

**COMPLETE ONLY FOR NEW TRANSFERS**

The purpose of the Government Transfer Review Form (GTRF) is to ensure that all transfers are appropriately approved, documented, and structured.

<b>Ministry:</b>	Jobs, Economic Development and Competitiveness
<b>Program/Division:</b>	Technology, Connectivity and Distributed Growth
<b>Program Contact:</b>	Maija Duffy
<b>Legal Name of Recipient:</b>	The Alacrity Foundation
<b>Contract Number*:</b>	SCA21AFBC02
<b>Date:</b>	October 22, 2020

\*Only for STOB 80 contracts

<b>Transfer Type:</b>		
<input type="checkbox"/> Grants (STOB 77)	<input type="checkbox"/> Entitlement (STOB 79)	<input checked="" type="checkbox"/> Shared Cost Agreement (STOB 80)

**NOTE:** A single GTRF can be completed for multiple payments resulting from a common purpose, if an appendix is attached providing details for the payments to each recipient.

**Approval Process:**

- The GTRF is completed by the Project Manager (if applicable) and approved by a Program Area Expense Authority who must complete and sign the GTRF (this document) **and** submit it to the Procurement Team ([procecon@gov.bc.ca](mailto:procecon@gov.bc.ca)).
- **Procurement Review:** The procurement team will review the transfer to attest that applicable procurement and contract management practices have been followed in accordance with the Core Policy and Procedures Manual.
- **Budget Review:** The budget team will review to ensure amounts have been forecasted, there is sufficient budget, and that applicable Treasury Board directives have been met.
- **CFO Review:** CFO review is also required to confirm that the above due diligence steps have been performed.

Further guidance related to government transfers can be found at the OCG-sponsored core policy and procedures manual site [here](#).

Financial Impact		
Term*	From: November 2, 2020	To: December 31, 2021
Total current fiscal impact on Ministry's budget*	\$2,000,000	
Total fiscal impact (if multi-year)	N/a	
If this is a new or multi-year STOB 80 agreement, has approval been received from the Secretary to Treasury Board (at a minimum)?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> <i>If yes, please attach the approval document.</i>	
If this is a STOB 80 Agreement are 100% of the costs provided at the outset of the agreement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> <i>If yes, please attach the approval document.</i>	
If this is a STOB 77 grant, has previous approval in writing been received from Treasury Board or the Chair of Treasury Board?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> <i>If yes, please attach the approval document.</i>	
Procurement process code (check one):	<input type="checkbox"/> 100 - Open Competitive Process <input type="checkbox"/> 200 - Direct Award – Public Sector <input checked="" type="checkbox"/> 208 - Direct Award – SCA – Financial Assistance <input type="checkbox"/> 209 - Direct Award – SCA	

\* Budget 2020 STOB 77, 79, and 80 allocations are maximum amounts

Additional Approvals (Authorization)	
Are there any additional approvals needed from either Cabinet or Treasury Board?	
<input type="checkbox"/> Legislation Name:	
<input type="checkbox"/> Regulation Name:	
<input checked="" type="checkbox"/> Discretionary:	TBS approval has been obtained – See attached

Background and Strategic Context
Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan?
<p>The government transfer is to deliver one of the Economic Recovery projects approved by TBS and announced in StrongerBC on September 17, 2020.</p> <p>This transfer to Alacrity Canada is to cover the tuition costs for BC small and medium sized businesses to participate in the Digital Marketing Bootcamp that will be offered virtually as an 8-week interactive micro-training program. It will provide an experiential learning experience designed by leading BC businesses in the digital marketing space. The program enables graduates to learn real world skills as practiced in business so they can increase the digital customer acquisition for their business and grow the customer base of local and new customers. This program is being delivered virtually province wide by Alacrity Canada. The program will be beneficial for BC companies that already have an online presence, have staff they want to direct to building on online platform (aka someone with digital literacy and</p>



technology savvy skills) and companies that provide these services that can expect a boom in business as retailers adjust to the new realities of a post COVID- 19 recovery environment.

Further, the content from the Digital Marketing Bootcamp will be made available through an online platform to BC businesses that do not participate in the virtual offering of the course. Access to the course will be free of charge for BC small business. This online offering will be self-directed and self-paced. The online course will maximize the number of businesses that can gain the knowledge and skills necessary to acquire customers and increase sales in the increasingly digital market place, especially during the pandemic.

**Transfer Recipient/Benefits**

Describe the scope or extent of benefits that would be created by the transfer and describe the nature of the client group that will benefit (seniors, community groups etc.)

This transfer will allow for qualifying BC businesses to participate in the Bootcamp. In particular, this transfer will benefit the small business community that has had to pivot to online sales amidst the COVID-19 pandemic providing them with skills to access the digital market place in during and post COVID-19.

Businesses participating in this program will experience direct increases in customer acquisition, as well as maintain work for their staff in order to avoid laying off more people.

**Identify Risks**

Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?

Risks to delivery are minimal as this program has been tested and delivered with great success, whereby participants gained employable skills and businesses participants demonstrated an increase in customer acquisition. The virtual version of this course was delivered over the summer and successfully wrapped up at the beginning of September.

A risk of having more interest than anticipated from BC businesses to attend the course will be mitigated by moving the content onto an online platform that will facilitate self-directed learning and will be made available to BC businesses free of charge.

A risk of not having enough interest is low, but will be mitigated by targeted promotional social media campaigns delivered by the Recipient as needed.

The major risk of not completing this transfer is that businesses in BC will continue to struggle and will have a more difficult time recovering from the COVID-19 pandemic.

**Evaluation and Monitoring**

How will you know whether the objectives of the transfer have been met? Do you have clearly established success criteria? Have you addressed performance targets or milestones that are required to be met and included



## Economy Sector

### Government Transfer Review Form (GTRF) NEW AGREEMENTS

a reporting requirement? Are there stipulations attached to the funding? If yes, who will monitor the performance on the stipulations?

Objectives of the transfer will be met when Alacrity Canada delivers the training to up to 2,500 businesses across BC. Success criteria will be based around a number of indicators such as:

1. Digital marketing knowledge prior to the course compared to after
2. Online sales prior to the course compared to after
3. Survey questions to participants around their preparedness and ability to access the global digital market place

Alacrity will also ensure that up to date content from the virtual offering is made available to BC businesses through an online platform which they will be able to access via BCeID.

Alacrity Canada will be responsible for providing JEDC a report at the end of each cohort with all of this information, as well as results to a follow up survey that will be sent to all participants six months post-graduation. Staff at the Planning and Innovation Branch will monitor this performance.

#### PROGRAM AREA APPROVAL

Maija Duffy

Contract Manager Name – printed

Contract Manager Signature

November 3, 2020

Date

Susan Stanford

Expense Authority Name – printed

Expense Authority Signature

November 5, 2020

Date

**NOTE:** sign and submit GTRF to the Procurement Team at: [procecon@gov.bc.ca](mailto:procecon@gov.bc.ca)

#### FINANCIAL SERVICES BRANCH REVIEWS



## Economy Sector

### Government Transfer Review Form (GTRF) NEW AGREEMENTS

DEREK COCKBURN  
Procurement Name – printed

[Signature] NOV 5/20  
Procurement Signature Date

CORRIG FEURADA  
Budget Manager Name – printed

SEE ATTACHED NOV 6/20  
Budget Manager Signature Date

Brian Oredkova  
CFO Name – printed

[Signature] November 6, 2020  
CFO Signature Date

**Cockburn, Derek P JEDC:EX**

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**From:** Ferreira, Corinne D JEDC:EX  
**Sent:** November 6, 2020 10:28 AM  
**To:** Cockburn, Derek P JEDC:EX  
**Subject:** RE: GTRF for your review and approval

APPROVED

Thanks !  
Corinne

Corinne Ferreira  
Manager, Financial Planning and Reporting  
Ministry of Jobs, Economic Development and Competitiveness  
Phone: 778-698-3372

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**From:** Cockburn, Derek P JEDC:EX <Derek.Cockburn@gov.bc.ca>  
**Sent:** November 6, 2020 8:02 AM  
**To:** Ferreira, Corinne D JEDC:EX <Corinne.Ferreira@gov.bc.ca>  
**Subject:** GTRF for your review and approval

Corinne,

GTRF for your review and approval.

Thanks,

Derek Cockburn CPA, CGA PCMP Cert.  
Manager Procurement and Financial Operations  
Supporting the Economy Sector Ministries (JEDC, LBR, MAH, TAC)  
(778) 698-4342



## CONTRACT COMMITMENT FORM

Date Contract/Amendment becomes Effective: **November 2, 2020**

Contract # **SCA21AFBC02**

Note: This Form must be forwarded to the Procurement & Contracts Team for review and sign-off **before** the contract is sent to the contractor. Section B, is only required for initial contracts, and section C is only required for amendments. Questions about this form can be directed to Procurement and Contract Management, [PROCECON@gov.bc.ca](mailto:PROCECON@gov.bc.ca).

☒ New Contract or Amendment ☐ # - contract has Increased / <Decreased> by: (leave blank if unchanged)

### A. Branch Action

Branch/Division: Planning and Innovation	Contract Manager: Maija Duffy	Telephone: 778 698 8766
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### B. Initial Contracts only

Brief Project Description (this will be released under an FOI request):  
The Virtual Digital Marketing Bootcamp will provide BC businesses with the digital marketing tools and knowledge to reach local customers lost due to the pandemic and reach new customers in the market place to support the economic recovery efforts and future growth during and after the pandemic.

Mandatory to Select One Procurement Process (Select from drop down): Procurement Code descriptions Solicitation Number Mandatory to Select One AIT Exclusion (Select from drop down): AIT Code descriptions  
208 = Direct Award - Shared Cost Arrangement (Financial A)

Is personal information being collected, accessed or created ☐ YES ☒ NO ☐ UNSURE  
If yes, complete the "Personal Information Requirement For Contracts" form and submit it to the Ministry Privacy Officer (MPO)

### C. Amendments only

Reason for amendment is (X): ☐ Change in deliverables ☐ Other (specify):

### D. Commitment

Contractor legal name: The Alacrity Foundation of BC Company registration #: Procurement team to complete

Doing business as (if different from above):

Address: 100-838 Fort Street, Victoria BC Postal code: V8W 18H

Phone: Email: [regli@alacritycanada.com](mailto:regli@alacritycanada.com) Contract Total Value (auto calculates from contract price fields): \$ 2,000,000.00

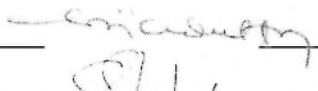
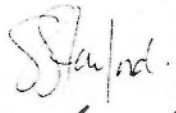
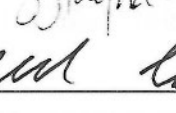
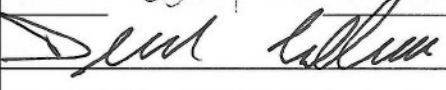
Term of Agreement: From: November 2, 2020 To: December 31, 2021 Renewal Option NO ☒ YES ☐

Fiscal Year	Contract Price	Client #	Responsibility Centre	Service Line	STOB* (descriptions)	Project Number
Fees 20/21	\$ 2,000,000.00	125-JEDC	51594	20491	8001	510X001

### E. Tax Verification Letter (TVL)

Does the TVL apply to this contract Yes ☐ No ☒

\* For contracts totaling \$100,000 and over

Contract Manager (CM):		Majja Duffy	11/03/2020
Expense Authority (EA):		Susan Stanford	11/05/2020
Branch Assistant Deputy Minister (ADM):		Susan Stanford	11/05/2020
Procurement Services Review:		Derek Cassin	NOV 5/20
Ministry Privacy Officer (MPO): ONLY required if yes or unsure ticked above			
Ministry Chief Information Officer (MCIO): ONLY required for STOB 63 contracts			
Executive Financial Officer (EFO): REQUIRED for STOB 60/61/63 direct award contracts			

\* For STOB 80 Contracts you **MUST** also complete a Government Transfer Review Form

#### G. DIRECT AWARD JUSTIFICATION

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition, and replace the instructions provided with the explanation that justifies the direct award. The justification must be kept on the contract folder file.

CODE	POLICY RE: DIRECT AWARDS	JUSTIFICATION/EXPLANATION
<input type="checkbox"/> 200	the contract is with another government organization (CPPM 6.3.3 (a) 1.)	Name the government organization
<input type="checkbox"/> 201	the ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods, services or construction (CPPM 6.3.3 (a) 1.)	Include the answers to these questions: What evidence do you have to support that only one contractor is qualified? e.g. expression of interest, no objection to an notice of intent. If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.
<input type="checkbox"/> 202	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.)	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award.
<input type="checkbox"/> 203	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.)	Explain why the competitive process would cause this interference.
<input type="checkbox"/> 204	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.)	Explain the risks of disclosing the confidential or privileged acquisition.

Note: your justification/explanation must clearly explain how and why the contract meets one of the exceptional conditions.

#### Code 208 - Shared Cost Agreement - Financial Assistance

The government transfer is to deliver one of the Economic Recovery projects approved by TBS and announced in StrongerBC on September 17, 2020. Treasury Board Staff has approved Alacrity Canada as the service delivery partner for this economic recovery initiative.

This transfer to Alacrity Canada is to cover the tuition costs for BC small and medium sized businesses to participate in the Digital Marketing Bootcamp that will be offered virtually as an 8-week interactive micro-training program. It will provide an experiential learning experience designed by leading BC businesses in the digital marketing space. The program enables graduates to learn real world skills as practiced in business so they can increase the digital customer acquisition for their business and grow the customer base of local and new customers. This program is being delivered virtually province wide by Alacrity Canada. The program will be beneficial for BC companies that already have an online presence, have staff they want to direct to building on online platform (aka someone with digital literacy and technology savvy skills) and companies that provide these services that can expect a boom in business as retailers adjust to the new realities of a post COVID- 19 recovery environment.

Further, the content from the Digital Marketing Bootcamp will be made available through an online platform to BC businesses that do not participate in the virtual offering of the course. Access to the course will be free of charge for BC small business. This online offering will be self-directed and self-paced. The online course will maximize the number of businesses that can gain the knowledge and skills necessary to acquire customers and increase sales in the increasingly digital market place, especially during the pandemic.

SEE TBS FOR FURTHER JUSTIFICATION



Agreement# SCA21AFBC02

**PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF JOBS, ECONOMIC DEVELOPMENT AND COMPETITIVENESS**

**SHARED COST ARRANGEMENT**

THIS SHARED COST ARRANGEMENT dated for reference the 2<sup>nd</sup> day of November, 2020.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the Minister of Jobs, Economic Development and Competitiveness

(the “Province”, “we”, “us” or “our” as applicable)

OF THE FIRST PART

**AND: THE ALACRITY FOUNDATION OF B.C.**  
#100-838 Fort St., Victoria  
B.C. V8W 1H8

(the “**Recipient**”)

OF THE SECOND PART

The Parties to this Agreement agree as follows:

**ARTICLE 1 – DEFINITIONS**

**1.01** In addition to other words and phrases defined herein, in this Agreement, unless the context requires otherwise, the following definitions apply:

- (a) “**Agreement**” means this Shared Cost Arrangement and any and all schedules attached hereto;
- (b) “**Deliverables**” means those Project deliverables, if any, set out in section 2.03 of Schedule “A”;
- (c) “**Effective Date**” means the effective date of this Agreement as set out in Schedule “A”;
- (d) “**Extension**” means any extension to or renewal of the Term of this Agreement as contemplated by and effected in accordance with section 1.02 of Schedule “A”;
- (e) “**Financial Contribution**” means any funds paid or payable by the Province to the Recipient under this Agreement and any allowable expenses associated with its provision of the Services, as more particularly described in Schedule “B”;
- (f) “**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act*;

- (g) **“Incorporated Materials”** means materials already in existence at the beginning of the Term, as well as materials that are created during the Term but not paid for with any portion of the Financial Contribution, that are incorporated or embedded in the Produced Materials by or on behalf of the Recipient, including by a Subcontractor;
- (h) **“Materials”** means, collectively, the Produced Materials and the Province Materials;
- (i) **“Maximum Amount”** means the maximum amount of the Financial Contribution payable by the Province to the Recipient under and in accordance with this Agreement, as set out in Schedule “B”;
- (j) **“Milestones”** means those Project milestones, if any, set out in section 2.03 of Schedule “A”;
- (k) **“Overpayment”** means any portion of the Financial Contribution, plus interest, provided by the Province to the Recipient that is: (i) not expended during the Term; (ii) expended on ineligible or disallowed expenditures pursuant to the terms of this Agreement; (iii) received by the Recipient after its eligibility for receiving the Financial Contribution has expired; (iv) paid based upon fraudulent, misleading or inaccurate information; (v) paid to the Recipient by mistake; or (vi) paid to the Recipient if the Recipient has not complied with the terms and conditions of this Agreement;
- (l) **“Participant”** means any individual who participates in or receives benefit from the Project;
- (m) **“Parties”** means the Province and the Recipient and **“Party”** means either the Province or the Recipient as the context requires;
- (n) **“Personal Information”** means recorded information about an identifiable individual, as defined in FOIPPA;
- (o) **“Produced Materials”** means any and all findings, data, working papers, policies, process documents, reports, surveys, spread sheets, evaluations, analyses, documents, data, software code, databases or other compilations of data, technology, curricula and training or other materials or records, both printed and electronic, whether complete or not, that are produced, received, compiled or otherwise acquired or provided by or on behalf of the Recipient as a direct result of this Agreement, but does not include any Incorporated Materials or Province Materials or any Personal Information contained in the Produced Materials that is required by the Recipient solely for its own administrative purposes;
- (p) **“Program”** means the program that is being supported and/or provided by the Province in relation to which the Financial Contribution is being made available to the Recipient, as may be set out in more detail in Schedule “A”;
- (q) **“Project”** means any project, initiative or other activity to be provided or supported by or on behalf of the Recipient utilizing all or any portion of the Financial Contribution in accordance with this Agreement;

- (r) **“Province Materials”** means any materials, data, or other information or records owned by the Province and/or provided by or on behalf of the Province to the Recipient in relation to this Agreement, including those materials identified in Schedule “T” (if attached);
- (s) **“Reports”** means those reports, if any, identified in section 2.04 of Schedule “A” and/or any other reports reasonably requested by the Province from time to time;
- (t) **“Requirements”** means, collectively, all Deliverables, Reports and/or Milestones required to be provided or met, as the case may be, by the Recipient in relation to its provision of the Services;
- (u) **“Services”** means all of the services and other activities to be provided, and any Requirements to be met, by or on behalf of the Recipient in association with its operation, delivery, performance, provisions, administration and/or support of the Project as more particularly described in Schedule “A”;
- (v) **“Subcontractor”** means a person described in section 14.02; and
- (w) **“Term”** means the duration of this Agreement as set out in Schedule “A”, including any Extension(s) and subject to earlier termination in accordance with this Agreement.

**1.02** Where appropriate in the context, the definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

## **ARTICLE 2 – PROVISION OF SERVICES AND PAYMENT OF FINANCIAL CONTRIBUTION**

- 2.01** The Recipient must perform and provide the Services during the Term in accordance with this Agreement.
- 2.02** Subject to the provisions of this Agreement, the Province will provide the Recipient with the Financial Contribution, not exceeding the Maximum Amount, in the amount and manner and at the times set out in Schedule “B”.
- 2.03** Notwithstanding any other provision of this Agreement, the payment of any funds comprising the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to:
  - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (“FAA”), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment;
  - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subsection (a) of this section; and
  - (c) the Province cancelling or materially altering the Program or reducing the appropriation or funding levels pertaining to or impacting upon the Services being provided by the Recipient.

**2.04** The Recipient must:

- (a) apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (collectively the “**Refund**”); and
- (b) upon receipt of the Refund, unless otherwise agreed by the Parties in writing, remit the Refund to the Province.

**2.05** In order to be eligible to receive, use, retain or expend all or any portion of the Financial Contribution, the Recipient must be, and must remain, not in default of any of its obligations under this Agreement and must submit all required Reports and any written statements of account, in a form satisfactory to the Province, both upon completion of the Services and at any other time(s) described in this Agreement or reasonably requested by the Province.**2.06** The Province may withhold from any payment due to the Recipient, including any portion of the Financial Contribution, an amount sufficient to indemnify the Province against any liens or other third-party claims that may arise in connection with the provision of the Services.**2.07** The Province may temporarily or permanently withhold from or set-off against any payment due to the Recipient, including any portion of the Financial Contribution, an amount sufficient to offset any Overpayments.**2.08** Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.**ARTICLE 3 – REPRESENTATIONS AND WARRANTIES****3.01** The Recipient represents and warrants to the Province, with the intent that the Province will rely thereon in entering into and performing this Agreement, that:

- (a) all information, statements, documents and Reports furnished or submitted by it to the Province in connection with this Agreement are, will be and will remain, true and correct;
- (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
- (c) it is not in breach of, or in default under, any law, statute or regulation, including those of Canada or of the Province of British Columbia, applicable to or binding on it or its operations; and
- (d) it has the legal capacity and authority to enter into this Agreement and to carry out the transactions, provide the Services and grant any licenses contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Recipient, and this Agreement has been legally and properly executed by the Recipient and is legally binding upon and enforceable against it.

