:** 1002461678 **Amount:** \$ 144,994.50 CAD

EMBC Sourcing Support / Provincial Supply Chain Coordination Unit

1) Supporting Schedule - Detailed breakdown of hours by resource by day (March 23 - 31)

Ref.	Name	Resourcing Level	3/23/2020	3/24/2020	3/25/2020	3/26/2020	3/27/2020	3/28/2020	3/29/2020	3/30/2020	3/31/2020	Billable Hours Total
1	Aaron Sim	Consultant			7.50	7.50	7.50	7.50	7.50	7.50	7.50	52.50
2	Amir Hemani	Consultant					7.50	4.25	5.50	7.50	7.50	32.25
3	Arash Shadkam	Consultant								4.00	4.00	8.00
4	Atlas Quan	Consultant						7.50	7.50	3.50	3.50	22.00
7	Cio Ellorin	Consultant					4.50	6.00	3.00	5.00	4.50	23.00
8	Claudia Li	Consultant					3.00	7.50	7.50	7.50	7.50	33.00
9	Divya Balla	Consultant						-	-	7.50	7.50	15.00
10	Fabio Rodrigues	Management and SMEs								5.00	3.50	8.50
11	Fernando Del Villar	Consultant					1.00	4.00	4.00	7.50	7.50	24.00
13	James Busby	Consultant					7.50	5.00	5.00	5.50	3.50	26.50
14	Jesse Xin	Management and SMEs		2.00	1.00	7.50	6.50	7.50	7.50		7.50	39.50
15	Jonathan Ho	Consultant					-	-	-	7.50	7.50	15.00
16	Kenneth Huang	Consultant					0.50	7.50	7.50	7.50	7.50	30.50
18	Kristen Pavey	Admin Support	2.00		2.00					1.00		5.00
19	Linda Huang	Consultant						1.00	1.00		7.50	9.50
20	Michael Simion	Consultant						6.00	6.00			12.00
21	Ozge Uncu	Management and SMEs				3.00	3.00	3.00	3.00	7.50	7.50	27.00
22	Rajvind Aujla	Consultant					3.00			7.50	7.50	18.00
23	Sachin Kumar	Management and SMEs						7.50	7.50	7.50	7.50	30.00
25	Sya Trafford	Consultant			7.50	7.50	7.50	5.00	5.00	7.50	7.50	47.50
26	Valerie Lukac	Management and SMEs		5.00	7.50	7.50	7.50	7.50	7.50	7.50	7.50	57.50
27	Vishal Channe	Management and SMEs						4.00	5.00	7.50	7.50	24.00
29	Yuki Lee	Consultant			2.50	4.50	4.00	2.00	1.50	4.50	6.50	25.50
30	Alan Peretz	Partner								4.00	4.00	8.00
31	Jameel Ahamed	Partner								3.50	3.00	6.50
Total Hours			2.00	7.00	28.00	37.50	63.00	92.75	91.50	133.50	145.00	600.25
Total Dollars			140.00	2,275.00	6,052.50	9,360.00	13,805.00	20,972.50	20,892.50	30,832.50	33,760.00	138,090.00



KPMG LLP
Pacific Centre
777 Dunsmuir Street, P.O. Box 10426
Vancouver, BC V7Y 1K3

Payment Address:
KPMG LLP, T4348
P.O. Box 4348, Station A
Toronto, ON M5W 7A6

May 11, 2020

Emergency Management BC
Block A - 2261 Keating Cross Road
Suite 200
Saanichton, BC V8M 2A5
ATTN: Leon Gaber

Invoice : 8003067430
Reference : 2001182245
Client : 1002461678
Contact : Jameel Ahamed
Telephone : (604) 691-3501
Email : jahamed@kpmg.ca

For Professional Services for the period 1 April - 30 April, 2020 related to the COVID-19
Emergency Supply Chain SOW.
Contract No.: ATEMB2020077

- Total amount for period 1 April - 30 April: \$792,080.00
- Amount incurred in April carried forward to May pending change request: \$430,170
- Amount due for April: \$361,910.00

Our Fee	\$	361,910.00	CAD
GST		18,095.50	
Subtotal	\$	380,005.50	CAD

April payment received from EMBC on May 8th 2020: \$100,330.13

PLEASE PAY AMOUNT DUE FOR BALANCE OF APRIL: \$279,675.37

RECEIPT NO. 118442
DATE JUNE 12, 2020
CJ

Credit for payment
\$ **100,330.13** CAD

Balance Due
\$ **279,675.37** CAD

Fees **\$266,357.50** CAD
GST \$13,317.87 CAD

Payment is due upon receipt

GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6
Please return remittance advice with cheque.