**3.02** All statements contained in any certificate, application, proposal, Report or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.

- 3.03** All representations, warranties, covenants and agreements made herein and all certificates, applications, Reports or other documents delivered by or on behalf of the Recipient are material and have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

#### **ARTICLE 4 – RELATIONSHIP**

- 4.01** No partnership, joint venture, agency or other legal entity or relationship will be created by or will be deemed to be created by this Agreement or any actions of the Parties pursuant to this Agreement.
- 4.02** The Recipient will be an independent contractor and not be, nor will it claim or otherwise represent itself to be, the servant, employee, partner or agent of the Province.
- 4.03** The Recipient will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation without the prior written consent of the Province.
- 4.04** The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

#### **ARTICLE 5 – RECIPIENT'S OBLIGATIONS**

- 5.01** The Recipient will:
- (a) provide the Services in accordance with the terms of this Agreement during the Term and to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
  - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the appropriate use, application and expenditure of the Financial Contribution provided under this Agreement;
  - (c) comply with all applicable laws and regulations including, without limitation, the *Criminal Records Review Act*;
  - (d) hire and retain only qualified and competent staff and, if approved by the Province, Subcontractors;
  - (e) unless otherwise agreed in writing by the Parties, supply or obtain, at its own cost, all labour, facilities, equipment, materials, licenses and approvals necessary or advisable to carry out the Services;
  - (f) comply with the provisions of Schedule "H", if attached, and any instructions from time to time provided by, and co-operate with, the Province with respect to the making of any public announcements regarding the Services and the details of this Agreement;

- (g) acknowledge the Financial Contribution made to the Recipient by the Province in the manner directed by the Province or specified in Schedule “H”, if attached, as may be amended by the Province in its sole discretion from time to time;
- (h) comply with the Security Schedule, if attached as Schedule “G”, as may be amended by the Province in its sole discretion from time to time;
- (i) comply with the Personal Information and Privacy Schedule, as attached at Schedule “E”, as may be amended by the Province in its sole discretion from time to time; and
- (j) comply with the Criminal Records Checks Schedule, if attached as Schedule “F”, as may be amended by the Province in its sole discretion from time to time.

**5.02** Without limiting the generality of subsection 5.01(c), the Recipient 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 Recipient’s obligations under this Agreement, including the *Workers Compensation Act* or similar laws of other jurisdictions as applicable.

## **ARTICLE 6 – RECORDS**

**6.01** The Recipient will:

- (a) establish and maintain complete and accurate accounting and administrative records with respect to the Financial Contribution and its provision of the Services, in form and content satisfactory to the Province (and in an electronic format whenever possible);
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred for its provision of the Services, in form and content satisfactory to the Province (and in an electronic format whenever possible);
- (c) permit the Province, for contract monitoring and audit purposes, at any time or times during normal business hours, to enter any premises used by the Recipient or any Subcontractor to provide the Services or where Materials are kept, in order for the Province to copy or audit, or both, any or all of the books of account and other records (including original supporting documents) referred to in subsections (a) and (b) of this section; and
- (d) record and report statistics and other data in connection with the provision of the Services and the expenditure of the Financial Contribution, as identified in this Agreement or otherwise reasonably requested by the Province from time to time, in form and content satisfactory to the Province (and in an electronic format whenever possible).

**6.02** The Recipient must retain, and keep safe and in an organized condition (and in an electronic format whenever possible) all Materials, time records, books of account, invoices, receipts, vouchers and other records relevant to this Agreement until directed by the Province in writing to dispose of or deliver to the Province such information, and the Recipient will dispose of or deliver that information as specified in the direction.

**6.03** Upon the Province’s request, the Recipient will:

- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under or in relation to this Agreement; and



- (b) at any time before the seventh anniversary of the end of the Term, permit the Province at all reasonable times to inspect, audit, examine, review and copy any Materials or other records referred to in section 6.01.

**6.04** Without limiting the generality of section 14.02, the Recipient will ensure that any Subcontractors comply with all of the obligations set out in sections 6.01 to 6.03, to the extent that they apply to the Services provided by such Subcontractors.

## **ARTICLE 7 – STATEMENTS AND ACCOUNTING**

**7.01** Immediately upon the completion of the Term, and at any other time within 3 months of being requested to do so by the Province, but no later than the seventh anniversary of the end of the Term, the Recipient must provide to the Province a statement documenting its expenditure of the Financial Contribution under this Agreement and accounting for any and all Overpayments, in form and content satisfactory to the Province, and:

- (a) if it has audited financial statements prepared annually, provide its most recent audited financial statements, prepared by a recognized accounting firm, and, when available, the audited financial statements for the Recipient's fiscal year(s) covering any portion of the Term of this Agreement; or
- (b) if it does not have audited financial statements prepared annually, at the Province's discretion:
  - (i) have prepared by a recognized accounting firm, and provide, audited financial statements for the Recipient's fiscal year(s) covering any portion of the Term of this Agreement; or
  - (ii) provide to the Province a statement documenting its expenditure of the Financial Contribution under this Agreement, in form and content satisfactory to the Province.

**7.02** Unless demanded by the Province earlier, immediately upon the completion of the Term, any Overpayments outstanding and not set-off by the Province in accordance with the provisions of section 2.07 will become a debt owing to the Province by the Recipient and must be repaid to the Province, plus interest at the rate then in effect, as provided for by the FAA's *Interest on Overdue Accounts Receivable Regulation* (the "**Rate**"), within 10 business days. In any event, any Overpayment shall constitute a debt that shall accrue interest at the Rate until paid in full to the Province.

**7.03** If an activity funded by the Financial Contribution is not wholly completed by the end of the Term, any portion of the Financial Contribution already provided to the Recipient for that activity that remains unexpended at the end of the Term will be deemed to be an Overpayment.

**7.04** For greater certainty, any portion of the Financial Contribution that the Recipient expends on items that, in the opinion of the Province, are not eligible components of an approved activity funded by the Financial Contribution will be deemed to be an Overpayment to the extent that such portion has already been provided to the Recipient.

**7.05** Notwithstanding any other provision in this Article 7, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term may, at the sole discretion and direction of the Province, be:

- (a) returned by the Recipient to the Minister of Finance;
- (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
- (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

## **ARTICLE 8 – CONFLICT OF INTEREST**

**8.01** Prior to entering into this Agreement and throughout the Term, the Recipient will disclose to the Province any contract, arrangement, consultant, major shareholder, employee or any other circumstance, whether temporary or ongoing in nature, that could be perceived to be a conflict of interest with respect to the Province or the Recipient's provision of the Services.

**8.02** The Recipient will not, during the Term, perform a service for or provide advice to any person or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person or entity.

## **ARTICLE 9 CONFIDENTIALITY**

**9.01** The Recipient will treat, and will cause any Subcontractors to treat, the Materials, this Agreement and any other information which comes to its knowledge as a result of this Agreement as confidential, except where use or disclosure is necessary for the Recipient to fulfil its obligations under this Agreement or as required by law.

## **ARTICLE 10 – DEFAULT**

**10.01** Any of the following events will constitute an "Event of Default":

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient under this Agreement is or becomes untrue or incorrect;
- (c) any information, statement, certificate, Report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is or becomes untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate or carry on business in a manner required to support its provision of the Services;
- (e) a change occurs with respect to any one or more of the properties, assets, conditions (financial or otherwise), operations or business of the Recipient which, in the opinion of

the Province, materially adversely affects the ability of the Recipient to fulfil its obligations under this Agreement;

- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent (including where its liabilities exceed its assets or it is unable to timely pay its debts as they become due) or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or similar legislation is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed;
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof; or
- (k) the Recipient fails to fully pay any Overpayment to the Province within 10 business days of any written demand therefor by the Province.

#### **ARTICLE 11 – TERMINATION AND SCALING BACK**

**11.01** Upon the occurrence of any Event of Default or at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) immediately terminate this Agreement, in which case the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient, or any of its officers, directors, employees, agents, Subcontractors or other third-parties, under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any payment of the Financial Contribution or any other amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default; or
- (e) pursue any other remedy available at law or in equity.

**11.02** The Province, at its option, may also terminate this Agreement either:

- (a) without cause and for convenience on no less than 60 days' written notice; or
- (b) immediately if the Province determines that any action or inaction of the Recipient places the health or safety of any person receiving the Services at immediate risk

and, in either case, the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient under this Agreement.

- 11.03** The Province may also, in its sole discretion and at its option, request a scaling back of the scope of the Services funded under this Agreement.
- 11.04** If the Recipient is unable or unwilling to scale back the scope of Services, the Province at its option may terminate this Agreement in accordance with subsection 11.02 (a), and the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient under this Agreement.
- 11.05** Where this Agreement is terminated before 100% completion of the Services (including as such Services may have been scaled back), the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination, less any Overpayment and, regardless of whether there is any Overpayment, less any holdback reasonably calculated by the Province, in its sole discretion, as allowed by section 2.06.

## **ARTICLE 12 – DISPUTE RESOLUTION**

- 12.01** Unless otherwise agreed by the Parties, all disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration by a single arbitrator pursuant to the *Arbitration Act*.
- 12.02** The place of arbitration will be Victoria, British Columbia, unless otherwise agreed by the Parties in writing.

## **ARTICLE 13 INDEMNITY AND INSURANCE**

- 13.01** The Recipient 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 Recipient, or by any of the Recipient's agents, employees, officers, directors or Subcontractors, in connection with this Agreement; or
  - (b) any representation or warranty of the Recipient being or becoming untrue or incorrect.
- 13.02** The Recipient must comply with the Insurance Schedule, if attached at Schedule "D", which may be amended from time to time by the Province in its sole discretion.

## **ARTICLE 14 – ASSIGNMENT AND SUBCONTRACTING**

- 14.01** The Recipient must not, without the prior, written consent of the Province, assign, either directly or indirectly, this Agreement or any right or obligation of the Recipient under this Agreement.
- 14.02** The Recipient must not subcontract any of the Recipient's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule "C", or otherwise approved by the Province in advance in writing. The Recipient must ensure that:

- (a) any person retained by the Recipient to perform obligations under this Agreement; and
  - (b) any person retained by a person described in subsection (a) to perform those obligations
- fully complies with this Agreement in performing those obligations.
- 14.03** No subcontract, whether consented to or not, entered into by the Recipient will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 14.04** Without limiting the generality of section 14.02, the Recipient will ensure that any Subcontractors comply with all of the obligations set out in section 5.01 and schedule “D”, to the extent that they apply to the Services provided by such Subcontractors.
- 14.05** This Agreement will be binding upon the Province and its assigns and the Recipient and its successors and permitted assigns.

#### **ARTICLE 15 – OWNERSHIP AND LICENSING**

- 15.01** The Province exclusively owns all property and intellectual property rights, including copyright, in the Province Materials and any information, equipment or other property provided by the Province to the Recipient as a result of this Agreement and the Recipient will forthwith deliver any and all such Province Materials, information, equipment or other property to the Province on written notice to the Recipient requesting delivery of the same, whether such a notice is given before, at or after the expiration or sooner termination of this Agreement.
- 15.02** The Parties agree that the ownership of, and any licensed rights associated with, the Produced Materials and any Incorporated Materials shall be as set out in Schedule “I”.
- 15.03** The Province hereby grants to the Recipient the limited right to:
- (a) reproduce and display during the Term; and
  - (b) unless otherwise limited by the Province in writing, grant to any third-party beneficiaries of the Financial Contribution the right to reproduce and display during the Term
- any Province logos set out in section 3 of Schedule “H”, if attached, during the Term and strictly in accordance with the provisions contained in such schedule or as may be communicated to the Recipient by the Province from time to time in writing.

#### **ARTICLE 16 – OTHER FUNDING AND FINANCING**

- 16.01** If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof and such funding may be deemed by the Province, in its sole discretion, to be an Overpayment which may result in the Province, in its sole discretion, exercising its rights under section 2.07 of this Agreement.
- 16.02** The Recipient agrees to hold the Province harmless and hereby releases the Province from any liability of any kind or nature arising from or connected with the Recipient entering into any financing, including any loan or lease, in relation to its provision of the Services.

## **ARTICLE 17 – NOTICES**

- 17.01** Any legal notice required or permitted to be given under this Agreement and any formal written communications from the Recipient to the Province (not including day to day business communications) must be mailed, personally delivered (including by courier) or faxed to the address or fax number for the Province’s representative(s), as set out in Schedule “A”.
- 17.02** Any legal notice required or permitted to be given under this Agreement and any formal written communications from the Province to the Recipient (not including day to day business communications) must be mailed, personally delivered (including by courier) or faxed to the address or fax number for the Recipient representative(s), as set out in Schedule “A”.
- 17.03** Any written communication contemplated in this Article 17 from either Party will be deemed to have been received by the other Party on the third business day after mailing in British Columbia, on the date of personal delivery if personally delivered, or on the date of transmission if faxed.
- 17.04** A Party shall, upon a change occurring to its address or other details for delivery of notice, formally notify the other Party in writing of such change and, following the receipt of such notice, the new address or other details will, for the purposes of section 17.01 or 17.02 of this Agreement, be deemed to be the delivery details of the Party giving notice.

## **ARTICLE 18 – NON-WAIVER**

- 18.01** No waiver of any term or condition of this Agreement or the satisfaction of a condition or non-performance of an obligation by the Recipient under this Agreement will be effective unless it is in writing and signed by the Province.
- 18.02** Unless otherwise specified in writing, no waiver shall operate as a continuing waiver or a waiver of any other obligation or right under this Agreement.

## **ARTICLE 19 – ENTIRE AGREEMENT**

- 19.01** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

## **ARTICLE 20 – SURVIVAL OF PROVISIONS**

- 20.01** Sections 2.04, 2.05, 2.07, 6.01 to 6.04, 7.01 to 7.05, 9.01, 11.05, 12.01, 12.02, 14.03 to 14.05, 15.01 to 15.03, 16.01, 16.02, 20.01, Article 21, any accrued but unpaid payment obligations, any other provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, and any other provisions of this Agreement which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will survive the expiration or sooner termination of this Agreement.





## ARTICLE 21 – MISCELLANEOUS

- 21.01** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 21.02** The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 21.03** No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the Parties.
- 21.04** If any provision of this Agreement or the application 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 thereby and will be enforceable to the extent permitted by law.
- 21.05** Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that the Recipient is required to obtain, unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 21.06** Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 21.07** In this Agreement, unless the context requires otherwise, words importing the singular include the plural and *vice versa*.
- 21.08** Unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, and includes any regulation(s) made thereunder, as such may be amended or replaced from time to time.
- 21.09** Time and the uninterrupted provision of the Services are of the essence of this Agreement. The Recipient will immediately notify the Province in the event that the Recipient is unable to provide the Services for any period during the Term. Notwithstanding any other provision in this Agreement, the Province reserves the right to engage other resources to provide the Services during any such periods and make claim for compensation for related costs against the Recipient.
- 21.10** For the purpose of sections 21.11 and 21.12, an “**Event of Force Majeure**” includes, but is not limited to, acts of God, changes in applicable laws, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), acts of terrorism, fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an “Event of Force Majeure”.
- 21.11** Neither Party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the reasonable duration of the Event of Force Majeure.

- 21.12** If an Event of Force Majeure occurs or is likely to occur, then the Party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume compliance with its obligations under this Agreement with the least possible delay.
- 21.13** The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- 21.14** If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision of the Schedule is inoperative to the extent of the conflict unless the Schedule states that it operates despite a conflicting provision of this Agreement.
- 21.15** This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, and all such executed counterparts may be delivered by facsimile transmission or emailed in portable document format (PDF) to such email address as may be provided by each Party for such purpose and each such transmission shall be considered an original.

In witness whereof, the Parties hereto have executed this Agreement to be made effective as of the Effective Date.

<p>SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, by an authorized representative of the Minister of Jobs, Economic Development and Competitiveness:</p> <p style="text-align: center;"></p> <p>_____ Signature</p> <p><u>Susan Stanford</u> Print Name</p> <p><u>Assistant Deputy Minister</u> Print Title</p>	<p>SIGNED on behalf of THE ALACRITY FOUNDATION OF B.C. by its authorized signatory or signatories:</p> <p>DocuSigned by:  DA1D4847B52F42F...</p> <p>_____ Signature(s)</p> <p><u>Richard Egli</u> Print Name(s)</p> <p><u>Managing Director</u> Print Title(s)</p>
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**SCHEDULE “A”  
SERVICES  
Digital Marketing Bootcamps and Online Course**

**ARTICLE 1 - TERM**

**1.01** Notwithstanding the actual date of execution and delivery of this Agreement, the term of this Agreement (the “**Term**”) commences on November 2<sup>nd</sup>, 2020 (the “**Effective Date**”) and ends on December 31<sup>st</sup>, 2021.

**ARTICLE 2 - PROGRAM AND PROJECT DESCRIPTIONS**

**2.01 Background and Objectives**

The Alacrity Foundation of B.C. is a non-profit organization based in Victoria to promote technology entrepreneurship and facilitate regional investment. Alacrity has designed and delivered a Digital Marketing Bootcamp, a skills training program to provide training opportunities for new collar workers and BC businesses to learn digital skills that will help businesses scale up and will grow local tech enabled talent. The training program has been successfully piloted in 2019/20 and delivered virtually in response to the COVID-19 pandemic in August and September 2020. The StrongerBC Economic Recovery Plan funding extends the virtual province-wide delivery of the program to allow support for more BC businesses.

In addition, the content of the Digital Marketing Bootcamp will be adapted into a self-directed online course that will be available to additional BC businesses.

The 2020/21-2022/23 Service Plan for the Ministry of Jobs, Economic Development and Competitiveness tasks the Ministry with the mandate to: “Build a strong, sustainable, innovative economy that works for everyone across BC, not just the wealthy and well connected”. It’s first Goal to ensure that BC businesses are supported to scale-up, grow and stay in BC. This program is aiming to grow a workforce with skills in digital marketing that businesses need to increase customer reach and retention in support of exports and business scale-up.

This funding supports BC Government’s Economic Recovery efforts outlined in the StrongerBC Economic Recovery Plan, the Ministry’s mandate, the goals of the Technology and Innovation Policy Framework and will contribute towards Government’s goal to build a strong, sustainable and innovative economy. Further, this funding will contribute to business recovery during and after the ongoing COVID-19 pandemic and support the transition to online sales that many businesses have been facing.

**2.02 Standards of Performance**

The Recipient must:

- (a) deliver the Project and perform the Services in furtherance of the Program objectives;
- (b) 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; and
- (c) perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

### 2.03 Deliverables

The Recipient will provide the following deliverables:

- Register a maximum of 2,500 business participants between November 4<sup>th</sup>, 2020 and March 31<sup>st</sup>, 2021 to take the Digital Marketing Bootcamp delivered by the Recipient.
  - Register BC business participants on a rolling schedule. This includes developing the registration form with specified criteria from JEDC.
    - The qualifying criteria for business/employed participants is: Employees of BC-based small and medium sized businesses. Businesses must be located in and registered to conduct business in BC, and employee participants must reside in BC. The course fee for maximum of one employee per business will be covered by the program.
  - Deliver the Digital Marketing Bootcamp to the registered participants. The 8-week, interactive, virtual course will be offered on a rolling schedule from Nov 25<sup>th</sup>, 2020, allowing new participants to start the course at the beginning of each week. The 8-week course will be delivered through three consecutive offerings.
  - In the event that enrolment numbers have not reached the target number of 2,500 businesses by March 31, 2021, the Recipient may continue to take registrations until May 31, 2021 on the condition that another 8-weeks of instruction is added to accommodate the training for the new registrants.
  - The Recipient must return any overpayment of funds to the Ministry of Jobs, Economic Development and Competitiveness by June 30, 2021, calculated based on the prorated registrations at \$720 per participant.
  - Promote and raise awareness of the course to targeted participant groups province wide, in collaboration with the Province and regional community partners.
  - Conduct a follow-up survey of participating businesses six (6) months after the completion of the course and provide an aggregate report to the Province by November 30<sup>th</sup>, 2021.
- Adapt the course materials to a self-directed online course that can be made available for BC businesses through a verification process designed with JEDC.
  - The course will be made available free of charge for BC businesses.
  - The Recipient can make the course content available to individuals, and non-BC businesses for a fee, providing priority is allocated to BC businesses.

### 2.04 Reporting

The Recipient will provide regular updates and Reports to the Province advising of the status of the Project and the provision of the Services and, without limiting the generality of the foregoing, will provide the following Reports in the manner and format indicated, and on or before the deadlines set out, below:

The Recipient will provide program status updates in writing (or electronic) to the Province, every month advising of the status and progress of the services.

The Recipient will provide an evaluation report in writing (or electronic) of the cohort outcomes to the Province every three months, beginning from when the first participants begin the course. The report will contain

- Number of course participants enrolled during contract period
- Percentage of participants who successfully completed the course to date
- Course evaluation feedback from participants, participating businesses, trainers and guest speakers, and Alacrity, including
  - What worked
  - What was tricky
  - What could be done differently?

The Recipient will conduct and provide to the Province a follow up report in writing (or electronic) by December 31<sup>st</sup>, 2021, or later in case of a delivery extension but within 7 months of the full cohort completing the course. The report will contain the following:

- a. Aggregate results from follow up survey conducted with each course participant six months after their completion of the course, including
  - For business/employed participants:
    - % of participants utilizing the skills learned during the pilot course in their employment
    - % of participants that would recommend the training to others
    - % of participants working remotely
    - Average salary
    - Number of businesses that have seen a demonstrable increase in digital customer acquisition as a result of staff taking the course
    - Number of businesses that have grown their market reach as a result of digital marketing activities put in place following the course
    - Number of businesses that have seen increased revenue from their online sales as a result of the activities put in place following the course
    - Number of businesses that would recommend the training to other businesses
    - Have you accessed any other federal or provincial programming to support economic recovery

## **ARTICLE 3 – REPRESENTATIVES**

### **3.01 Province's Representative(s)**

The representative(s) for the Province and their address(es) and fax number(s) for the purposes of providing legal notice to the Province pursuant to Article 17 are as follows:

Maija Duffy  
Executive Project Director  
Maija.Duffy@gov.bc.ca

Mailing Address:  
PO Box 9800 Stn Prov Govt  
Victoria BC V8W 9E6

Personal Delivery:  
Ministry of Jobs, Economic Development and Competitiveness  
Victoria, BC V8W 9W1

### **3.02 Recipient's Representative(s)**

The representative(s) for the Recipient and their address(es) and fax number(s) for the purposes of providing legal notice to the Recipient pursuant to Article 17 are as follows:

Richard Egli  
Managing Director  
regli@alacritycanada.com

The Alacrity Foundation

Personal Delivery/Physical Location:  
#100 – 838 Fort St.  
Victoria, BC V8W 1H8



## **SCHEDULE “B”**

### **FINANCIAL CONTRIBUTION**

1. The Province will provide the Financial Contribution to the Recipient, for its satisfactory fulfilment of the Requirements under this Agreement, as follows:
  - (a) upon receipt and approval by the Province of the proof of registration of 500 business participants as set out in section 2.03 of “Schedule A”, a payment amount of \$360,000, which will cover the tuition fees for the first 500 participants.
  - (b) Subsequent payments to be made periodically throughout the rest of fiscal year 2020/2021 as the Digital Marketing Bootcamp continues and participants enrol via rolling registration. At each milestone of 500 participants, the Province will make a payment of \$360,000, up to a maximum of 2,500 participants and a maximum of \$1,800,000.
  - (c) Further to section 1(b) of “Schedule B”, if the maximum contribution of \$1,800,000 has not been provided by March 10, 2021, a final contribution will be provided prior to March 31, 2021 based on an acceptable estimate from the Recipient of program enrolment to May 31, 2021 at \$720 per applicant, to a maximum of 2,500 applicants and \$1,800,000.
  - (d) Upon launch of the self-directed online course for BC businesses as set out in section 2.03 of “Schedule A” by February 26, 2021, a payment amount of \$200,000.
2. Notwithstanding section 1 of this “Schedule B”, in no event will the Financial Contribution payable to the Recipient under this Agreement, including all eligible expenses, exceed, in the aggregate, \$2,000,000.
3. The Recipient will submit to the Province upon completion of deliverables specified in paragraph 1 of this Schedule B, a written statement of account showing the calculation of all fees claimed under this Agreement for the period in which this statement is submitted.

**SCHEDULE "C"**

**APPROVED SUBCONTRACTORS**

Not Applicable

## **SCHEDULE "D"**

### **INSURANCE**

1. The Recipient shall, without limiting its obligation or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily harm, personal injury, property damage and liability assumed under contract. The Province is to be an additional insured under this insurance and this insurance shall be endorsed to provide the Province with 30 days advance written notice of cancellation or material change. This insurance must include a cross liability clause.
2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province
3. The Recipient shall provide the Province with evidence of all required insurance prior to the commencement of the services, and from time to time as requested by the Province, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Province, the Recipient shall provide certified copies of required insurance policies.

## **SCHEDULE “E”**

### **PRIVACY**

#### **1.01 Custody and Control of Personal Information**

The Parties agree that the Province does not have custody or control, for the purpose of FOIPPA, of any Personal Information collected, used or maintained the Recipient in relation to its provision of the Services.

#### **1.02 Collection and Disclosure**

The Recipient:

- (a) will not collect any Personal Information from any individuals in relation to its provision of the Services unless such information relates directly to or is necessary for the Recipient’s provision of the Services; and
- (b) must not at any time provide any such Personal Information to the Province.

**SCHEDULE "F"**

**CRIMINAL RECORDS CHECKS**

Not Applicable

**SCHEDULE "G"**  
**SECURITY SCHEDULE**

Not Applicable

**SCHEDULE “H”**

**MARKETING, PUBLICITY AND COMMUNICATIONS GUIDELINES**

Not Applicable

## SCHEDULE “I”

### MATERIALS

#### 1.0 Produced Materials

- (a) The Recipient hereby grants to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Produced Materials and any Incorporated Materials (to the extent that the Incorporated Materials remain embedded or incorporated in the Produced Materials) the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute the Produced Materials and any Incorporated Materials.

If for some reason the Recipient is unable to grant such a license to any Incorporated Materials it will, at its own expense, remove and replace such materials with other comparable materials for which such a license can be granted.

- (b) The license granted in paragraph (a) above in respect of the Produced Materials and any Incorporated Materials is restricted in that the Province must not grant to or allow any person to use any the rights granted under such license to use the Produced Materials and any Incorporated Materials in connection with any course or similar training program. However, for certainty, the Province and its Crown Corporations are permitted to offer a course or similar training program using the Produced Materials and any Incorporated Materials itself.

#### 2.0 Updates to Produced Materials

- (a) After the end of the Term, the Recipient will provide updates to the Produced Materials to the Province as such updates occur from time to time to reflect changes or the latest practices in the area of digital customer acquisition. The obligation on the Recipient to provide such updates will end on:

- (i) the date the Recipient ceases to deliver the course described in section 2.03 of Schedule “A” to this Agreement; or

- (ii) the date that is three (3) years following the end of the Term;

whichever date is earlier.

- (b) The updates described in this section to the Deliverables will be done on an as needed basis at the frequency and to the extent determined by the Recipient in its sole discretion.





## Request for Proposals

### Grant Administration Services

Ministry of Jobs, Economic Development and Competitiveness

RFP Number: RFP21JEDC11 Issue date: November 12, 2020

Closing Time: Proposals must be received before 2:00 PM PST on: December 4, 2020

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**DELIVERY OF PROPOSALS:** Proposals must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in Section 2.2:

**BC Bid Electronic Submission:** Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at [www.bcbid.ca](http://www.bcbid.ca)). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as signature.

**Email Submission:** Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to [Maija.Duffy@gov.bc.ca](mailto:Maija.Duffy@gov.bc.ca) in accordance with the instructions at Section 2.3 of this RFP.

Regardless of submission method, proposals must be received before Closing Time to be considered.

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

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#### **CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:**

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal, the Proponent agrees to all the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (please print): \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

**GOVERNMENT CONTACT:** Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

Maija Duffy, Executive Project Director  
[Maija.Duffy@gov.bc.ca](mailto:Maija.Duffy@gov.bc.ca)

The cut-off for submitting any questions related to this RFP to the Government Contact will be 3 business days before the Closing Time. Questions received after this time may not be answered.

**PROPOSERS' MEETING:**

A Proposers' meeting will not be held.

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# **1 SUMMARY OF THE OPPORTUNITY**

As a result of COVID-19 consumer demands are changing reflecting shifts to online shopping. With many consumers shopping online more than ever before, BC businesses have identified one of their biggest recovery challenges as finding ways to attract customers and revenues back. The Online Shops grant program is designed to support BC businesses as they transition to an online e-commerce business model, by providing businesses with financial assistance either to build their own online shops or improve their existing e-commerce.

The Online Shops grant program aims to support BC businesses in growing their customer base and increasing sales revenues through digital channels. The Online Shops grant program will provide grant funding to BC businesses that meet the eligibility criteria. The grant funding can be used towards eligible expenses that support the businesses' adoption of e-commerce tools such as building own online shop or improvements to their existing e-commerce operations. The grant covers up to 75% of eligible expenses to a maximum grant amount of \$7,500 per eligible business. Grants will be available to at least 1,500 BC businesses. 25% of total funding is dedicated to Indigenous and regional BC businesses.

The objective is to administer the grant program from intake through to issuing payment, ensuring appropriate use of grant funds, and surveying grant recipients for outcomes as requested by the Ministry of Jobs, Economic Development and Competitiveness. The Ministry will provide the landing page content, program guide, FAQs, application form questions, intake eligibility criteria, eligible expenses, online store completion checklist, promotional messaging, adjudication templates, expense summary report templates, grant letter and rejection letter templates and follow-up survey questions.

Unless an exception applies as described in Section 2.29 b), as a condition of Contract finalization the successful Proponent will be required to provide the Province with a Tax Verification Letter. Please see Section 2.29 for further details. As set out in Section 2.29, the Province will be unable to finalize a Contract with a Proponent that is unable to produce a Tax Verification Letter as a part of Contract finalization, if required.

Further details as to the scope of this opportunity and the requirements can be found within this RFP.

## 2 RFP PROCESS RULES

### 2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

**“Addenda”** means all additional information regarding this RFP including amendments to the RFP;

**“BC Bid”** means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);

**“Closing Location”** includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

**“Closing Time”** means the closing time and date for this RFP as set out on the cover page of this RFP;

**“Contract”** means the written agreement resulting from the RFP executed by the Province and the successful Proponent;

**“Contractor”** means the successful Proponent to the RFP who enters into a Contract with the Province;

**“Government Contact”** means the individual named as the contact person for the Province in the RFP;

**“Government Electronic Mail System”** or **“GEMS”** means the electronic mail system of the Province;

**“Ministry”** means the ministry of the government of British Columbia issuing this RFP;

**“must”, or “mandatory”** means a requirement that must be met in order for a proposal to receive consideration;

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

**“proposal”** means a written response to the RFP that is submitted by a Proponent;

**“Province”** means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry;

**“Request for Proposals”** or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Province by Addenda;

**“should”, “may”** or **“weighted”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals; and

**“Tax Verification Letter”** means a letter issued by the Province’s Ministry of Finance to verify that a Proponent meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations, which may be required to be produced by a Proponent as a condition of Contract finalization, as described in Section 2.29.

### 2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound. For proposals submitted via BC Bid attachment of the e-bidding key to an electronic proposal constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.

### 2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Province receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (BC Bid or email), the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
  - (ii) The maximum size of each attachment must be 20 MB or less (Proponents are solely

- responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
- (iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
  - (iv) For email proposal submissions sent through multiple emails the Province reserves the right to seek clarification or reject the proposal if the Province is unable to determine what documents constitute the complete proposal;
  - (v) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Province may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
  - d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
  - e) The Province strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
  - f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Government Electronic Mail System or BC Bid.
  - g) While the Province may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Government Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Government Contact immediately to arrange for an alternative submission method if:
    - (i) the Proponent's email proposal submission is rejected by the Government Electronic Mail System; or
    - (ii) the Proponent does not receive an automated response email from the Province confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the Province's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Province before the Closing Time. The Province makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

## **2.4 Additional Information**

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

## **2.5 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the Province at the Closing Location will prevail whether accurate or not.

## **2.6 Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the Closing Time.

## **2.7 Firm Pricing**

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

## **2.8 Completeness of Proposal**

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

## **2.9 Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or

withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the Province for purposes of clarification.

## **2.10 Conflict of Interest/No Lobbying**

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the Province, including members of the evaluation committee and any elected officials of the Province, or with the media, may result in disqualification of the Proponent.

## **2.11 Subcontractors**

- a) Unless the RFP states otherwise, the Province will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Province will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Province.

## **2.12 Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent. The Province is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

## **2.13 Contract**

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of the Province, if applicable.

- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## **2.14 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the Province within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

## **2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Province.

## **2.16 Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the Province, if any. The Province will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## **2.17 Limitation of Damages**

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## **2.18 Liability for Errors**

While the Province has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or



exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

## **2.19 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Province in any way to award a Contract.

## **2.20 No Implied Approvals**

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## **2.21 Legal Entities**

The Province reserves the right in its sole discretion to:

- a) disqualify a proposal if the Province is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the Province that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the Province that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the Province's satisfaction.

## **2.22 Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the Province reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;

- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the Province, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

## **2.23 Ownership of Proposals**

All proposals and other records submitted to the Province in relation to the RFP become the property of the Province and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence. For more information on the application of the Act, go to [http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

## **2.24 Copyright**

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

## **2.25 Confidentiality Agreement**

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the Province in order to obtain access to confidential materials relevant to preparing a proposal.

**2.26 Alternative Solutions**

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

**2.27 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the Province with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents should specify that the personal information may be forwarded to the Province for the purposes of responding to the RFP and used by the Province for the purposes set out in the RFP. The Province may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Province.

**2.28 Trade Agreements**

This RFP is covered by the following trade agreements:

- a) Trade, Investment and Labour Mobility Agreement;
- b) New West Partnership Trade Agreement;
- c) Canadian Free Trade Agreement;
- d) Canada-European Union Comprehensive Economic and Trade Agreement;
- e) World Trade Organization Agreement on Government Procurement; and
- f) Comprehensive and Progressive Agreement for Trans-Pacific Partnership

For more information, Proponents may contact the Government Contact.

**2.29 Tax Verification Letter**

- a) As a condition of Contract finalization as described in Section 2.14, the successful Proponent (or any successor to that Proponent) will be required to provide the Ministry with a valid Tax Verification Letter, unless an exception applies as described below. If a Proponent is not able to produce the required Tax Verification Letter during Contract finalization, then the Province will be entitled to terminate discussions with that Proponent and proceed as described in Section 2.14.
- b) A Tax Verification Letter will not be required if:
  - (i) the Contract is valued at *less than* CAN\$100,000, including all fees, expenses and all options to extend or renew the Contract; or
  - (ii) the Contract is in relation to a government transfer as described in Chapter 21 of the Province's Core Policy and Procedures Manual.
- c) If a Tax Verification Letter is required, the Contract will contain, in addition to all other applicable schedules, a schedule that describes the Tax Verification Letter requirements of the Contract.

## 3 SITUATION/OVERVIEW

### 3.1 Ministry Responsibility

The Ministry of Jobs, Economic Development and Competitiveness manages government services that help support and maintain the strong and diverse economy that British Columbians need for long-term prosperity. It's the ministry's mandate to grow B.C.'s technology sector, champion innovation, nurture small businesses, support economic development throughout the province, and promote B.C. internationally as a preferred place to invest and do business.

The project is being led by the Planning and Innovation Branch within the Ministry of Jobs, Economic Development and Competitiveness.

### 3.2 Background

COVID-19 has had a significant impact on small and medium sized businesses that had limited or no ability to sell their products online, as consumers have moved towards online shopping and away from in-person shopping during the pandemic. One of the lasting legacies for businesses coming out of COVID-19 will be how they connect with and retain existing customers and how they acquire new ones. As consumer preferences are changing rapidly this program will enable organizations to maintain and grow by increasing sales revenues through digital channels to domestic and international markets.

The Online Shops grant program will provide grant funding to eligible BC small and medium sized businesses, including regional and Indigenous businesses. The grant funds will support the adoption of e-commerce tools such as building an online shop or improvements to a business' existing e-commerce operations.

By supporting businesses to start or improve their online e-commerce activities, the program is intended to help:

- Small and medium sized businesses, particularly regional and Indigenous-owned businesses;
- Businesses in sectors hard hit by the COVID-19 pandemic, such as retail, tourism, agriculture, artists, seafood and food & beverage;
- Businesses to connect with local and non-local customers;
- Customers, both local and non-local, the ability to buy products from BC businesses;
- BC marketing and tech companies and other BC-based service providers generate new revenues; and
- Other secondary businesses generate new revenues (e.g. logistics & transportation for products).

It is expected that the proponent will commence work upon contract signing, launching applicant intake within two to three weeks from contract signing.

### 3.3 Scope

The grant program to be administered through this RFP is for BC-based eligible small and medium sized businesses, including regional and Indigenous businesses that are able to move their operations online and onto an e-commerce platform, or have already done so and need to improve their existing online store.

The grant is focussed for businesses that sell repeatable products produced and/or manufactured in BC.

A minimum of 1,500 grants of up-to \$7,500 per business are expected to be issued through the program to a total of \$11.25 million. It is expected that the intake will stay open until the funds have been fully allocated.

The grant administration will be done electronically via an online intake process. Decision related to the application, grant expenditures and follow up survey will be completed electronically.

The Proponent is not expected to design the grant program.

See Section 7.3. for Proposal Evaluations and details on pricing weighted criteria.

This is a one-time contract for a program in support of economic recovery for BC's small and medium sized businesses and will be contracted using a Shared Cost Arrangement.

## 4 CONTRACT

### 4.1 Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in Appendix A, including the Schedules. The term of the contract is expected to be twelve months beginning in December 2020, with an option for renewal for one additional year, at the sole discretion of the ministry.

### 4.2 Service Requirements

The Proponent responsibilities will include the following, as requested by the Ministry, the Proponent will administer the grant program:

1. Host the online landing page and online intake including grant information, application and submission
  - a. Create a URL and design the website from supporting documents supplied by the ministry
  - b. Promote the program
  - c. Create a dedicated customer support service by phone and email
    - i. Develop/set up a customer support email and phone number
    - ii. Will be supplied a Q&A's and script for program staff responding to inquiries
  - d. Create an online intake application form with information supplied by the ministry
  - e. Have the capabilities to receive applicant submissions online with attachments
2. Review and adjudicate all grant application submissions against eligibility criteria provided by the Ministry – estimated number of grants is minimum of 1,500
3. Issue grant letters and rejection letters as appropriate to each applicant
4. Issue payment of grant to approved applicants either by cheque or direct deposit
5. Receive and review all grant recipients expense summary reports and validate outcomes against eligible expenses and online shops completion checklist provided by the Ministry

6. Engage an independent auditor to perform a compliance audit at the completion of the program and provide the audit report and results to the Province
7. Conduct a follow-up survey six months after project completion, analysis and submit a final report in aggregate to Ministry
8. Provide the Ministry with weekly status reports on applications received, applications approved, payments made, expense summary reviews and results of the project compliance audits.

The ministry will provide the contractor with the following information once a contract is awarded:

- a) Landing page/website content
- b) Program Guide
- c) FAQs
- d) Questions and answers list for customer inquiry support script
- e) Promotional messaging
- f) Application intake fields for online intake form
- g) Grant general eligibility criteria
- h) Grant business eligibility criteria
- i) Eligible expenses/costs to be used by the grant
- j) Online store completion checklist
- k) Examples of ineligible expenses
- l) Indigenous and rural community criteria
- m) Grant funds to distribute to approved applicants
- n) Applicant confirmation and rejection letter templates
- o) Grant letter template
- p) Expense Summary Report
- q) Follow up survey questions

## 4.3 Related Documents

Appendix B: Overview of the Grant Program

## 5 REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Province’s expectations.

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

- Demonstrate your organisation’s experience and capabilities in:
  - Administering a grant program;
  - Supporting grant applicants with regards to the subject matter, i.e. online e-commerce related activities;
  - Payment administration; and
  - Survey and analysis capabilities.

### 5.1 Capabilities

#### 5.1.1 RELEVANT EXPERIENCE

##### **Organizational experience:**

The proponent and any subcontractors of the proponent included in its proposal should have a minimum of three or more years experience within the past five years in delivering services of a similar scope and complexity. Similar scope and complexity are defined as:

- a) Develops and hosts online landing pages which has included grant application development, adjudication and grant distribution
- b) Reviews recipients expense reports and verifies figures/receipts
- c) Have a social media presence, develops promotional material/images
- d) Managing any customer service requirements
- e) Produced final project reports

##### **Key Personnel:**

Proponent should include a list of all individuals selected to work on the program and they should all have experience working on programs meeting the scope and complexity listed above.

##### **Marketing and Social Media:**

Proponent has experience in targeted social media promotional campaigns.