CAD Wire Payments: Beneficiary: KPMG LLP
Bank Details: TD Canada Trust, 55 King St. West, Toronto, ON M5K 1A2, Bank # 004, Transit # 10252,
Account # 0938281, Swift Code TDOMCATTOR
Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

Invoice No: 8003067430 **Reference:** 2001182245 **Client:** 1002461678 **Amount:** \$ 279,675.37 CAD

EMBC Sourcing Support / Provincial Supply Chain Coordination Unit

1) Supporting Schedule - Detailed breakdown of hours by resource by day (April 1 - 30)

Ref.	Name	Resourcing Level	Bilable																												
			4/1/2020	4/2/2020	4/3/2020	4/4/2020	4/5/2020	4/6/2020	4/7/2020	4/8/2020	4/9/2020	4/10/2020	4/11/2020	4/13/2020	4/14/2020	4/15/2020	4/16/2020	4/17/2020	4/20/2020	4/21/2020	4/22/2020	4/23/2020	4/24/2020	4/25/2020	4/27/2020	4/28/2020	4/29/2020	4/30/2020	Hours Total		
2	Lyndon Fung	Partner	3.00	2.50	1.25		0.50	3.00	1.00							0.20														11.45	
4	Ken Su	Partner	3.25	4.50	4.25	2.20	0.25	3.75	4.25	5.60	5.10	3.10	1.25	3.50	4.25	3.75	4.50	4.75	5.20	5.80	6.25	4.75	5.50	1.50						87.25	
5	Alan Peretz	Partner	4.00	3.00	3.00			2.00	5.00	5.00	5.00			4.00	4.00	4.00	4.00	2.50	1.00	1.00	1.00	3.00	1.50		1.00	2.50	1.00	3.00		60.50	
6	Jameel Ahamed	Partner	3.00	3.00	6.00			2.00	5.00	5.00	5.00			4.00	4.00	4.00	4.00	2.50	1.00	2.00	3.00	1.00	0.50		1.00	2.00	2.00	2.00		62.00	
7	Valerie Lukac	Management and SMEs	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		157.50	
8	Jesse Xin	Management and SMEs	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		157.50	
9	Fabio Rodrigues	Management and SMEs	4.50	4.50	5.00			7.50	7.50	7.50	7.50			7.50	7.50	5.50	7.50	5.50	6.50	7.50	5.50	5.50	5.00		4.50	4.50	2.50	3.00		122.00	
10	Fernando Del Villar	Consultant	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		157.50	
11	Rajvind Aujla	Consultant	4.00	4.00	4.00			4.00	4.00	4.00	7.50			7.50	4.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		133.50	
12	Yuki Lee	Consultant	6.50	5.50	6.50			6.50	6.00	7.00	7.50			5.50	7.00	7.50	4.50	5.50	0.50	0.50	3.50	3.50	3.50		3.50	3.00	5.00	7.50		106.00	
13	Sya Trafford	Consultant	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		157.50	
14	James Busby	Consultant	5.50	5.00	5.50			7.50	6.00	5.00	5.50			6.00	7.50	5.00	4.50	5.00	5.50	4.50	4.50	5.00	4.50		4.50	4.00	4.00	4.50		109.00	
15	Aaron Sim	Consultant	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		157.50	
16	Amir Hemani	Consultant	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	7.50	7.50	7.50	5.50	6.50	7.00	7.00	6.00	5.50		5.50	7.50	7.50	7.50	7.50		148.00
17	Linda Huang	Consultant	7.50	7.50	7.50			7.50	7.50	7.50	7.50				7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50			7.50	7.50	7.50	7.50		127.50
18	Brandon Iwanczuk	Consultant						1.50	5.50	7.50	7.50			7.50	7.50	7.50	7.00	7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		126.50	