##### **Examples:**

Provide two to four examples of programs the proponent has completed within the past three years (as of the closing date of the RFP) that have been on a similar scale, including an overview of the controls that have been embedded into the processes.

### **5.1.2 REFERENCES**

Proponents **must** provide a minimum of 3 references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The Province may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The Province reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Province or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the Province's reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the Province in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

#### **Response Guidelines for Capabilities**

1. Name a contact person for the Proponent, and include this person's address, phone number, and email address. This information will not be evaluated but will be used to contact the Proponent as required.
2. Explain the proposed methodology to launch and administer the program based on the requirements above.
3. Provide a minimum of 3 references specific to the experience cited, each of which includes a contact name, phone number and email address.

## **5.2 Approach**

### **5.2.1 ONLINE LANDING PAGE AND APPLICATION INTAKE**

The proponent should have a proposed standard of methodology for design and creation of a website/online platform that includes:

- a) Creation of a URL, contact email address and phone number
- b) Ability to host intake forms
- c) Creation of online applications and submission capability
- d) Creation of online landing page design and layout

The proponent will commence work upon contract signing and must be able to launch applicant intake within two to three weeks from contract signing.

Note that Ministry pre-approval is required prior to the proponent's launch of the online landing page and application intake.

### **5.2.2 GRANT DISTRIBUTION AND EXPENSE REVIEW**

The proponent should have the technical ability and methodology to calculate and distribute grant allotment with the ability to review and audit including:

- a) Collect and adjudicate all applications submitted based on eligibility criteria provided by the Ministry
- b) Calculate grant allotment based on 75% of eligible costs
- c) Have a grant distribution system in place to issue payment, such as issuance of cheques or direct deposits
- d) Review recipient expense reports and compare against eligible costs lists
- e) Engage an independent auditor to perform a compliance audit at the completion of the program and provide the audit report and results to the Province
- f) Secure processes for handling and disbursing funds; and
- g) Conduct follow up survey, analysis and write final report

#### **Response Guidelines for the approach**

1. Explain the proposed methodology to address items in 5.2.1 and 5.2.2.

## **5.3 Price**

Prices quoted will be deemed to be:

- a) in Canadian dollars;
- b) inclusive of duty, FOB destination, and delivery charges where applicable; and
- c) exclusive of any applicable taxes.

#### **Response Guidelines for Price**

1. Provide a firm, fixed, all-inclusive price for all services proposed. The Province will not pay for any costs or expenses not included in the price, unless otherwise expressly provided.
2. Total price must not exceed \$750,000, including the cost of the project compliance audit.



## 6 PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name).
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

## 7 EVALUATION

Evaluation of proposals will be by a committee formed by the Province and may include employees and contractors of the Province and other appropriate participants.

The Province's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

### 7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English and plain language.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.

**Mandatory Criteria**

The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable) in accordance with the requirements set out in Section 2.2.

The proposal must not be more than 12 pages in overall length using no less than a 10pt font exclusive of any URLs or appendices specially requested; the province will not evaluate any pages that exceed this maximum page count.

## 7.2 Weighted Criteria

Proposals meeting all the mandatory criteria will be further assessed against the following weighted criteria.

Weighted Criteria	Weight	Minimum score
Capabilities (section 5.1)	40	24
Approach (section 5.2)	30	18
<i>Sub-total</i>	<i>70</i>	<i>42</i>
Price (section 5.3)	30	
<b>TOTAL</b>	<b>100</b>	

Proponents that do not meet a minimum score within a weighted criterion will not be evaluated further.

## 7.3 Price Evaluation

Price will be evaluated using the following formula:

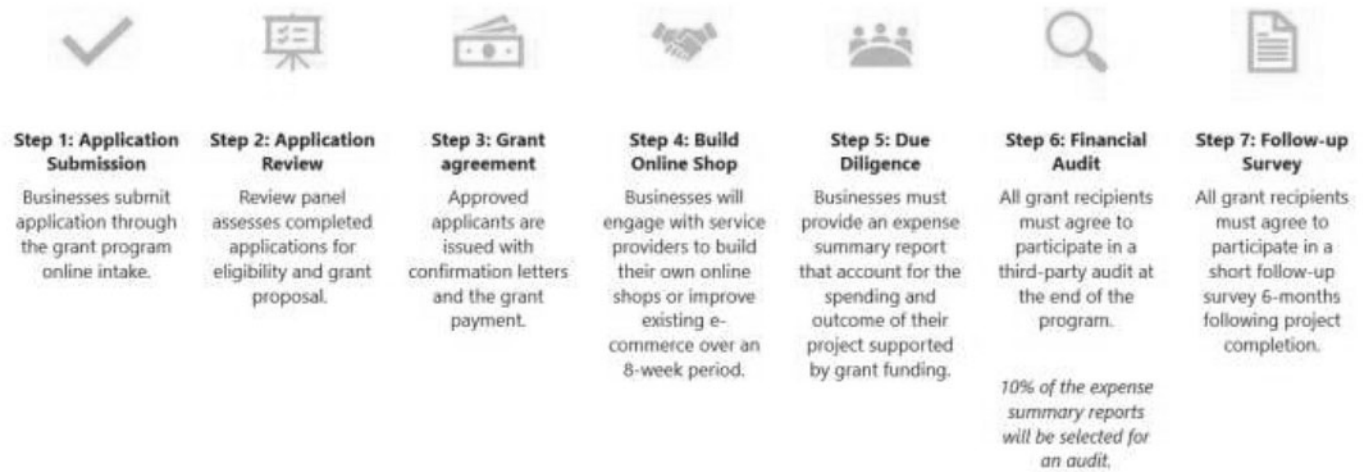
Lowest price proposed / this proposed price x points allocated to price.

## **Appendix A - Contract Form**

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on substantially the same terms and conditions of the attached draft agreement, and such other terms and conditions to be finalized to the satisfaction of the Province.

[https://intranet.gov.bc.ca/assets/intranet/economy/doing-business/finance/procurement-contract-management/sca\\_templateaugust.docx](https://intranet.gov.bc.ca/assets/intranet/economy/doing-business/finance/procurement-contract-management/sca_templateaugust.docx)

## Appendix B - Overview of the grant program





Agreement# TBD

**PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF JOBS, ECONOMIC DEVELOPMENT AND COMPETITIVENESS**

**SHARED COST ARRANGEMENT**

THIS SHARED COST ARRANGEMENT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Jobs, Economic Development and Competitiveness  
(the “**Province**”)

OF THE FIRST PART

**AND:**           «**Organization**» [full legal name]

«PhysicalAddress», «Province», «PostalCode»

(the “**Recipient**”)

OF THE SECOND PART

The Parties to this Agreement agree as follows:

**ARTICLE 1 – DEFINITIONS**

**1.01** In addition to other words and phrases defined herein, in this Agreement, unless the context requires otherwise, the following definitions apply:

- (a) “**Agreement**” means this Shared Cost Arrangement and any and all schedules attached hereto;
- (b) “**Deliverables**” means those Project deliverables, if any, set out in section 2.03 of Schedule “A”;
- (c) “**Effective Date**” means the effective date of this Agreement as set out in Schedule “A”;
- (d) “**Extension**” means any extension to or renewal of the Term of this Agreement as contemplated by and effected in accordance with section 1.02 of Schedule “A”;

- (e) **“Financial Contribution”** means any funds paid or payable by the Province to the Recipient under this Agreement and any allowable expenses associated with its provision of the Services, as more particularly described in Schedule “B”;
- (f) **“FOIPPA”** means the *Freedom of Information and Protection of Privacy Act*;
- (g) **“Incorporated Materials”** means materials already in existence at the beginning of the Term, as well as materials that are created during the Term but not paid for with any portion of the Financial Contribution, that are incorporated or embedded in the Produced Materials by or on behalf of the Recipient, including by a Subcontractor;
- (h) **“Materials”** means, collectively, the Produced Materials and the Province Materials;
- (i) **“Maximum Amount”** means the maximum amount of the Financial Contribution payable by the Province to the Recipient under and in accordance with this Agreement, as set out in Schedule “B”;
- (j) **“Milestones”** means those Project milestones, if any, set out in section 2.03 of Schedule “A”;
- (k) **“Overpayment”** means any portion of the Financial Contribution, plus interest, provided by the Province to the Recipient that is: (i) not expended during the Term; (ii) expended on ineligible or disallowed expenditures pursuant to the terms of this Agreement; (iii) received by the Recipient after its eligibility for receiving the Financial Contribution has expired; (iv) paid based upon fraudulent, misleading or inaccurate information; (v) paid to the Recipient by mistake; or (vi) paid to the Recipient if the Recipient has not complied with the terms and conditions of this Agreement;
- (l) **“Participant”** means any individual who participates in or receives benefit from the Project;
- (m) **“Parties”** means the Province and the Recipient and **“Party”** means either the Province or the Recipient as the context requires;
- (n) **“Personal Information”** means recorded information about an identifiable individual, as defined in FOIPPA;
- (o) **“Produced Materials”** means any and all findings, data, working papers, policies, process documents, reports, surveys, spread sheets, evaluations, analyses, documents, data, software code, databases or other compilations of data, technology, curricula and training or other materials or records, both printed and electronic, whether complete or not, that are produced, received, compiled or otherwise acquired or provided by or on behalf of the Recipient as a direct result of this Agreement, but does not include any Incorporated Materials or Province Materials or any Personal Information contained in the Produced Materials that is required by the Recipient solely for its own administrative purposes;
- (p) **“Program”** means the program that is being supported and/or provided by the Province in relation to which the Financial Contribution is being made available to the Recipient, as may be set out in more detail in Schedule “A”;

- (q) “**Project**” means any project, initiative or other activity to be provided or supported by or on behalf of the Recipient utilizing all or any portion of the Financial Contribution in accordance with this Agreement;
- (r) “**Province Materials**” means any materials, data, or other information or records owned by the Province and/or provided by or on behalf of the Province to the Recipient in relation to this Agreement, including those materials identified in Schedule “I” (if attached);
- (s) “**Reports**” means those reports, if any, identified in section 2.04 of Schedule “A” and/or any other reports reasonably requested by the Province from time to time;
- (t) “**Requirements**” means, collectively, all Deliverables, Reports and/or Milestones required to be provided or met, as the case may be, by the Recipient in relation to its provision of the Services;
- (u) “**Services**” means all of the services and other activities to be provided, and any Requirements to be met, by or on behalf of the Recipient in association with its operation, delivery, performance, provisions, administration and/or support of the Project as more particularly described in Schedule “A”;
- (v) “**Subcontractor**” means a person described in section 14.02; and
- (w) “**Term**” means the duration of this Agreement as set out in Schedule “A”, including any Extension(s) and subject to earlier termination in accordance with this Agreement.

**1.02** Where appropriate in the context, the definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

## **ARTICLE 2 – PROVISION OF SERVICES AND PAYMENT OF FINANCIAL CONTRIBUTION**

- 2.01** The Recipient must perform and provide the Services during the Term in accordance with this Agreement.
- 2.02** Subject to the provisions of this Agreement, the Province will provide the Recipient with the Financial Contribution, not exceeding the Maximum Amount, in the amount and manner and at the times set out in Schedule “B”.
- 2.03** Notwithstanding any other provision of this Agreement, the payment of any funds comprising the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to:
  - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (“FAA”), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment;
  - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subsection (a) of this section; and

- (c) the Province cancelling or materially altering the Program or reducing the appropriation or funding levels pertaining to or impacting upon the Services being provided by the Recipient.

**2.04** The Recipient must:

- (a) apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (collectively the “**Refund**”); and
- (b) upon receipt of the Refund, unless otherwise agreed by the Parties in writing, remit the Refund to the Province.

**2.05** In order to be eligible to receive, use, retain or expend all or any portion of the Financial Contribution, the Recipient must be, and must remain, not in default of any of its obligations under this Agreement and must submit all required Reports and any written statements of account, in a form satisfactory to the Province, both upon completion of the Services and at any other time(s) described in this Agreement or reasonably requested by the Province.

**2.06** The Province may withhold from any payment due to the Recipient, including any portion of the Financial Contribution, an amount sufficient to indemnify the Province against any liens or other third-party claims that may arise in connection with the provision of the Services.

**2.07** The Province may temporarily or permanently withhold from or set-off against any payment due to the Recipient, including any portion of the Financial Contribution, an amount sufficient to offset any Overpayments.

**2.08** Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

**ARTICLE 3 – REPRESENTATIONS AND WARRANTIES**

**3.01** The Recipient represents and warrants to the Province, with the intent that the Province will rely thereon in entering into and performing this Agreement, that:

- (a) all information, statements, documents and Reports furnished or submitted by it to the Province in connection with this Agreement are, will be and will remain, true and correct;
- (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
- (c) it is not in breach of, or in default under, any law, statute or regulation, including those of Canada or of the Province of British Columbia, applicable to or binding on it or its operations; and
- (d) it has the legal capacity and authority to enter into this Agreement and to carry out the transactions, provide the Services and grant any licenses contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Recipient, and this Agreement has been legally and properly executed by the Recipient and is legally binding upon and enforceable against it.



- 3.02** All statements contained in any certificate, application, proposal, Report or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.
- 3.03** All representations, warranties, covenants and agreements made herein and all certificates, applications, Reports or other documents delivered by or on behalf of the Recipient are material and have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

#### **ARTICLE 4 – RELATIONSHIP**

- 4.01** No partnership, joint venture, agency or other legal entity or relationship will be created by or will be deemed to be created by this Agreement or any actions of the Parties pursuant to this Agreement.
- 4.02** The Recipient will be an independent contractor and not be, nor will it claim or otherwise represent itself to be, the servant, employee, partner or agent of the Province.
- 4.03** The Recipient will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation without the prior written consent of the Province.
- 4.04** The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

#### **ARTICLE 5 – RECIPIENT’S OBLIGATIONS**

- 5.01** The Recipient will:
- (a) provide the Services in accordance with the terms of this Agreement during the Term and to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
  - (b) comply with the payment requirements set out in Schedule “B”, including all requirements concerning the appropriate use, application and expenditure of the Financial Contribution provided under this Agreement;
  - (c) comply with all applicable laws and regulations including, without limitation, the *Criminal Records Review Act*;
  - (d) hire and retain only qualified and competent staff and, if approved by the Province, Subcontractors;
  - (e) unless otherwise agreed in writing by the Parties, supply or obtain, at its own cost, all labour, facilities, equipment, materials, licenses and approvals necessary or advisable to carry out the Services;

- (f) comply with the provisions of Schedule “H”, if attached, and any instructions from time to time provided by, and co-operate with, the Province with respect to the making of any public announcements regarding the Services and the details of this Agreement;
- (g) acknowledge the Financial Contribution made to the Recipient by the Province in the manner directed by the Province or specified in Schedule “H”, if attached, as may be amended by the Province in its sole discretion from time to time;
- (h) comply with the Security Schedule, if attached as Schedule “G”, as may be amended by the Province in its sole discretion from time to time;
- (i) comply with the Personal Information and Privacy Schedule, as attached at Schedule “E”, as may be amended by the Province in its sole discretion from time to time; and
- (j) comply with the Criminal Records Checks Schedule, if attached as Schedule “F”, as may be amended by the Province in its sole discretion from time to time.

**5.02** Without limiting the generality of subsection 5.01(c), the Recipient 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 Recipient’s obligations under this Agreement, including the *Workers Compensation Act* or similar laws of other jurisdictions as applicable.

## **ARTICLE 6 – RECORDS**

**6.01** The Recipient will:

- (a) establish and maintain complete and accurate accounting and administrative records with respect to the Financial Contribution and its provision of the Services, in form and content satisfactory to the Province (and in an electronic format whenever possible);
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred for its provision of the Services, in form and content satisfactory to the Province (and in an electronic format whenever possible);
- (c) permit the Province, for contract monitoring and audit purposes, at any time or times during normal business hours, to enter any premises used by the Recipient or any Subcontractor to provide the Services or where Materials are kept, in order for the Province to copy or audit, or both, any or all of the books of account and other records (including original supporting documents) referred to in subsections (a) and (b) of this section; and
- (d) record and report statistics and other data in connection with the provision of the Services and the expenditure of the Financial Contribution, as identified in this Agreement or otherwise reasonably requested by the Province from time to time, in form and content satisfactory to the Province (and in an electronic format whenever possible).

**6.02** The Recipient must retain, and keep safe and in an organized condition (and in an electronic format whenever possible) all Materials, time records, books of account, invoices, receipts, vouchers and other records relevant to this Agreement until directed by the Province in writing to dispose of or deliver to the Province such information, and the Recipient will dispose of or deliver that information as specified in the direction.

**6.03** Upon the Province's request, the Recipient will:

- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under or in relation to this Agreement; and
- (b) at any time before the seventh anniversary of the end of the Term, permit the Province at all reasonable times to inspect, audit, examine, review and copy any Materials or other records referred to in section 6.01.

**6.04** Without limiting the generality of section 14.02, the Recipient will ensure that any Subcontractors comply with all of the obligations set out in sections 6.01 to 6.03, to the extent that they apply to the Services provided by such Subcontractors.

## **ARTICLE 7 – STATEMENTS AND ACCOUNTING**

**7.01** Immediately upon the completion of the Term, and at any other time within 3 months of being requested to do so by the Province, but no later than the seventh anniversary of the end of the Term, the Recipient must provide to the Province a statement documenting its expenditure of the Financial Contribution under this Agreement and accounting for any and all Overpayments, in form and content satisfactory to the Province, and:

- (a) if it has audited financial statements prepared annually, provide its most recent audited financial statements, prepared by a recognized accounting firm, and, when available, the audited financial statements for the Recipient's fiscal year(s) covering any portion of the Term of this Agreement; or
- (b) if it does not have audited financial statements prepared annually, at the Province's discretion:
  - (i) have prepared by a recognized accounting firm, and provide, audited financial statements for the Recipient's fiscal year(s) covering any portion of the Term of this Agreement; or
  - (ii) provide to the Province a statement documenting its expenditure of the Financial Contribution under this Agreement, in form and content satisfactory to the Province.

**7.02** Unless demanded by the Province earlier, immediately upon the completion of the Term, any Overpayments outstanding and not set-off by the Province in accordance with the provisions of section 2.07 will become a debt owing to the Province by the Recipient and must be repaid to the Province, plus interest at the rate then in effect, as provided for by the FAA's *Interest on Overdue Accounts Receivable Regulation* (the "**Rate**"), within 10 business days. In any event, any Overpayment shall constitute a debt that shall accrue interest at the Rate until paid in full to the Province.

**7.03** If an activity funded by the Financial Contribution is not wholly completed by the end of the Term, any portion of the Financial Contribution already provided to the Recipient for that activity that remains unexpended at the end of the Term will be deemed to be an Overpayment.

**7.04** For greater certainty, any portion of the Financial Contribution that the Recipient expends on items that, in the opinion of the Province, are not eligible components of an approved activity

funded by the Financial Contribution will be deemed to be an Overpayment to the extent that such portion has already been provided to the Recipient.

**7.05** Notwithstanding any other provision in this Article 7, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term may, at the sole discretion and direction of the Province, be:

- (a) returned by the Recipient to the Minister of Finance;
- (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
- (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

#### **ARTICLE 8 – CONFLICT OF INTEREST**

**8.01** Prior to entering into this Agreement and throughout the Term, the Recipient will disclose to the Province any contract, arrangement, consultant, major shareholder, employee or any other circumstance, whether temporary or ongoing in nature, that could be perceived to be a conflict of interest with respect to the Province or the Recipient's provision of the Services.

**8.02** The Recipient will not, during the Term, perform a service for or provide advice to any person or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person or entity.

#### **ARTICLE 9 – CONFIDENTIALITY**

**9.01** The Recipient will treat, and will cause any Subcontractors to treat, the Materials, this Agreement and any other information which comes to its knowledge as a result of this Agreement as confidential, except where use or disclosure is necessary for the Recipient to fulfil its obligations under this Agreement or as required by law.

#### **ARTICLE 10 – DEFAULT**

**10.01** Any of the following events will constitute an "Event of Default":

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient under this Agreement is or becomes untrue or incorrect;
- (c) any information, statement, certificate, Report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is or becomes untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate or carry on business in a manner required to support its provision of the Services;

- (e) a change occurs with respect to any one or more of the properties, assets, conditions (financial or otherwise), operations or business of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfil its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent (including where its liabilities exceed its assets or it is unable to timely pay its debts as they become due) or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or similar legislation is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed;
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof; or
- (k) the Recipient fails to fully pay any Overpayment to the Province within 10 business days of any written demand therefor by the Province.

#### **ARTICLE 11 – TERMINATION AND SCALING BACK**

**11.01** Upon the occurrence of any Event of Default or at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) immediately terminate this Agreement, in which case the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient, or any of its officers, directors, employees, agents, Subcontractors or other third-parties, under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any payment of the Financial Contribution or any other amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default; or
- (e) pursue any other remedy available at law or in equity.

**11.02** The Province, at its option, may also terminate this Agreement either:

- (a) without cause and for convenience on no less than 60 days' written notice; or
- (b) immediately if the Province determines that any action or inaction of the Recipient places the health or safety of any person receiving the Services at immediate risk

and, in either case, the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient under this Agreement.

- 11.03** The Province may also, in its sole discretion and at its option, request a scaling back of the scope of the Services funded under this Agreement.
- 11.04** If the Recipient is unable or unwilling to scale back the scope of Services, the Province at its option may terminate this Agreement in accordance with subsection 11.02 (a), and the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient under this Agreement.
- 11.05** Where this Agreement is terminated before 100% completion of the Services (including as such Services may have been scaled back), the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination, less any Overpayment and, regardless of whether there is any Overpayment, less any holdback reasonably calculated by the Province, in its sole discretion, as allowed by section 2.06.

## **ARTICLE 12 – DISPUTE RESOLUTION**

- 12.01** Unless otherwise agreed by the Parties, all disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration by a single arbitrator pursuant to the *Arbitration Act*.
- 12.02** The place of arbitration will be Victoria, British Columbia, unless otherwise agreed by the Parties in writing.

## **ARTICLE 13 – INDEMNITY AND INSURANCE**

- 13.01** The Recipient 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 Recipient, or by any of the Recipient's agents, employees, officers, directors or Subcontractors, in connection with this Agreement; or
  - (b) any representation or warranty of the Recipient being or becoming untrue or incorrect.
- 13.02** The Recipient must comply with the Insurance Schedule, if attached at Schedule "D", which may be amended from time to time by the Province in its sole discretion.

## **ARTICLE 14 – ASSIGNMENT AND SUBCONTRACTING**

- 14.01** The Recipient must not, without the prior, written consent of the Province, assign, either directly or indirectly, this Agreement or any right or obligation of the Recipient under this Agreement.
- 14.02** The Recipient must not subcontract any of the Recipient's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached

Schedule “C”, or otherwise approved by the Province in advance in writing. The Recipient must ensure that:

- (a) any person retained by the Recipient to perform obligations under this Agreement; and
- (b) any person retained by a person described in subsection (a) to perform those obligations fully complies with this Agreement in performing those obligations.

**14.03** No subcontract, whether consented to or not, entered into by the Recipient will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.

**14.04** Without limiting the generality of section 14.02, the Recipient will ensure that any Subcontractors comply with all of the obligations set out in section 5.01 and schedule “D”, to the extent that they apply to the Services provided by such Subcontractors.

**14.05** This Agreement will be binding upon the Province and its assigns and the Recipient and its successors and permitted assigns.

#### **ARTICLE 15 – OWNERSHIP AND LICENSING**

**15.01** The Province exclusively owns all property and intellectual property rights, including copyright, in the Province Materials and any information, equipment or other property provided by the Province to the Recipient as a result of this Agreement and the Recipient will forthwith deliver any and all such Province Materials, information, equipment or other property to the Province on written notice to the Recipient requesting delivery of the same, whether such a notice is given before, at or after the expiration or sooner termination of this Agreement.

**15.02** The Parties agree that the ownership of, and any licensed rights associated with, the Produced Materials and any Incorporated Materials shall be as set out in Schedule “T”.

**15.03** The Province hereby grants to the Recipient the limited right to:

- (a) reproduce and display during the Term; and
- (b) unless otherwise limited by the Province in writing, grant to any third-party beneficiaries of the Financial Contribution the right to reproduce and display during the Term

any Province logos set out in section 3 of Schedule “H”, if attached, during the Term and strictly in accordance with the provisions contained in such schedule or as may be communicated to the Recipient by the Province from time to time in writing.

#### **ARTICLE 16 – OTHER FUNDING AND FINANCING**

**16.01** If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof and such funding may be deemed by the Province, in its sole discretion, to be an Overpayment which may result in the Province, in its sole discretion, exercising its rights under section 2.07 of this Agreement.

- 16.02** The Recipient agrees to hold the Province harmless and hereby releases the Province from any liability of any kind or nature arising from or connected with the Recipient entering into any financing, including any loan or lease, in relation to its provision of the Services.

#### **ARTICLE 17 – NOTICES**

- 17.01** Any legal notice required or permitted to be given under this Agreement and any formal written communications from the Recipient to the Province (not including day to day business communications) must be mailed, personally delivered (including by courier) or faxed to the address or fax number for the Province’s representative(s), as set out in Schedule “A”.
- 17.02** Any legal notice required or permitted to be given under this Agreement and any formal written communications from the Province to the Recipient (not including day to day business communications) must be mailed, personally delivered (including by courier) or faxed to the address or fax number for the Recipient representative(s), as set out in Schedule “A”.
- 17.03** Any written communication contemplated in this Article 17 from either Party will be deemed to have been received by the other Party on the third business day after mailing in British Columbia, on the date of personal delivery if personally delivered, or on the date of transmission if faxed.
- 17.04** A Party shall, upon a change occurring to its address or other details for delivery of notice, formally notify the other Party in writing of such change and, following the receipt of such notice, the new address or other details will, for the purposes of section 17.01 or 17.02 of this Agreement, be deemed to be the delivery details of the Party giving notice.

#### **ARTICLE 18 – NON-WAIVER**

- 18.01** No waiver of any term or condition of this Agreement or the satisfaction of a condition or non-performance of an obligation by the Recipient under this Agreement will be effective unless it is in writing and signed by the Province.
- 18.02** Unless otherwise specified in writing, no waiver shall operate as a continuing waiver or a waiver of any other obligation or right under this Agreement.

#### **ARTICLE 19 – ENTIRE AGREEMENT**

- 19.01** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

#### **ARTICLE 20 – SURVIVAL OF PROVISIONS**

- 20.01** Sections 2.04, 2.05, 2.07, 6.01 to 6.04, 7.01 to 7.05, 9.01, 11.05, 12.01, 12.02, 14.03 to 14.05, 15.01 to 15.03, 16.01, 16.02, 20.01, Article 21, any accrued but unpaid payment obligations, any other provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, and any other provisions of this Agreement which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will survive the expiration or sooner termination of this Agreement.



## ARTICLE 21 – MISCELLANEOUS

- 21.01** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 21.02** The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 21.03** No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the Parties.
- 21.04** If any provision of this Agreement or the application 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 thereby and will be enforceable to the extent permitted by law.
- 21.05** Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that the Recipient is required to obtain, unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 21.06** Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 21.07** In this Agreement, unless the context requires otherwise, words importing the singular include the plural and *vice versa*.
- 21.08** Unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, and includes any regulation(s) made thereunder, as such may be amended or replaced from time to time.
- 21.09** Time and the uninterrupted provision of the Services are of the essence of this Agreement. The Recipient will immediately notify the Province in the event that the Recipient is unable to provide the Services for any period during the Term. Notwithstanding any other provision in this Agreement, the Province reserves the right to engage other resources to provide the Services during any such periods and make claim for compensation for related costs against the Recipient.
- 21.10** For the purpose of sections 21.11 and 21.12, an “**Event of Force Majeure**” includes, but is not limited to, acts of God, changes in applicable laws, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), acts of terrorism, fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an “Event of Force Majeure”.
- 21.11** Neither Party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the reasonable duration of the Event of Force Majeure.

- 21.12** If an Event of Force Majeure occurs or is likely to occur, then the Party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume compliance with its obligations under this Agreement with the least possible delay.
- 21.13** The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- 21.14** If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision of the Schedule is inoperative to the extent of the conflict unless the Schedule states that it operates despite a conflicting provision of this Agreement.
- 21.15** This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, and all such executed counterparts may be delivered by facsimile transmission or emailed in portable document format (PDF) to such email address as may be provided by each Party for such purpose and each such transmission shall be considered an original.

In witness whereof, the Parties hereto have executed this Agreement to be made effective as of the Effective Date.

<p>SIGNED on behalf of Her Majesty the Queen in Right of the Province of British Columbia, by an authorized representative of the Minister of Jobs, Economic Development and Competitiveness:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>	<p>SIGNED on behalf of the Recipient by its authorized signatory or signatories:</p> <p>_____</p> <p>Signature(s)</p> <p>_____</p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p>
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## **SCHEDULE “A”**

«ProjectName»

### **ARTICLE 1 - TERM**

#### **1.01 Term**

Notwithstanding the actual date of execution and delivery of this Agreement, the term of this Agreement (the “**Term**”) commences on [date] (the “**Effective Date**”) and ends on [date], unless extended in accordance with section 1.02 below or earlier terminated in accordance with its terms.

#### **1.02 Extension [if applicable]**

The Term of this Agreement may be renewed for up to \_\_ additional \_\_ (year/month) period(s) at the mutual consent of both Parties on the same terms and conditions contained herein, except for this provision as to renewal.

### **ARTICLE 2 - PROGRAM AND PROJECT DESCRIPTION**

#### **2.01 Background and Objectives**

*[to be completed]*

#### **2.02 Standards of Performance**

The Recipient must:

- (a) deliver the Project and perform the Services in furtherance of the Program objectives;
- (b) 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;
- (c) perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services; and
- (d) use all reasonable efforts to meet the following performance standards in its provision of the Services:

*[to be completed]*

#### **2.03 Project Services, Deliverables and Milestones**

The Recipient will provide the following deliverables:

- (a) *[to be completed]*

#### **2.04 Reporting**

The Recipient will provide regular updates and Reports to the Province advising of the status of the Project and the provision of the Services and, without limiting the generality of the foregoing, will provide the following Reports in the manner and format indicated, and on or before the deadlines set out, below:

*[to be completed]*

## **2.05 Project Timeline**

*[to be completed]*

## **ARTICLE 3 – REPRESENTATIVES**

### **3.01 Province’s Representative(s)**

The representative(s) for the Province and their address(es) and fax number(s) for the purposes of providing legal notice to the Province pursuant to Article 17 are as follows:

«FirstName» «LastName»

«Title»

Email:

Mailing Address:

PO Box \_\_\_\_ Stn Prov Govt

Victoria BC V8W 9E6

Personal Delivery:

Ministry of \_\_\_\_\_

Victoria, BC V \_\_\_\_\_

### **3.02 Recipient’s Representative(s)**

The representative(s) for the Recipient and their address(es) and fax number(s) for the purposes of providing legal notice to the Recipient pursuant to Article 17 are as follows:

«FirstName» «LastName»

«Title»

Email:

«Organization»

Mailing Address:

«MailingAddress»

Personal Delivery/Physical Location:

«PhysicalAddress»

## **SCHEDULE “B”**

### **FINANCIAL CONTRIBUTION**

[the schedule is subject to changes – to be finalized when contract is awarded]

1. The Province will provide the Financial Contribution to the Recipient, for its satisfactory fulfilment of the Requirements under this Agreement, as follows:
  - (a) upon receipt and approval by the Province of online landing page, online intake forms and process, as set out in section 2.03 of Schedule “A”, a payment amount of \$[portion of proposal total], and [2/3 of the total funds the Recipient will issue to BC businesses as grants on behalf of the Province];
  - (b) upon receipt and approval by the Province of the proof of approved grant applications of 500 qualified business participants, 25% of which must be regional or Indigenous, as set out in section 2.03 of “Schedule A”, a payment amount of \$[portion of proposal total];
  - (c) Subsequent payments to be made periodically throughout the rest of fiscal year 2020/2021 as the grant program continues and qualified applicants’ grant proposals are approved. At each milestone of 500 qualified business participants (25% of which must be regional or Indigenous), the Province will make a payment of \$[portion of proposal total], up to a minimum of 1,500 grant recipients and a maximum of \$[11.25M in grants to eligible BC businesses], [and the final 1/3 of the funds the Recipient will issue to BC businesses as grants on behalf of the Province];
  - (d) Further to section 1(c) of “Schedule B”, if the maximum contribution of \$[11.25M in grants] has not been subscribed to by March 10, 2021, a final contribution will be provided prior to March 31, 2021 based on an acceptable estimate from the Recipient of program applications to May 31, 2021, [to a minimum of 1,500 applicants and \$11.25M in grants to eligible BC businesses].
  - (e) upon receipt and approval by the Province of *[specify final deliverable/milestone/Report]*, as set out in section \_\_\_\_ of Schedule “A”, a payment amount of \$ \_\_\_\_\_;
2. Notwithstanding section 1 of this Schedule “B”, in no event will the Financial Contribution payable to the Recipient under this Agreement, including all eligible expenses, exceed, in the aggregate, \$[\$11.25M for grants + proposal total] plus any applicable taxes payable on that amount.
3. Upon completion of each of the Requirements specified in section 1 of this Schedule “B” the Recipient must, in order to obtain payment, submit to the Province:
  - (a) a written statement of account, in form and content acceptable to the Province, showing the calculation of all fees and expenses claimed under this Agreement for the period in which this statement is submitted; and
  - (b) a declaration of any amounts owing to the Province under legislation or by agreement, whether or not as a result of this Agreement.

Within 30 days of receiving a written statement of account as described in this section 3, the Province will pay to the Recipient the corresponding fees set out in section 1 of this Schedule “B”.

4. If applicable, the Province will pay GST on the Financial Contribution, as long as the Recipient is a GST registrant and the Recipient’s statement of account clearly indicates the Recipient’s GST registration number as well as the amount of GST being charged.

**SCHEDULE “C”**  
**APPROVED SUBCONTRACTORS**

#### **SCHEDULE “D”**

1. The Recipient must, without limiting the Recipient’s obligations or liabilities and at the Recipient’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.
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 Recipient must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 business days of commencement of the Services, the Recipient 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 Recipient must provide to the Province within 10 business days of the policy’s expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Recipient must provide to the Province certified copies of the required insurance policies.
4. The Recipient must obtain, maintain and pay for any additional insurance which the Recipient is required by law to carry, or which the Recipient considers, in its sole discretion, necessary to cover risks not otherwise covered by insurance specified in this Schedule “B”.



## **SCHEDULE “E”**

### **PRIVACY**

#### **1.01 Custody and Control of Personal Information**

The Parties agree that the Province does not have custody or control, for the purpose of FOIPPA, of any Personal Information collected, used or maintained the Recipient in relation to its provision of the Services.

#### **1.02 Collection and Disclosure**

The Recipient:

- (a) will not collect any Personal Information from any individuals in relation to its provision of the Services unless such information relates directly to or is necessary for the Recipient’s provision of the Services; and
- (b) must not at any time provide any such Personal Information to the Province.

**SCHEDULE "F"**  
**CRIMINAL RECORDS CHECKS**

Not Applicable

**Schedule G – Security Schedule**

Not Applicable

## Schedule “H”

### Marketing, Publicity and Communications Guidelines

For the purposes of this Schedule “H”, all references to the Recipient shall be deemed to include any of its Subcontractors and, where appropriate, any organization that receives services, benefits or opportunities funded under this Agreement. In addition to any other requirements set forth in this Agreement, unless otherwise directed or approved in writing by the Province:

1. The Recipient will cooperate with the Province in such public announcements, news releases or event opportunities regarding the Recipient’s Project or other activities funded under this Agreement (the “**Activities**”), as the Province requests.
2. The Recipient will not provide any media releases, promotional materials or communications in a public forum with respect to the Activities or the details of this Agreement except where the same have been approved in advance by the Province.
3. The Recipient will acknowledge the Financial Contribution made by the Province on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms or other publications and promotional materials produced by the Recipient and related to the Activities (collectively, “**Communications**”), as well as at any offices where Participants or organizations receive services, benefits or opportunities funded under this Agreement, in accordance with the following:

All Communications must display the following logo(s) and/or acknowledgement statement (“**Branding**”):

*“We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of **Jobs, Economic Development and Competitiveness**.”*

4. All Communications must have prior approval from the Province. To obtain prior approval the Recipient must submit the proposed template for the Communications to the Province identifying the media channel and duration of the proposed Communications.
5. Any urgent media deadlines for the Communications should be flagged when requests for approvals are submitted.
6. At any office or location where the Activities take place, the Recipient will display the signage provided by the Province or may, if pre-approved by the Province, provide and display locally produced signage acknowledging the Province’s involvement with and/or support of the Activities.
7. The Recipient will ensure that, where possible, cheques or deposit statements provided to Participants or organizations receiving financial assistance from the Recipient in relation to the Activities are provided to the Participants and organizations together with an insert pre-approved by the Province bearing the Branding.

8. Any and all use by the Recipient of any Provincial logos set out in the Branding will be in the form provided, and will comply with the graphic standards and any conditions communicated, by the Province to the Recipient from time to time.

9. The Province is and shall remain the owner of all right, title and interest in and to any Province logos set out in the Branding, and any goodwill associated with the use of such Province logos by the Recipient will enure entirely to the Province. Any proprietary rights not specifically granted to the Recipient under this Agreement remain with the Province including, without limitation, copyright and trade-mark protection.

## Schedule “I”

### Materials

#### 1.0 Produced Materials

***OPTION 2 (Recipient owns Produced Materials – Note: this is not the typical situation):***

- (a) As between the Province and the Recipient, the Recipient exclusively owns all intellectual property rights, including copyright, in the Produced Materials.



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**Online Shops Grant Administration Services  
Request for Proposal No. RFP21JEDC11**

**AMENDMENT #1  
Date: November 16, 2020**

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Q1: The link to the contract template is not accessible without an IDIR account.

A1: Please see attached a separate file. This template contract will be updated based on the response from the Successful Proponent.

Q2: Has the Ministry identified a specific grant management technology that they prefer for this project?

A2: No. The Ministry is open to any technology that is capable of meeting the identified requirements.

*All questions submitted by November 16, 2020 at 9 am are included in this document.*

*END of Amendment #1*

## **Online Shops Grant Administration Services**

### **Proponent Evaluation Handbook Request for Proposal # RFP21JEDC11**



## Evaluation Guide Notes

This package is provided to establish a clear record of an evaluator's rationale in assessing performance of a Proponent's proposal to the stated criteria. Please note that the Province must be prepared to provide all Proponents with feedback on a criterion-by-criterion basis and be able to support reasons for aggregate scores that are being awarded. The summary sheet provided to Proponents at the debriefings may also contain the successful Proponent's score.

### Overview

Proponents spend a considerable amount of time preparing proposals in response to formal solicitations issued by the Province. The Province is duty bound to follow the 'rules of the game' that are described in the Request for Proposal document. Evaluators are also responsible for exercising equal and fair assessment of all proposals and must be sure of their allocation of points.

### General Rules and Conduct

An evaluation committee (Committee) will conduct the evaluation process. Each member of the Committee will have voting privileges. The Procurement and Contract Specialist will act as the Committee Chair.

The following rules will guide the Committee.

1. The Committee Chair is responsible for the overall conduct of the evaluation process and may establish such rules or procedures as it may reasonably determine as required.
2. Committee members must not discuss any aspect of the evaluation or share any information submitted, including proposals or other related documents with anyone other than members of the Committee.
3. Any member of the Committee who feels that they are, or may be, in a conflict of interest must declare this fact to the Chair. The Chair, in collaboration with the remaining members, will decide whether that member is permitted to remain as a member of the Committee. An example of a conflict of interest is a Committee member with a family member who works for a company that is submitting a proposal or a Committee member who has a controlling interest in a company submitting a bid. Please note that by continuing to sit on the Committee, you are declaring that, in your opinion, you are not in a conflict of interest.
4. All proposals will be kept secured during the evaluation period. All proposals and evaluation forms will be submitted to the Committee Chair at the completion of the process.
5. All scores and related comments should be marked in the evaluation form.
6. The Chair will perform an initial verification of compliance with mandatory requirements. However, during individual review, panel members should verify, as applicable, whether compliance is supported in the proposal submissions. Only compliant proposals will be considered.
7. Wherever possible, Committee members should be present at all stages of the evaluation process.
8. Committee members must evaluate proposals on their individual merits and award scores according to the scoring table attached to this booklet. Evaluators should not award scores by comparing proposals.
9. Please note that you may only evaluate based on the information enclosed in the proposals. You may not draw on previous knowledge of a company in order to fill in gaps in their proposal.

**Example** – An evaluation criterion asks Proponents to provide a reference for a similar project that has a dollar value in excess of \$x.

- **Failure to respond** – If the Proponent fails to respond to the evaluation criterion that you know in fact that they would have met → You may not award any points.
- **Partial compliance** – If the Proponent describes the similar project and states the dollar value but does not provide a reference → Only partial points (at best) may be awarded.

10. Please be succinct, neutral and objective in your commentary, as each of the evaluation packages will be subject to disclosure under Freedom of Information and Protection of Privacy legislation. Where you feel you are not capable of providing a fair assessment on a criterion, you must judge whether it would be preferable to defer on that criterion to other panel members. The Committee Chair can provide guidance should you feel it necessary.
11. Committee members must not make any copies of any documents related to the process.
12. Any questions regarding the evaluation process should be referred to Procurement.
13. Any questions from Proponents must be referred to Procurement.