19	Kiran Kurian	Consultant						4.00	7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		131.50	
20	Sasha McKee	Consultant						5.00			7.50			7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		117.50	
21	Bryce Shoemaker	Consultant								0.75	2.50			2.50	3.50	5.00	5.00	5.00	4.00	1.50	4.50	3.50	4.50		4.00	4.00	4.00	4.50		58.75	
22	Ozge Uncu	Management and SMEs	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50	4.00	4.00	7.50	4.00	4.00		3.00	3.00	3.00	3.00		125.50	
23	Sachin Kumar	Management and SMEs	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	-	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50		4.00	4.00	4.00	4.00		136.00	
24	Vishal Channe	Management and SMEs	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	4.00	7.50	7.50	6.00	7.50	4.00	2.00										98.50
25	Arash Shadkam	Consultant	4.00	4.00	3.00			4.00	4.00	3.00	0.50			4.00	4.00	4.00	4.00	3.00	4.00												45.50
26	Jonathan Ho	Consultant	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50									120.00
27	Divya Balla	Consultant	7.50	7.50	7.50			7.50	7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50								127.50
28	Atlas Quan	Consultant	3.50	3.50	3.50			3.50	5.50	6.00	7.50			7.50	7.50	7.50	7.50	7.50	1.50	0.50	0.50	0.50	0.50								74.00
29	Harry Yau	Consultant							7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50	7.50	3.75	3.75	3.75	1.00		1.00	3.75	3.75				88.25
30	Will Thompson	Consultant							7.50																						7.50
31	Cio Ellorin	Consultant						4.00	7.50	7.50	7.50			2.50	2.50	2.50	2.50	2.50													39.00
32	Claudia Li	Consultant	7.50	2.50				3.00	7.50	7.50	7.50			2.00	2.00	4.00	4.00	3.00	7.50	7.50											65.50
33	Kenneth Huang	Consultant	7.50	7.50				7.50	7.50	7.50	7.50			7.50	7.50				7.50			7.50									75.00
34	Kristen Pavey	Admin Support						1.00	2.00	2.00	3.00				2.00																10.00
36	Ross Ryken	Consultant													7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		97.50	
37	Zac Rodrigo	Consultant												0.50	2.50	6.00	7.50	7.50	5.50	5.75	5.00	4.50	5.50		6.50	7.50	6.50	7.50		78.25	
38	Michael Ma	Consultant												4.50	4.50	4.50	4.50	4.50	2.00	2.00	3.00	3.00	4.50		7.50	7.50	7.50	7.50		67.00	
39	Gabriela Passano	Consultant						2.50																							2.50
40	Govine Shode	Consultant		7.50	7.50																										15.00
41	Jane Li	Consultant			2.00																										2.00
Total Hours			146.25	147.00	141.50	2.20	0.75	162.25	190.75	185.85	191.60	3.10	1.25	181.50	191.25	198.25	198.70	190.25	182.20	162.30	154.50	160.50	143.50	1.50	121.00	135.75	133.25	136.50		3,463.45	
Total Dollars			35,661.25	35,735.00	35,185.00	935.00	318.75	38,253.75	44,376.25	43,580.00	44,382.50	1,317.50	531.25	42,012.50	42,136.25	44,798.75	45,402.50	42,651.25	40,432.50	36,880.00	35,758.75	35,673.75	32,235.00	637.50	26,112.50	29,380.00	28,272.50	29,420.00		792,080.00	