### **Method of Evaluation**

The following approach should be used in order to ensure consistency among evaluators.

1. You will be provided with:
  - (a) An Evaluation Form in excel to input your score for each proposal.
  - (b) Each evaluation package contains this evaluation handbook, an evaluation form (in excel) and a proposal.
    - Please input your individual score for each proposal in the evaluation form using a score from 0 – 10 only.
    - Please note that by being on the evaluation committee you agree to abide by the rules stated in the booklet or as otherwise modified by the Chair.
2. The written evaluation process will be as follows:
  - (a) Evaluate each proposal on your own ensuring that each criterion is reviewed and assessed based on the information provided in the proposal. Write your comments for each criterion in the space provided in the excel sheet. Please use the attached Scoring Table as a base-line reference. For example, if you consider a criterion response to be “average”, then enter a 6 score against that criterion.
  - (b) At the designated time, meet with the other Committee members to discuss and clarify your rationale or interpretation of the proposals and your scores. The Committee members will meet for an evaluation consensus meeting, where the scores of the individual members will be averaged and that average will be the final score for each Proponent.
  - (c) Please return all completed evaluation forms to Procurement.
3. On completion of the evaluation:
  - (a) Procurement will tally all scores and enter the mark (average) into the Final Evaluation Spreadsheet.
  - (b) The final evaluation spreadsheet will summarize the scores in a weighted average.
  - (c) The evaluation team will meet to go over the results and agree on the highest weighted Proponent.
  - (d) Once the top ranked Proponent is identified and subject to internal sign-off, all Proponents will be advised in writing of the results and a de-briefing session offered to unsuccessful Proponents.

### Scoring Table

Percent	Description	Scoring Table Summary
10	Exceptional	Exceptional, far exceeds expectations with no added risk; very desirable.
8.5		Exceeds the requirements of the criterion in ways that are beneficial to the Province's needs; any added risk deemed acceptable
7	Meets Requirements	Meets expectation and all minimum requirements.
5		Arguably meets expectations and minimum requirements.
2.5	Fails to meet requirements	Fails to meet minimum requirements, proposes other solution.
0	Unacceptable	Proposed solution deemed unacceptable from every aspect. No response or solution submitted.

### Expected Time Line

Event	Anticipated Date
Request for Proposal is issued	November 12th
Request for Proposal closes	December 4th
Proposal Evaluation Completed	December 8th
Evaluation Consensus Meeting	December 9th
Proponent Demonstration	N/A
Contract is signed	December 18th
Service begins	December 21st

## Evaluation Form Overview

*\*Use the excel Evaluation Form to complete the evaluation. Do not add scores to this word document.\**

### Mandatory Criteria

Criteria	Met (Y/N)
1 – Proposal must be received at the closing location <b>before</b> the closing time.	
2 – Proposal must be in English.	
3 - The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.	
4 - The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable) in accordance with the requirements set out in Section 2.2.	
5 - The proposal must not be more than 12 pages in overall length using no less than a 10pt font exclusive of any URLs or appendices specially requested; the province will not evaluate any pages that exceed this maximum page count.	

**Note:** Mandatory criteria will be screened by the Committee Chair. Only proposals that meet mandatory criteria will be evaluated by the Committee.

### Evaluation Criteria Summary

Component	Maximum	Minimum
Capabilities	40	24
Approach	30	18
Pricing	30	---
<b>Grant Total Score</b>	<b>100</b>	

**Note:** Pricing will be pre-scored by the Committee Chair.

## Evaluation Criteria Guidelines





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**Online Shops Grant Administration Services  
Request for Proposal No. RFP21JEDC11**

**AMENDMENT #2  
Date: November 19, 2020**

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Q3: Would delivering a self-employment program count as related experience?

A3: Yes, the Ministry would accept this as relevant experience.

Q4: Will the task of assessing the eligibility of the grant application be performed by the Ministry or is this something that is considered within the scope of the current RFP?

A4: The Contractor will be required to perform the assessment, based on the criteria provided by the Ministry.

Q5: Is there an expectation to corroborate against a listing of regional and Indigenous owned businesses?

A5: Yes, this is an expectation of the Contractor.

Q6: To what extent has the Ministry developed the checklist of eligibility and identified the data sources needed for approval?

A6: The Ministry will provide a finalized checklist to the selected Contractor.

Q7: Can you provide details on the requirements of the Proponent's responsibilities in promoting the program?

A7: The Contractor will be expected to promote the program. All promotional materials must be vetted by the Ministry.



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Q8: Is the Ministry going to select the independent auditor to perform the compliance audit or will the Proponent engage one? What compliance areas are in scope?

A8: The Contractor is expected to engage an auditor. The Ministry will provide a checklist, including use of funding against eligible expenses and development of an online shops in alignment with the checklist.

Q9: Are there any personnel restrictions for the delivery of services such as Canadian citizenship?

A9: To further meet the mandate of economic recovery, it is expected that the Contractor will use staff resident in BC to perform the services.

Q10: How many days does the Contractor have after the contract award for the go-live date of the solution?

A10: The Ministry expects the solution to be implemented within 2 to 3 weeks following the contract award.

Q11: Why has the Ministry decided to contract out the management of the program entirely rather than work with familiar partners like Small Business BC for similar programs in the past? Is there a particular schedule, legislative, or other condition that necessitates the contracting out of the entire program?

A11: The Ministry is already working with Small Business BC and others to deliver economic recovery programs. For this program, the Ministry is searching for a delivery partner with the capabilities to administer the full program. Contracting out the entire program ensures the full funding amount will be distributed to BC businesses that need the financial support to build an online shop.





Q12: Would the Ministry require an authenticated website or portal where applicants create an account to submit applications, receive updates, process payments?

A12: No, this is not a requirement.

Q13: Does the Ministry expect the Contractor to engage a third-party payment processor like Stripe or Moneris to distribute funds to successful applicants from a bank account funded by the Ministry?

A13: Ministry expects the Contractor to explain in their proposal how they would manage the grant payment process. If the Contractor doesn't have the capabilities in-house and chooses to engage with a third-party, that should be clear in their proposal and the third party identified as a sub-contractor.

Q14: There are roughly 500,000 small businesses in BC. If only 5 per cent apply that equates to 25,000 applications that must be responded to via a call centre and evaluated by a team. Is that the kind of volume the Ministry expects based on previous programs?

A14: The Ministry's expectation is to keep the intake open until the funds have been fully committed.

Q15: Does the Ministry have a shortlist of preferred auditors it has used in the past for similar evaluations with which the Contractor could partner?

A15: No, the Ministry does not have a preferred listing.

Q16: Would the Province be flexible to administer payments themselves if provided an extract with the right information?

A16: No. The Ministry is looking for a Contractor(s) to administer the full program, including payment processing.



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*All questions submitted by November 18, 2020 at 4 pm are included in this document.*

*END of Amendment #2*



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**Online Shops Grant Administration Services  
Request for Proposal No. RFP21JEDC11**

**AMENDMENT #3  
Date: November 24, 2020**

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Q17: Is the requirement for an independent auditor in 4.2 in relation to the 10% of the expense summary reports as outlined in Appendix B?

A17: Yes. There is an expectation that approximately 10% of the grant recipients' expenses will be audited by an independent auditor.

Q18: Point 2 of the response guidelines in 5.1 relates more to the approach. Can we document our methodology to address this guideline under 5.2?

A18: There are two different ways of measuring the proponent's submissions – capabilities and approach. We would encourage following the guidelines to make it easier for the evaluation panel to review and evaluate your proposal.

Q19: Does the 12-page limit relate to the complete document (a-g of the proposal format in section 6) or to the Proponent Response (item d) only?

A19: The 12-page limit applies to the entire submission, exclusive of cover page, table of contents and resumes for key personnel.

Q20: Given the inherent complexities involved in responding to an RFP of this sophistication, can the proposal response deadline be extended, even by a few extra days or, ideally, by a week or more?

A20: The submission deadline will be extended by another XXX days and will now close at 2 pm on XXXXXXXXXXXXXXXXXXXXXXXX **OR**

A20: Due to the tight timelines required to achieve the program objectives, the submission deadline cannot be extended.



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Q21: Are Respondents expected to confirm and/or verify that applicant businesses are, as has been referenced in the RFP: "BC-based"? If so, how is this to be performed?

A21: The Ministry will provide the Contractor with qualification and assessment criteria.

Q22: What specific activities and/or reports are required as part of the function referenced as: "audit"?

A22: The audit is to verify that the grant funds have been used to refund eligible expenses only by the grant recipient.

Q23: Following from the above, will any similar "audit"-related activities be required for any other aspect of overall operation/management of the Program other than as related to expenditures by successful Grant recipients?

A23: Not by the Contractor.

Q24: Will the successful Proponent be expected to hold the program funds in a formal trust?

A24: No, but the Contractor must maintain the funds in a separate bank account and be able to provide the Ministry with detailed reporting of the account activity and balances, if requested.



Q25: Are there any conditions or restrictions related to the set-up, ongoing operation and/or decommissioning of the "program online intake" and/or other related internet-based capabilities or components of the successful Proponent's Program system? For example, can the successful Proponent domicile and/or operate its system - including the receipt and storage of any/all applicant-provided information and data - outside the geographic boundaries of BC?

A25: The BC Government has data residency requirements for data storage, and data in transit and at rest to be in Canada. For more information, please visit:

<https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/privacy/good-privacy-practices#storage-and-access-in-canada>

Q26: Will the successful Proponent's "program online intake" system and other related components and/or functionality be subject to the BC Governments' "Security Threat and Risk Assessments (STRA)" or similar requirements?

A26: We need to ask Kartheek Ketepalle this question.

*All questions submitted by November 23, 2020 at 4 pm are included in this document.*

*END of Amendment #3*



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**Online Shops Grant Administration Services  
Request for Proposal No. RFP21JEDC11**

**AMENDMENT #4  
Date: November 27, 2020**

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Q27: We are aware that the Ministry has previously contracted a different company for the implementation of a “Return to Work” solution using Salesforce’s Work.com platform. Does the Ministry have a preference for utilizing the Work.com platform for Grant Management in this project as well or would the Ministry be open to using other technologies/solutions to achieve the project goals?

A27: The Ministry is open to any technology that can meet the identified requirements.

Q28: In terms of the logistics of the actual project, would the Online Shops program provide funding to successful applicants as reimbursements of approved activities, or in advance before approved activities are carried out? As this would affect our plan/approach for the project.

A28: The program is a traditional grant program where the grant payment is issued in advance and the grant recipient will report back how they spend the funds against eligible expenses.

*All questions submitted by November 26, 2020 at 4 pm are included in this document.*

*END of Amendment #4*



## CONTRACT COMMITMENT FORM

Date Contract/Amendment becomes Effective: **December 23, 2020**

Contract # **SCA21AFBC03**

Note: This Form must be forwarded to the Procurement & Contracts Team for review and sign-off before the contract is sent to the contractor.  
Section B, is only required for initial contracts, and section C is only required for amendments. Questions about this form can be directed to  
Procurement and Contract Management, PROCECON@gov.bc.ca.

☒ New Contract or Amendment ☐ # - contract has Increased / <Decreased> by: (leave blank if unchanged)

### A. Branch Action

Branch/Division: Planning and Innovation	Contract Manager: Maija Duffy	Telephone: (778) 698-8766
---	----------------------------------	------------------------------

### B. Initial Contracts only

Brief Project Description (this will be released under an FOI request):

The Online Shops grant program will provide grant funding to eligible BC small and medium sized businesses, including regional and Indigenous businesses. The grant funds will support the adoption of e-commerce tools to build an online shop or improvements to a business' existing e-commerce.

Mandatory to Select One Procurement Process (Select from drop down): Procurement Code descriptions

100 = Open Competitive Process

Solicitation Number

RFP21JEDC011

Mandatory to Select One AIT Exclusion (Select from drop down): AIT Code descriptions

100 = Purchase subject to AIT

Is personal information being collected, accessed or created ☐ YES ☒ NO ☐ UNSURE

If yes, complete the "Personal Information Requirement For Contracts" form and submit it to the Ministry Privacy Officer (MPO)

### C. Amendments only

Reason for amendment is (X): <input type="checkbox"/> Change in deliverables <input type="checkbox"/> Other (specify):
--

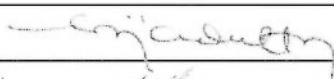
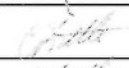
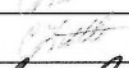
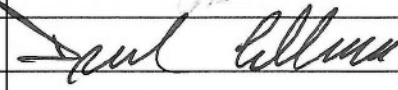
### D. Commitment

Contractor <u>legal</u> name: The Alacrity Foundation of BC				Company registration #: <small>Procurement team to complete</small>		
Doing business as (if different from above):						
Address: 100-838 Fort Street, Victoria BC						Postal code: V8W 18H
Phone:		Email: regli@alacritycanada.com		Contract Total Value (auto calculates from contract price fields) : \$ 11,984,500.00		
Term of Agreement: From:		December 18, 2020		To: February 25, 2022		Renewal Option NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
Fiscal Year	Contract Price	Client #	Responsibility Centre	Service Line	STOB* (descriptions)	Project Number
Fees 20/21	\$ 734,500.00	125-JEDC	51832	20491	8001	510X001
Fees 20/21	\$ 11,250,000.00	125-JEDC	51832	20491	7701	510X001

### E. Tax Verification Letter (TVL)

Does the TVL apply to this contract	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
-------------------------------------	------------------------------	--

\* For contracts totaling \$100,000 and over

Contract Manager (CM):		Maia Duffy	12/18/2020
Expense Authority (EA):		Christine Little	12/20/2020
Branch Assistant Deputy Minister (ADM):		Christine Little	12/20/2020
Procurement Services Review:		Derek Cockburn	DEC 22/20
Ministry Privacy Officer (MPO): ONLY required if yes or unsure ticked above			
Ministry Chief Information Officer (MCIO): ONLY required for STOB 63 contracts			
Executive Financial Officer (EFO): REQUIRED for STOB 60/61/63 direct award contracts			

\* For STOB 80 Contracts you **MUST** also complete a Government Transfer Review Form

#### G. DIRECT AWARD JUSTIFICATION

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition, and replace the instructions provided with the explanation that justifies the direct award. The justification must be kept on the contract folder file.

	CODE	POLICY RE: DIRECT AWARDS	JUSTIFICATION/EXPLANATION
<input type="checkbox"/>	200	the contract is with another government organization (CPPM 6.3.3 (a) 1.)	Name the government organization
<input type="checkbox"/>	201	the ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods, services or construction (CPPM 6.3.3 (a) 1.)	Include the answers to these questions: What evidence do you have to support that only one contractor is qualified? e.g. expression of interest, no objection to an notice of intent. If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.
<input type="checkbox"/>	202	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.)	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award.
<input type="checkbox"/>	203	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.)	Explain why the competitive process would cause this interference.
<input type="checkbox"/>	204	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.)	Explain the risks of disclosing the confidential or privileged acquisition.

Note: your justification/explanation must clearly explain how and why the contract meets one of the exceptional conditions.





COMPLETE ONLY FOR NEW TRANSFERS

The purpose of the Government Transfer Review Form (GTRF) is to ensure that all transfers are appropriately approved, documented, and structured.

Ministry:	Jobs, Economic Recovery and Innovation
Program/Division:	Small Business, Jobs & Workforce Division
Program Contact:	Maija Duffy
Legal Name of Recipient:	Alacrity Foundation of BC
Contract Number*:	SCA21AFBC03
Date:	December 14, 2020

\*Only for STOB 80 contracts

Transfer Type:		
<input checked="" type="checkbox"/> Grants (STOB 77)	<input type="checkbox"/> Entitlement (STOB 79)	<input checked="" type="checkbox"/> Shared Cost Agreement (STOB 80)

NOTE: A single GTRF can be completed for multiple payments resulting from a common purpose, if an appendix is attached providing details for the payments to each recipient.

Approval Process:

- The GTRF is completed by the Project Manager (if applicable) and approved by a Program Area Expense Authority who must complete and sign the GTRF (this document) **and** submit it to the Procurement Team ([procecon@gov.bc.ca](mailto:procecon@gov.bc.ca)).
- **Procurement Review:** The procurement team will review the transfer to attest that applicable procurement and contract management practices have been followed in accordance with the Core Policy and Procedures Manual.
- **Budget Review:** The budget team will review to ensure amounts have been forecasted, there is sufficient budget, and that applicable Treasury Board directives have been met.
- **CFO Review:** CFO review is also required to confirm that the above due diligence steps have been performed.

Further guidance related to government transfers can be found at the OCG-sponsored core policy and procedures manual site [here](#).

Financial Impact		
Term*	From: Dec 23, 2020	To: Feb 25, 2022
Total current fiscal impact on Ministry's budget*	\$11,984,500 < 80 : 734 500 77 : 11 250 000	
Total fiscal impact (if multi-year)	N/A	
If this is a new or multi-year STOB 80 agreement, has approval been received from the Secretary to Treasury Board (at a minimum)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> If yes, please attach the approval document.	
If this is a STOB 80 Agreement are 100% of the costs provided at the outset of the agreement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> If yes, please attach the approval document.	
If this is a STOB 77 grant, has previous approval in writing been received from Treasury Board or the Chair of Treasury Board?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> If yes, please attach the approval document.	
Procurement process code (check one):	<input checked="" type="checkbox"/> 100 - Open Competitive Process <input type="checkbox"/> 200 - Direct Award – Public Sector <input type="checkbox"/> 208 - Direct Award – SCA – Financial Assistance <input type="checkbox"/> 209 - Direct Award – SCA <input type="checkbox"/> N/A (STOB 77's only)	

\* Budget 2020 STOB 77, 79, and 80 allocations are maximum amounts

Additional Approvals (Authorization)	
Are there any additional approvals needed from either Cabinet or Treasury Board?	
<input type="checkbox"/> Legislation Name:	
<input type="checkbox"/> Regulation Name:	
<input checked="" type="checkbox"/> Discretionary:	TBS approval has been obtained Ref#: 394071 (ratified Dec 9, 2020)

Background and Strategic Context
Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan?
<p>The government transfer is to deliver one of the JERI-led Economic Recovery projects approved by TBS and announced in StrongerBC on September 17, 2020.</p> <p>The Online Shops grant program aims to support BC businesses in growing their customer base and increasing sales revenues through digital channels. The Online Shops grant program will provide grant funding to BC businesses that meet the eligibility criteria. The grant funding can be used towards eligible expenses that support the businesses' adoption of e-commerce tools such as building own online shop or improvements to their existing e-commerce operations. The grant covers up to 75 per cent of eligible expenses up to a maximum of \$7,500 per business can be applied to be covered by the grant. Grants will be available to at least</p>



## Economy Sector

### Government Transfer Review Form (GTRF) NEW AGREEMENTS

1,500 BC businesses. 25% of total funding is dedicated to Indigenous and regional BC businesses.

The Ministry conducted an open competitive process to find a contractor to administer the grant program. The RFP21JEDC011 was posted on BC Bid, and review panel evaluation resulted the highest scoring proposal from Alacrity Foundation of BC in partnership with Button Inc, Jetstream Digital and South Island Prosperity Partnership being awarded with the contract.

Transfer will consist of a STOB 80 Shared Cost Agreement of \$734,500 to administer the grant program, and a STOB 77 grant transfer of funds that Alacrity Foundation of BC will provide to eligible BC businesses as grants.

This transfer to Alacrity Foundation of BC is to administer the Online Shops grant program from intake through to issuing payment, ensuring appropriate use of grant funds, and surveying grant recipients for outcomes as requested by the Ministry of Jobs, Economic Recovery and Innovation. The program design has been completed by the Ministry, and the Ministry will provide the contractor with landing page content, program guide, FAQs, application form questions, intake eligibility criteria, eligible expenses, online store completion checklist, promotional messaging, adjudication templates, expense summary report templates, grant letter, confirmation and rejection letter templates and follow-up survey questions.

**Transfer Recipient/Benefits**

Describe the scope or extent of benefits that would be created by the transfer and describe the nature of the client group that will benefit (seniors, community groups etc.)

This transfer will allow qualifying BC Businesses to receive a grant to grow their customer base and increasing sales revenues through new and improved digital channels. In particular the grant funding can be used towards eligible expenses that support the businesses' adoption of e-commerce tools such as building own online shop or improvements to their existing e-commerce operations.

Businesses participating in this program will experience direct increases in customer acquisition, as well as maintain work for their staff in order to avoid laying off more people.

**Identify Risks**

Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?

Risks to delivery are low for this program.

A risk of lack of applications to accommodate the funds allocated is low, but will be mitigated by monitoring incoming applications, adjust promotional campaign accordingly or extending the intake period.

A risk of low enrollment by Indigenous and rural businesses, this will be mitigated by targeted promotion to indigenous groups and government branches to share with their networks of clients and colleagues.

Applicant's personal information may be at risk using an online application process is low, but will be mitigated by the development of a PIA will be conducted to ensure sufficient steps are taken to ensure personal information is kept safe.

A risk of having more interest that anticipated from BC businesses than allotted funds can accommodate, will be mitigated by preparing an applicant waitlist that could be used to inform the unsuccessful applicant's of similar programs in the future.

**Evaluation and Monitoring**

How will you know whether the objectives of the transfer have been met? Do you have clearly established success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement? Are there stipulations attached to the funding? If yes, who will monitor the performance on the stipulations?



## Economy Sector

### Government Transfer Review Form (GTRF) NEW AGREEMENTS

The objectives of the transfer will be met when Alacrity Foundation of BC delivers the grant funds to a minimum of 1,500 businesses across BC. Success criteria will be based around a number of indicators such as:

1. The successful creation of at least 1,500 new and improved online shops.
2. Completed a follow-up survey six months after project completion, analysis and submitted a final report in aggregate to ministry.
3. Provided the Ministry with weekly status reports on applications received, applications approved, payments made, expense summary reviews and results of the project compliance audits

Alacrity Foundation of BC will ensure that any questions raised by applicants throughout the entirety of the project are relayed to the ministry lead immediately.

#### PROGRAM AREA APPROVAL

Maija Duffy  
Contract Manager Name – printed

  
Contract Manager Signature

Dec 18, 2020  
Date

Christine Little  
Expense Authority Name – printed

  
Expense Authority Signature

December 22, 2020  
Date

NOTE: sign and submit GTRF to the Procurement Team at: [procecon@gov.bc.ca](mailto:procecon@gov.bc.ca)

#### FINANCIAL SERVICES BRANCH REVIEWS

  
Procurement Name – printed

  
Procurement Signature

DEC 22/20  
Date



Economy Sector

Government Transfer Review Form (GTRF)  
NEW AGREEMENTS

CORRIG FERREIRA  
Budget Manager Name – printed

SEE ATTACHED  
Budget Manager Signature

DEC 22/20  
Date

CARLA MEDER  
BRIAN JOURNAT  
X/ CFO Name – printed

SEE ATTACHED  
CFO Signature

DEC 22/20  
Date

## Cockburn, Derek P JEDC:EX

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**From:** Ferreira, Corinne D JEDC:EX  
**Sent:** December 22, 2020 3:41 PM  
**To:** Cockburn, Derek P JEDC:EX  
**Subject:** RE: GTRF - Alacrity Foundation SCA21AFBC03

APPROVED

Thanks Derek  
Corinne

Corinne Ferreira  
Manager, Financial Planning and Reporting  
Ministry of Jobs, Economic Recovery and Innovation  
Phone: 778-698-3372

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**From:** Cockburn, Derek P JEDC:EX <Derek.Cockburn@gov.bc.ca>  
**Sent:** December 22, 2020 3:38 PM  
**To:** Ferreira, Corinne D JEDC:EX <Corinne.Ferreira@gov.bc.ca>  
**Subject:** GTRF - Alacrity Foundation SCA21AFBC03

Corinne,

Can you please review and approved the attached GTRF (also attached CCF and draft SCA).

Thanks,

Derek Cockburn CPA, CGA PCMP Cert.  
Manager Procurement and Financial Operations  
Supporting the Economy Sector Ministries (JERI, LBR, MMA, TACS)  
(778) 698-4342

## Cockburn, Derek P JEDC:EX

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**From:** Merkel, Carla JEDC:EX  
**Sent:** December 22, 2020 4:10 PM  
**To:** Cockburn, Derek P JEDC:EX  
**Subject:** RE: GTRF - Alacrity Foundation SCA21AFBC03

a/CFO approved

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**From:** Cockburn, Derek P JEDC:EX <Derek.Cockburn@gov.bc.ca>  
**Sent:** December 22, 2020 4:01 PM  
**To:** Merkel, Carla JEDC:EX <Carla.Merkel@gov.bc.ca>  
**Subject:** GTRF - Alacrity Foundation SCA21AFBC03

Carla,

As acting CFO, can you please review and approved the attached GTRF (also attached CCF and draft SCA).

Thanks,

Derek Cockburn CPA, CGA PCMP Cert.  
Manager Procurement and Financial Operations  
Supporting the Economy Sector Ministries (JERI, LBR, MMA, TACS)  
(778) 698-4342



**COMPLETE ONLY FOR NEW TRANSFERS**

The purpose of the Government Transfer Review Form (GTRF) is to ensure that all transfers are appropriately approved, documented, and structured.

<b>Ministry:</b>	<b>Jobs, Economic Recovery and Innovation</b>
<b>Program/Division:</b>	Small Business, Jobs & Workforce Division
<b>Program Contact:</b>	Maija Duffy
<b>Legal Name of Recipient:</b>	Alacrity Foundation of BC
<b>Contract Number*:</b>	SCA21AFBC03
<b>Date:</b>	December 14, 2020

\*Only for STOB 80 contracts

<b>Transfer Type:</b>		
<input checked="" type="checkbox"/> Grants (STOB 77)	<input type="checkbox"/> Entitlement (STOB 79)	<input checked="" type="checkbox"/> Shared Cost Agreement (STOB 80)

**NOTE:** A single GTRF can be completed for multiple payments resulting from a common purpose, if an appendix is attached providing details for the payments to each recipient.

**Approval Process:**

- The GTRF is completed by the Project Manager (if applicable) and approved by a Program Area Expense Authority who must complete and sign the GTRF (this document) **and** submit it to the Procurement Team ([procecon@gov.bc.ca](mailto:procecon@gov.bc.ca)).
- **Procurement Review:** The procurement team will review the transfer to attest that applicable procurement and contract management practices have been followed in accordance with the Core Policy and Procedures Manual.
- **Budget Review:** The budget team will review to ensure amounts have been forecasted, there is sufficient budget, and that applicable Treasury Board directives have been met.
- **CFO Review:** CFO review is also required to confirm that the above due diligence steps have been performed.

Further guidance related to government transfers can be found at the OCG-sponsored core policy and procedures manual site [here](#).

Financial Impact		
Term*	From: Dec 23, 2020	To: Feb 25, 2022
Total current fiscal impact on Ministry's budget*	\$11,984,500	< 80 : 734 500 77 : 11 250 000
Total fiscal impact (if multi-year)	N/A	
If this is a new or multi-year STOB 80 agreement, has approval been received from the Secretary to Treasury Board (at a minimum)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> If yes, please attach the approval document.	
If this is a STOB 80 Agreement are 100% of the costs provided at the outset of the agreement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> If yes, please attach the approval document.	
If this is a STOB 77 grant, has previous approval in writing been received from Treasury Board or the Chair of Treasury Board?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> If yes, please attach the approval document.	
Procurement process code (check one):	<input checked="" type="checkbox"/> 100 - Open Competitive Process <input type="checkbox"/> 200 - Direct Award – Public Sector <input type="checkbox"/> 208 - Direct Award – SCA – Financial Assistance <input type="checkbox"/> 209 - Direct Award – SCA <input type="checkbox"/> N/A (STOB 77's only)	

\* Budget 2020 STOB 77, 79, and 80 allocations are maximum amounts

Additional Approvals (Authorization)	
Are there any additional approvals needed from either Cabinet or Treasury Board?	
<input type="checkbox"/> Legislation Name:	
<input type="checkbox"/> Regulation Name:	
<input checked="" type="checkbox"/> Discretionary:	TBS approval has been obtained Ref#: 394071 (ratified Dec 9, 2020)

Background and Strategic Context
Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan?
<p>The government transfer is to deliver one of the JERI-led Economic Recovery projects approved by TBS and announced in StrongerBC on September 17, 2020.</p> <p>The Online Shops grant program aims to support BC businesses in growing their customer base and increasing sales revenues through digital channels. The Online Shops grant program will provide grant funding to BC businesses that meet the eligibility criteria. The grant funding can be used towards eligible expenses that support the businesses' adoption of e-commerce tools such as building own online shop or improvements to their existing e-commerce operations. The grant covers up to 75 per cent of eligible expenses up to a maximum of \$7,500 per business can be applied to be covered by the grant. Grants will be available to at least</p>



## Economy Sector

### Government Transfer Review Form (GTRF) NEW AGREEMENTS

1,500 BC businesses. 25% of total funding is dedicated to Indigenous and regional BC businesses.

The Ministry conducted an open competitive process to find a contractor to administer the grant program. The RFP21JEDC011 was posted on BC Bid, and review panel evaluation resulted the highest scoring proposal from Alacrity Foundation of BC in partnership with Button Inc, Jetstream Digital and South Island Prosperity Partnership being awarded with the contract.

Transfer will consist of a STOB 80 Shared Cost Agreement of \$734,500 to administer the grant program, and a STOB 77 grant transfer of funds that Alacrity Foundation of BC will provide to eligible BC businesses as grants.

This transfer to Alacrity Foundation of BC is to administer the Online Shops grant program from intake through to issuing payment, ensuring appropriate use of grant funds, and surveying grant recipients for outcomes as requested by the Ministry of Jobs, Economic Recovery and Innovation. The program design has been completed by the Ministry, and the Ministry will provide the contractor with landing page content, program guide, FAQs, application form questions, intake eligibility criteria, eligible expenses, online store completion checklist, promotional messaging, adjudication templates, expense summary report templates, grant letter, confirmation and rejection letter templates and follow-up survey questions.

**Transfer Recipient/Benefits**

Describe the scope or extent of benefits that would be created by the transfer and describe the nature of the client group that will benefit (seniors, community groups etc.)

This transfer will allow qualifying BC Businesses to receive a grant to grow their customer base and increasing sales revenues through new and improved digital channels. In particular the grant funding can be used towards eligible expenses that support the businesses' adoption of e-commerce tools such as building own online shop or improvements to their existing e-commerce operations.

Businesses participating in this program will experience direct increases in customer acquisition, as well as maintain work for their staff in order to avoid laying off more people.

**Identify Risks**

Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?

Risks to delivery are low for this program.

A risk of lack of applications to accommodate the funds allocated is low, but will be mitigated by monitoring incoming applications, adjust promotional campaign accordingly or extending the intake period.

A risk of low enrollment by Indigenous and rural businesses, this will be mitigated by targeted promotion to indigenous groups and government branches to share with their networks of clients and colleagues.

Applicant's personal information may be at risk using an online application process is low, but will be mitigated by the development of a PIA will be conducted to ensure sufficient steps are taken to ensure personal information is kept safe.

A risk of having more interest that anticipated from BC businesses than allotted funds can accommodate, will be mitigated by preparing an applicant waitlist that could be used to inform the unsuccessful applicant's of similar programs in the future.

**Evaluation and Monitoring**

How will you know whether the objectives of the transfer have been met? Do you have clearly established success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement? Are there stipulations attached to the funding? If yes, who will monitor the performance on the stipulations?



## Economy Sector

### Government Transfer Review Form (GTRF) NEW AGREEMENTS

The objectives of the transfer will be met when Alacrity Foundation of BC delivers the grant funds to a minimum of 1,500 businesses across BC. Success criteria will be based around a number of indicators such as:

1. The successful creation of at least 1,500 new and improved online shops.
2. Completed a follow-up survey six months after project completion, analysis and submitted a final report in aggregate to ministry.
3. Provided the Ministry with weekly status reports on applications received, applications approved, payments made, expense summary reviews and results of the project compliance audits

Alacrity Foundation of BC will ensure that any questions raised by applicants throughout the entirety of the project are relayed to the ministry lead immediately.

#### PROGRAM AREA APPROVAL

Maija Duffy  
Contract Manager Name – printed

  
Contract Manager Signature

Dec 18, 2020  
Date

Christine Little  
Expense Authority Name – printed

  
Expense Authority Signature

December 22, 2020  
Date

NOTE: sign and submit GTRF to the Procurement Team at: [procecon@gov.bc.ca](mailto:procecon@gov.bc.ca)

#### FINANCIAL SERVICES BRANCH REVIEWS

  
Procurement Name – printed

  
Procurement Signature

DEC 22/20  
Date



Economy Sector

Government Transfer Review Form (GTRF)  
NEW AGREEMENTS

CORRIG FERREIRA  
Budget Manager Name – printed

SEE ATTACHED  
Budget Manager Signature

DEC 22/20  
Date

CARLA MEDER  
BRIAN JOURNAT  
X/ CFO Name – printed

SEE ATTACHED  
CFO Signature

DEC 22/20  
Date

## Cockburn, Derek P JEDC:EX

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**From:** Ferreira, Corinne D JEDC:EX  
**Sent:** December 22, 2020 3:41 PM  
**To:** Cockburn, Derek P JEDC:EX  
**Subject:** RE: GTRF - Alacrity Foundation SCA21AFBC03

APPROVED

Thanks Derek  
Corinne

Corinne Ferreira  
Manager, Financial Planning and Reporting  
Ministry of Jobs, Economic Recovery and Innovation  
Phone: 778-698-3372

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**From:** Cockburn, Derek P JEDC:EX <Derek.Cockburn@gov.bc.ca>  
**Sent:** December 22, 2020 3:38 PM  
**To:** Ferreira, Corinne D JEDC:EX <Corinne.Ferreira@gov.bc.ca>  
**Subject:** GTRF - Alacrity Foundation SCA21AFBC03

Corinne,

Can you please review and approved the attached GTRF (also attached CCF and draft SCA).

Thanks,

Derek Cockburn CPA, CGA PCMP Cert.  
Manager Procurement and Financial Operations  
Supporting the Economy Sector Ministries (JERI, LBR, MMA, TACS)  
(778) 698-4342

## Cockburn, Derek P JEDC:EX

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**From:** Merkel, Carla JEDC:EX  
**Sent:** December 22, 2020 4:10 PM  
**To:** Cockburn, Derek P JEDC:EX  
**Subject:** RE: GTRF - Alacrity Foundation SCA21AFBC03

a/CFO approved

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**From:** Cockburn, Derek P JEDC:EX <Derek.Cockburn@gov.bc.ca>  
**Sent:** December 22, 2020 4:01 PM  
**To:** Merkel, Carla JEDC:EX <Carla.Merkel@gov.bc.ca>  
**Subject:** GTRF - Alacrity Foundation SCA21AFBC03

Carla,

As acting CFO, can you please review and approved the attached GTRF (also attached CCF and draft SCA).

Thanks,

Derek Cockburn CPA, CGA PCMP Cert.  
Manager Procurement and Financial Operations  
Supporting the Economy Sector Ministries (JERI, LBR, MMA, TACS)  
(778) 698-4342





Agreement# SCA21AFBC03

**PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF JOBS, ECONOMIC RECOVERY AND INNOVATION**

**SHARED COST ARRANGEMENT**

THIS SHARED COST ARRANGEMENT dated for reference the 23 day of December, 2020

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the Minister of Jobs, Economic Recovery and Innovation  
(the “**Province**”)

OF THE FIRST PART

**AND: THE ALACRITY FOUNDATION OF B.C.**  
#100 - 838 Fort Street  
Victoria, B.C. V8W 1H8  
(the “**Recipient**”)

OF THE SECOND PART

The Parties to this Agreement agree as follows:

**ARTICLE 1 – DEFINITIONS**

- 1.01** In addition to other words and phrases defined herein, in this Agreement, unless the context requires otherwise, the following definitions apply:
- (a) “**Agreement**” means this Shared Cost Arrangement and any and all schedules attached hereto;
  - (b) “**Deliverables**” means those Project deliverables, if any, set out in section 2.03 of Schedule “A”;
  - (c) “**Effective Date**” means the effective date of this Agreement as set out in Schedule “A”;
  - (d) “**Extension**” means any extension to or renewal of the Term of this Agreement as contemplated by and effected in accordance with section 1.02 of Schedule “A”;
  - (e) “**Financial Contribution**” means any funds paid or payable by the Province to the Recipient under this Agreement and any allowable expenses associated with its provision of the Services, as more particularly described in Schedule “B”;

- (f) “**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act*;
- (g) “**Incorporated Materials**” means materials already in existence at the beginning of the Term, as well as materials that are created during the Term but not paid for with any portion of the Financial Contribution, that are incorporated or embedded in the Produced Materials by or on behalf of the Recipient, including by a Subcontractor;
- (h) “**Materials**” means, collectively, the Produced Materials and the Province Materials;
- (i) “**Maximum Amount**” means the maximum amount of the Financial Contribution payable by the Province to the Recipient under and in accordance with this Agreement, as set out in Schedule “B”;
- (j) “**Milestones**” means those Project milestones, if any, set out in section 2.03 of Schedule “A”;
- (k) “**Overpayment**” means any portion of the Financial Contribution, plus interest, provided by the Province to the Recipient that is: (i) not expended during the Term; (ii) expended on ineligible or disallowed expenditures pursuant to the terms of this Agreement; (iii) received by the Recipient after its eligibility for receiving the Financial Contribution has expired; (iv) paid based upon fraudulent, misleading or inaccurate information; (v) paid to the Recipient by mistake; or (vi) paid to the Recipient if the Recipient has not complied with the terms and conditions of this Agreement;
- (l) “**Participant**” means any individual who participates in or receives benefit from the Project;
- (m) “**Parties**” means the Province and the Recipient and “**Party**” means either the Province or the Recipient as the context requires;
- (n) “**Personal Information**” means recorded information about an identifiable individual, as defined in FOIPPA;
- (o) “**Produced Materials**” means any and all findings, data, working papers, policies, process documents, reports, surveys, spread sheets, evaluations, analyses, documents, data, software code, databases or other compilations of data, technology, curricula and training or other materials or records, both printed and electronic, whether complete or not, that are produced, received, compiled or otherwise acquired or provided by or on behalf of the Recipient as a direct result of this Agreement, but does not include any Incorporated Materials or Province Materials or any Personal Information contained in the Produced Materials that is required by the Recipient solely for its own administrative purposes;
- (p) “**Program**” means the program that is being supported and/or provided by the Province in relation to which the Financial Contribution is being made available to the Recipient, as may be set out in more detail in Schedule “A”;
- (q) “**Project**” means any project, initiative or other activity to be provided or supported by or on behalf of the Recipient utilizing all or any portion of the Financial Contribution in accordance with this Agreement;
- (r) “**Province Materials**” means any materials, data, or other information or records owned by the Province and/or provided by or on behalf of the Province to the Recipient in relation to this Agreement, including those materials identified in Schedule “I” (if attached);

- (s) “**Reports**” means those reports, if any, identified in section 2.04 of Schedule “A” and/or any other reports reasonably requested by the Province from time to time;
- (t) “**Requirements**” means, collectively, all Deliverables, Reports and/or Milestones required to be provided or met, as the case may be, by the Recipient in relation to its provision of the Services;
- (u) “**Services**” means all of the services and other activities to be provided, and any Requirements to be met, by or on behalf of the Recipient in association with its operation, delivery, performance, provisions, administration and/or support of the Project as more particularly described in Schedule “A”;
- (v) “**Subcontractor**” means a person described in section 14.02; and
- (w) “**Term**” means the duration of this Agreement as set out in Schedule “A”, including any Extension(s) and subject to earlier termination in accordance with this Agreement.

**1.02** Where appropriate in the context, the definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

## **ARTICLE 2 – PROVISION OF SERVICES AND PAYMENT OF FINANCIAL CONTRIBUTION**

- 2.01** The Recipient must perform and provide the Services during the Term in accordance with this Agreement.
- 2.02** Subject to the provisions of this Agreement, the Province will provide the Recipient with the Financial Contribution, not exceeding the Maximum Amount, in the amount and manner and at the times set out in Schedule “B”.
- 2.03** Notwithstanding any other provision of this Agreement, the payment of any funds comprising the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to:
  - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (“**FAA**”), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment;
  - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subsection (a) of this section; and
  - (c) the Province cancelling or materially altering the Program or reducing the appropriation or funding levels pertaining to or impacting upon the Services being provided by the Recipient.
- 2.04** The Recipient must:
  - (a) apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (collectively the “**Refund**”); and
  - (b) upon receipt of the Refund, unless otherwise agreed by the Parties in writing, remit the Refund to the Province.
- 2.05** In order to be eligible to receive, use, retain or expend all or any portion of the Financial Contribution, the Recipient must be, and must remain, not in default of any of its obligations under this Agreement and

must submit all required Reports and any written statements of account, in a form satisfactory to the Province, both upon completion of the Services and at any other time(s) described in this Agreement or reasonably requested by the Province.