Ministry Contract Award Review and Approval Process

Branch: EMBC

eAPPROVAL: 13247

Contractor: KPMG LLP
(ATEMB2020077)

Total Potential Value: \$1,000,000.00

STOB: 60

New Amendment Value: \$500,000.00

Apr 14, 2020 – Sept 30, 2020

Review Comments:

- 202 - Direct Award – Emergency
- Contractor will develop a virtual command center for provincial decision-making and assist in mobilizing and securing supply of essential items (related to EMBC COVID activities).

Options to renew are not approved under this CAR

Approval: X Yes ☐ No

Reviewed By:

Evan Ruffell, Contract Officer

2020-05-05

Date

Simon Matthews, Manager of Procurement
And Compliance

May 6, 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



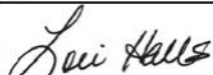
Location:
5th Floor – 910 Government St.
Victoria BC

Ministry of Attorney General and Public Safety and Solicitor General
Contract Approval Request 2019-2020

AG ☐ SG ☒

Branch:	Emergency Management BC	eApproval#: 13247	
Contractor Name:	KPMG LLP	Contract #:	ATEMB2020077
Initial Contract Value (A):	\$500,000	IM/IT Contract ? No	Amendment # 1
Sum of previous amendments (B):	\$0	STOB 60 RC	15K20 SL 12200
Amendment value (C):	\$500,000	Branch budget for this STOB	\$
Contract Aggregate (A+B+C):	\$1,000,000	Hourly rate(s):	\$
Renewal Options	Yes	PGO Exclusion Code #	100
Contract Aggregate if options are used	\$	PGO PO Class/Description	C
Initial Contract Term		From: April 14, 2020	To: September 30, 2020
Amendment Term (for the current amendment only)		From:	To:
Description of goods/services required:			
<ol style="list-style-type: none"> 1. Mobilize and secure supply of essential items; <ol style="list-style-type: none"> a. Mobilize local assembly of medical supplies; b. Coordinate efforts between the Province and other agencies to support provincial healthcare needs; c. Establish supply channels through importing finished product; d. Financial/demand-side/supply-side modelling and analysis; e. Program management and coordination; 2. Develop a virtual command center for provincial decision-making. 			
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:		202 – Direct Award - Emergency	
Why could staff resources or other ministries in government not fill this need?			
<p>KPMG LLP has significant expertise in global supply chains and been conducting filtering, vetting, business due diligence of the large number of potential leads for medical Personal Protective Equipment (PPE) that have come in through the Province's COVID-19 Supply Hub and from other various channels (including a team working directly in China). A plan has been developed to transition all work that KPMG LLP has been doing for the Province into the Public Service. Cross-government teams are currently being created to enable this transition.</p>			
Implications if not approved:			
<p>To date, the Province has received over 5,600 potential leads and KPMG LLP have contacted over 700 unique suppliers as part of their vetting process. This vetting process has resulted in 113 vetted leads being passed on the Provincial Health Services Authority (PHSA) to action. There is still a significant backlog of potential leads and between 75-100 new leads that are submitted to the Supply Hub daily. KPMG LLP have reached the maximum limit of the current contract of \$500K. In order to continue the vetting of potential leads for medical PPE through the Supply Hub, the contract needs to be increased by \$500K. Due to the continued shortage of medical PPE and the high demand by the health sector in the fight against COVID-19, it is critical that KPMG continue their work to vet potential leads coming into the Supply Hub for the PHSA to action.</p>			

Approvals:

	Name	Signature	Date
Branch ADM (or equivalent)	Alex Chandler		05-05-2020
Manager of Procurement & Compliance	Simon Matthews		May 6, 2020
Deputy Minister	Lori Halls		May 6, 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 form 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?

This contract is required in response to COVID-19 to secure essential supplies, obtain additional resources in emergency operating/coordinating centres and enable a virtual command centre for provincial decision-making.

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.

CONTRACTOR NAME	KPMG LLP	INITIAL CONTRACT VALUE	\$500,000
AMENDMENT?	No	TOTAL AMENDED VALUE	
		INITIAL TERM	Mar./20 – Sep. 30/20
SERVICES PROVIDED		AMENDED TERM	

<input checked="" type="checkbox"/>	CHOOSE ONE PROCUREMENT PROCESS CODE THAT BEST APPLIES TO THIS DIRECT AWARD EXCEPTION
<input type="checkbox"/>	200 – PUBLIC SECTOR ORGANIZATION 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"/>	201 – SOLE SOURCE 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"/>	202 – EMERGENCY 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"/>	203 – SECURITY, ORDER, ETC 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"/>	204 – CONFIDENTIALITY 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"/>	205 – NOTICE OF INTENT (No substantiated objections) 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"/>	206 – PERMITTED UNDER ANOTHER CORPORATE POLICY OR LEGISLATION 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.
STOB 80 contract or agreement that is directly awarded in accordance with CPPM 4.3.14.9	
<input type="checkbox"/>	208 – SHARED COST ARRANGEMENT (FINANCIAL ASSISTANCE) 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"/>	209 – SHARED COST ARRANGEMENT (COMPETITIVE SELECTION PROCESS NOT APPROPRIATE) 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)

KPMG LLP is in a unique position to provide support to the Province to respond to COVID-19 through their experience in sourcing critical health related supplies from unconventional sources in China through their contract with Vancouver Coastal Health where they were successfully leveraged their global business network to secure critical personal protective equipment for that health authority. In addition, KPMG successfully brought together a large number of BC businesses within a week to retool their production capability to prototype a reusable isolation gown for front line health care workers which will start production shortly. Their proven success in fostering local innovation extremely quickly and in securing critical supplies from Asian markets despite intense global demand for these products, all directly for BC specific COVID-19 response, puts KPMG in a unique position to provide those same services to the Province.



Contract Manager Signature

Leon Gaber

Print Name



ADM (or equivalent) Approval Signature

Alexander Chandler

Print Name