- 2.06** The Province may withhold from any payment due to the Recipient, including any portion of the Financial Contribution, an amount sufficient to indemnify the Province against any liens or other third-party claims that may arise in connection with the provision of the Services.
- 2.07** The Province may temporarily or permanently withhold from or set-off against any payment due to the Recipient, including any portion of the Financial Contribution, an amount sufficient to offset any Overpayments.
- 2.08** Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

### **ARTICLE 3 – REPRESENTATIONS AND WARRANTIES**

- 3.01** The Recipient represents and warrants to the Province, with the intent that the Province will rely thereon in entering into and performing this Agreement, that:
  - (a) all information, statements, documents and Reports furnished or submitted by it to the Province in connection with this Agreement are, will be and will remain, true and correct;
  - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
  - (c) it is not in breach of, or in default under, any law, statute or regulation, including those of Canada or of the Province of British Columbia, applicable to or binding on it or its operations; and
  - (d) it has the legal capacity and authority to enter into this Agreement and to carry out the transactions, provide the Services and grant any licenses contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Recipient, and this Agreement has been legally and properly executed by the Recipient and is legally binding upon and enforceable against it.
- 3.02** All statements contained in any certificate, application, proposal, Report or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.
- 3.03** All representations, warranties, covenants and agreements made herein and all certificates, applications, Reports or other documents delivered by or on behalf of the Recipient are material and have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

### **ARTICLE 4 – RELATIONSHIP**

- 4.01** No partnership, joint venture, agency or other legal entity or relationship will be created by or will be deemed to be created by this Agreement or any actions of the Parties pursuant to this Agreement.
- 4.02** The Recipient will be an independent contractor and not be, nor will it claim or otherwise represent itself to be, the servant, employee, partner or agent of the Province.
- 4.03** The Recipient will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation without the prior written consent of the Province.

- 4.04** The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

## **ARTICLE 5 – RECIPIENT’S OBLIGATIONS**

**5.01** The Recipient will:

- (a) provide the Services in accordance with the terms of this Agreement during the Term and to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
- (b) comply with the payment requirements set out in Schedule “B”, including all requirements concerning the appropriate use, application and expenditure of the Financial Contribution provided under this Agreement;
- (c) comply with all applicable laws and regulations including, without limitation, the *Criminal Records Review Act*;
- (d) hire and retain only qualified and competent staff and, if approved by the Province, Subcontractors;
- (e) unless otherwise agreed in writing by the Parties, supply or obtain, at its own cost, all labour, facilities, equipment, materials, licenses and approvals necessary or advisable to carry out the Services;
- (f) comply with the provisions of Schedule “H”, if attached, and any instructions from time to time provided by, and co-operate with, the Province with respect to the making of any public announcements regarding the Services and the details of this Agreement;
- (g) acknowledge the Financial Contribution made to the Recipient by the Province in the manner directed by the Province or specified in Schedule “H”, if attached, as may be amended by the Province in its sole discretion from time to time;
- (h) comply with the Security Schedule, if attached as Schedule “G”, as may be amended by the Province in its sole discretion from time to time;
- (i) comply with the Personal Information and Privacy Schedule, as attached at Schedule “E”, as may be amended by the Province in its sole discretion from time to time; and
- (j) comply with the Criminal Records Checks Schedule, if attached as Schedule “F”, as may be amended by the Province in its sole discretion from time to time.

- 5.02** Without limiting the generality of subsection 5.01(c), the Recipient 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 Recipient’s obligations under this Agreement, including the *Workers Compensation Act* or similar laws of other jurisdictions as applicable.

## **ARTICLE 6 – RECORDS**

**6.01** The Recipient will:

- (a) establish and maintain complete and accurate accounting and administrative records with respect to the Financial Contribution and its provision of the Services, in form and content satisfactory to the Province (and in an electronic format whenever possible);
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred for its provision of the Services, in form and content satisfactory to the Province (and in an electronic format whenever possible);
- (c) permit the Province, for contract monitoring and audit purposes, at any time or times during normal business hours, to enter any premises used by the Recipient or any Subcontractor to provide the Services or where Materials are kept, in order for the Province to copy or audit, or both, any or all of the books of account and other records (including original supporting documents) referred to in subsections (a) and (b) of this section; and
- (d) record and report statistics and other data in connection with the provision of the Services and the expenditure of the Financial Contribution, as identified in this Agreement or otherwise reasonably requested by the Province from time to time, in form and content satisfactory to the Province (and in an electronic format whenever possible).

**6.02** The Recipient must retain, and keep safe and in an organized condition (and in an electronic format whenever possible) all Materials, time records, books of account, invoices, receipts, vouchers and other records relevant to this Agreement until directed by the Province in writing to dispose of or deliver to the Province such information, and the Recipient will dispose of or deliver that information as specified in the direction.

**6.03** Upon the Province's request, the Recipient will:

- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under or in relation to this Agreement; and
- (b) at any time before the seventh anniversary of the end of the Term, permit the Province at all reasonable times to inspect, audit, examine, review and copy any Materials or other records referred to in section 6.01.

**6.04** Without limiting the generality of section 14.02, the Recipient will ensure that any Subcontractors comply with all of the obligations set out in sections 6.01 to 6.03, to the extent that they apply to the Services provided by such Subcontractors.

## **ARTICLE 7 – STATEMENTS AND ACCOUNTING**

**7.01** Immediately upon the completion of the Term, and at any other time within 3 months of being requested to do so by the Province, but no later than the seventh anniversary of the end of the Term, the Recipient must provide to the Province a statement documenting its expenditure of the Financial Contribution under this Agreement and accounting for any and all Overpayments, in form and content satisfactory to the Province, and:

- (a) if it has audited financial statements prepared annually, provide its most recent audited financial statements, prepared by a recognized accounting firm, and, when available, the audited financial statements for the Recipient's fiscal year(s) covering any portion of the Term of this Agreement; or
- (b) if it does not have audited financial statements prepared annually, at the Province's discretion:

- (i) have prepared by a recognized accounting firm, and provide, audited financial statements for the Recipient's fiscal year(s) covering any portion of the Term of this Agreement; or
- (ii) provide to the Province a statement documenting its expenditure of the Financial Contribution under this Agreement, in form and content satisfactory to the Province.

- 7.02** Unless demanded by the Province earlier, immediately upon the completion of the Term, any Overpayments outstanding and not set-off by the Province in accordance with the provisions of section 2.07 will become a debt owing to the Province by the Recipient and must be repaid to the Province, plus interest at the rate then in effect, as provided for by the FAA's *Interest on Overdue Accounts Receivable Regulation* (the "**Rate**"), within 10 business days. In any event, any Overpayment shall constitute a debt that shall accrue interest at the Rate until paid in full to the Province.
- 7.03** If an activity funded by the Financial Contribution is not wholly completed by the end of the Term, any portion of the Financial Contribution already provided to the Recipient for that activity that remains unexpended at the end of the Term will be deemed to be an Overpayment.
- 7.04** For greater certainty, any portion of the Financial Contribution that the Recipient expends on items that, in the opinion of the Province, are not eligible components of an approved activity funded by the Financial Contribution will be deemed to be an Overpayment to the extent that such portion has already been provided to the Recipient.
- 7.05** Notwithstanding any other provision in this Article 7, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term may, at the sole discretion and direction of the Province, be:
- (a) returned by the Recipient to the Minister of Finance;
  - (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
  - (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

## **ARTICLE 8 – CONFLICT OF INTEREST**

- 8.01** Prior to entering into this Agreement and throughout the Term, the Recipient will disclose to the Province any contract, arrangement, consultant, major shareholder, employee or any other circumstance, whether temporary or ongoing in nature, that could be perceived to be a conflict of interest with respect to the Province or the Recipient's provision of the Services.
- 8.02** The Recipient will not, during the Term, perform a service for or provide advice to any person or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person or entity.

## **ARTICLE 9 – CONFIDENTIALITY**

- 9.01** The Recipient will treat, and will cause any Subcontractors to treat, the Materials, this Agreement and any other information which comes to its knowledge as a result of this Agreement as confidential, except where use or disclosure is necessary for the Recipient to fulfil its obligations under this Agreement or as required by law.

## ARTICLE 10 – DEFAULT

**10.01** Any of the following events will constitute an “Event of Default”:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient under this Agreement is or becomes untrue or incorrect;
- (c) any information, statement, certificate, Report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is or becomes untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate or carry on business in a manner required to support its provision of the Services;
- (e) a change occurs with respect to any one or more of the properties, assets, conditions (financial or otherwise), operations or business of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfil its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent (including where its liabilities exceed its assets or it is unable to timely pay its debts as they become due) or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangements Act* (Canada) or similar legislation is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed;
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof; or
- (k) the Recipient fails to fully pay any Overpayment to the Province within 10 business days of any written demand therefor by the Province.

## ARTICLE 11 – TERMINATION AND SCALING BACK

**11.01** Upon the occurrence of any Event of Default or at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) immediately terminate this Agreement, in which case the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient, or any of its officers, directors, employees, agents, Subcontractors or other third-parties, under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any payment of the Financial Contribution or any other amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default; or



- (e) pursue any other remedy available at law or in equity.

**11.02** The Province, at its option, may also terminate this Agreement either:

- (a) without cause and for convenience on no less than 60 days' written notice; or
- (b) immediately if the Province determines that any action or inaction of the Recipient places the health or safety of any person receiving the Services at immediate risk

and, in either case, the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient under this Agreement.

**11.03** The Province may also, in its sole discretion and at its option, request a scaling back of the scope of the Services funded under this Agreement.

**11.04** If the Recipient is unable or unwilling to scale back the scope of Services, the Province at its option may terminate this Agreement in accordance with subsection 11.02 (a), and the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient under this Agreement.

**11.05** Where this Agreement is terminated before 100% completion of the Services (including as such Services may have been scaled back), the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination, less any Overpayment and, regardless of whether there is any Overpayment, less any holdback reasonably calculated by the Province, in its sole discretion, as allowed by section 2.06.

## **ARTICLE 12 – DISPUTE RESOLUTION**

**12.01** Unless otherwise agreed by the Parties, all disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration by a single arbitrator pursuant to the *Arbitration Act*.

**12.02** The place of arbitration will be Victoria, British Columbia, unless otherwise agreed by the Parties in writing.

## **ARTICLE 13 – INDEMNITY AND INSURANCE**

**13.01** The Recipient 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 Recipient, or by any of the Recipient's agents, employees, officers, directors or Subcontractors, in connection with this Agreement; or
- (b) any representation or warranty of the Recipient being or becoming untrue or incorrect.

**13.02** The Recipient must comply with the Insurance Schedule, if attached at Schedule "D", which may be amended from time to time by the Province in its sole discretion.

## **ARTICLE 14 – ASSIGNMENT AND SUBCONTRACTING**

- 14.01** The Recipient must not, without the prior, written consent of the Province, assign, either directly or indirectly, this Agreement or any right or obligation of the Recipient under this Agreement.
- 14.02** The Recipient must not subcontract any of the Recipient's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule "C", or otherwise approved by the Province in advance in writing. The Recipient must ensure that:
- (a) any person retained by the Recipient to perform obligations under this Agreement; and
  - (b) any person retained by a person described in subsection (a) to perform those obligations
- fully complies with this Agreement in performing those obligations.
- 14.03** No subcontract, whether consented to or not, entered into by the Recipient will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 14.04** Without limiting the generality of section 14.02, the Recipient will ensure that any Subcontractors comply with all of the obligations set out in section 5.01 and schedule "D", to the extent that they apply to the Services provided by such Subcontractors.
- 14.05** This Agreement will be binding upon the Province and its assigns and the Recipient and its successors and permitted assigns.

#### **ARTICLE 15 – OWNERSHIP AND LICENSING**

- 15.01** The Province exclusively owns all property and intellectual property rights, including copyright, in the Province Materials and any information, equipment or other property provided by the Province to the Recipient as a result of this Agreement and the Recipient will forthwith deliver any and all such Province Materials, information, equipment or other property to the Province on written notice to the Recipient requesting delivery of the same, whether such a notice is given before, at or after the expiration or sooner termination of this Agreement.
- 15.02** The Parties agree that the ownership of, and any licensed rights associated with, the Produced Materials and any Incorporated Materials shall be as set out in Schedule "T".
- 15.03** The Province hereby grants to the Recipient the limited right to:
- (a) reproduce and display during the Term; and
  - (b) unless otherwise limited by the Province in writing, grant to any third-party beneficiaries of the Financial Contribution the right to reproduce and display during the Term
- any Province logos set out in section 3 of Schedule "H", if attached, during the Term and strictly in accordance with the provisions contained in such schedule or as may be communicated to the Recipient by the Province from time to time in writing.

#### **ARTICLE 16 – OTHER FUNDING AND FINANCING**

- 16.01** If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof and such funding may be deemed by the Province, in its sole discretion,

to be an Overpayment which may result in the Province, in its sole discretion, exercising its rights under section 2.07 of this Agreement.

- 16.02** The Recipient agrees to hold the Province harmless and hereby releases the Province from any liability of any kind or nature arising from or connected with the Recipient entering into any financing, including any loan or lease, in relation to its provision of the Services.

#### **ARTICLE 17 – NOTICES**

- 17.01** Any legal notice required or permitted to be given under this Agreement and any formal written communications from the Recipient to the Province (not including day to day business communications) must be mailed, personally delivered (including by courier) or faxed to the address or fax number for the Province’s representative(s), as set out in Schedule “A”.
- 17.02** Any legal notice required or permitted to be given under this Agreement and any formal written communications from the Province to the Recipient (not including day to day business communications) must be mailed, personally delivered (including by courier) or faxed to the address or fax number for the Recipient representative(s), as set out in Schedule “A”.
- 17.03** Any written communication contemplated in this Article 17 from either Party will be deemed to have been received by the other Party on the third business day after mailing in British Columbia, on the date of personal delivery if personally delivered, or on the date of transmission if faxed.
- 17.04** A Party shall, upon a change occurring to its address or other details for delivery of notice, formally notify the other Party in writing of such change and, following the receipt of such notice, the new address or other details will, for the purposes of section 17.01 or 17.02 of this Agreement, be deemed to be the delivery details of the Party giving notice.

#### **ARTICLE 18 – NON-WAIVER**

- 18.01** No waiver of any term or condition of this Agreement or the satisfaction of a condition or non-performance of an obligation by the Recipient under this Agreement will be effective unless it is in writing and signed by the Province.
- 18.02** Unless otherwise specified in writing, no waiver shall operate as a continuing waiver or a waiver of any other obligation or right under this Agreement.

#### **ARTICLE 19 – ENTIRE AGREEMENT**

- 19.01** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

#### **ARTICLE 20 – SURVIVAL OF PROVISIONS**

- 20.01** Sections 2.04, 2.05, 2.07, 6.01 to 6.04, 7.01 to 7.05, 9.01, 11.05, 12.01, 12.02, 14.03 to 14.05, 15.01 to 15.03, 16.01, 16.02, 20.01, Article 21, any accrued but unpaid payment obligations, any other provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, and any other provisions of this Agreement which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will survive the expiration or sooner termination of this Agreement.

## ARTICLE 21 – MISCELLANEOUS

- 21.01** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 21.02** The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 21.03** No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the Parties.
- 21.04** If any provision of this Agreement or the application 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 thereby and will be enforceable to the extent permitted by law.
- 21.05** Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that the Recipient is required to obtain, unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 21.06** Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 21.07** In this Agreement, unless the context requires otherwise, words importing the singular include the plural and *vice versa*.
- 21.08** Unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, and includes any regulation(s) made thereunder, as such may be amended or replaced from time to time.
- 21.09** Time and the uninterrupted provision of the Services are of the essence of this Agreement. The Recipient will immediately notify the Province in the event that the Recipient is unable to provide the Services for any period during the Term. Notwithstanding any other provision in this Agreement, the Province reserves the right to engage other resources to provide the Services during any such periods and make claim for compensation for related costs against the Recipient.
- 21.10** For the purpose of sections 21.11 and 21.12, an “**Event of Force Majeure**” includes, but is not limited to, acts of God, changes in applicable laws, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), acts of terrorism, fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an “Event of Force Majeure”.
- 21.11** Neither Party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the reasonable duration of the Event of Force Majeure.
- 21.12** If an Event of Force Majeure occurs or is likely to occur, then the Party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume compliance with its obligations under this Agreement with the least possible delay.

- 21.13** The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- 21.14** If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision of the Schedule is inoperative to the extent of the conflict unless the Schedule states that it operates despite a conflicting provision of this Agreement.
- 21.15** This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, and all such executed counterparts may be delivered by facsimile transmission or emailed in portable document format (PDF) to such email address as may be provided by each Party for such purpose and each such transmission shall be considered an original.

In witness whereof, the Parties hereto have executed this Agreement to be made effective as of the Effective Date.

<p>SIGNED on behalf of <b>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA</b>, by an authorized representative of the Minister of Jobs, Economic Recovery and Innovation:</p>  <p>_____ Signature</p> <p><u>Christine Little</u> Print Name</p> <p><u>Assistant Deputy Minister</u> Print Title</p>	<p>SIGNED on behalf of <b>THE ALACRITY FOUNDATION OF B.C.</b> by its authorized signatory or signatories:</p>  <p>_____ Signature(s)</p> <p><u>Richard Egli</u> Print Name(s)</p> <p><u>Managing Director</u> Print Title(s)</p>
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**SCHEDULE “A”  
SERVICES  
Online Shops Grant Program**

**ARTICLE 1 - TERM**

**1.01 Term**

- 1.01** Notwithstanding the actual date of execution and delivery of this Agreement, the term of this Agreement (the “**Term**”) commences on December 23, 2020 (the “**Effective Date**”) and ends on February 25<sup>th</sup>, 2022, unless earlier terminated in accordance with its terms.

**ARTICLE 2 - PROGRAM AND PROJECT DESCRIPTION**

**2.01 Background and Objectives**

The Alacrity Foundation of B.C. is a non-profit organization based in Victoria to promote technology entrepreneurship and facilitate regional investment. Together with its partners Button, JetStream and South Island Prosperity Partnerships, they were the highest scoring proponent that submitted a proposal to administer the Online Shops grant program in response to RFP21JEDC011.

As a result of COVID-19, consumer demands are changing resulting in shifts to online shopping. With many consumers shopping online more than ever before, BC businesses have identified one of their biggest recovery challenges as finding ways to attract customers and revenues back. The Online Shops grant program is designed to support BC businesses as they transition to an online e-commerce business model, by providing businesses with financial assistance either to build their own online shops or improve their existing e-commerce.

The Online Shops grant program aims to support BC businesses in growing their customer base and increasing sales revenues through digital channels. The Online Shops grant program will provide grant funding to BC businesses that meet the eligibility criteria. The grant funding can be used towards eligible expenses that support the businesses’ adoption of e-commerce tools such as building an online shop or making improvements to their existing e-commerce operations. The grant covers up to 75% of eligible expenses to a maximum grant amount of \$7,500 per eligible business. Grants will be available to at least 1,500 BC businesses. 25% of total funding is dedicated to Indigenous and regional BC businesses.

Under this agreement, the Recipient is responsible for administering the grant program from intake through to issuing payment, ensuring appropriate use of grant funds, and surveying grant recipients for outcomes as requested by the Ministry of Jobs, Economic Recovery and Innovation. The Ministry will provide the landing page content, program guide, FAQs, application form questions, intake eligibility criteria, eligible expense criteria, online store completion checklist, promotional messaging, adjudication templates, expense summary report templates, grant letter and rejection letter templates and follow-up survey questions.

This funding supports BC Government’s Economic Recovery efforts outlined in the StrongerBC Economic Recovery Plan, the Ministry’s mandate, the goals of the Technology and Innovation Policy Framework and will contribute towards Government’s goal to build a strong, sustainable and innovative economy. Further, this funding will contribute to business recovery during and after the ongoing COVID-19 pandemic and support the transition to online sales that many businesses are faced with.

**2.02 Standards of Performance**

The Recipient must:

- (a) deliver the Project and perform the Services in furtherance of the Program objectives;
- (b) 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;
- (c) perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- (d) Securely hold and disburse grant funds, and maintain a system of controls and processes to safeguard and appropriately account for use of the funds.

### **2.03 Project Services, Deliverables and Milestones**

The Recipient will provide the following deliverables:

- Administer grant funding to at least 1,500 business applicants from January 21<sup>st</sup>, 2021 to build an online shop for their business or improve existing e-commerce functionality and digital marketing
  - i. The qualifying criteria for businesses eligible for the grant are: the business is owned by a BC resident or residents; its sole or primary operations are located in BC; the business is currently operating, registered in BC, is a sole proprietor or employs less than 149 employees, and pays taxes in BC; the business maintains a business license number and GST number, has generated sales of more than \$30,000 in the past year (in 2019, or in the year preceding the application), has repeatable products, or in the case of artists and jewellers, individual items that have slight differences (i.e. paintings or rings), and does not currently have an online store or has an online store that has no more than three out of five of the following online store features: (1) customer registration and information security features, (2) shopping cart and order management capabilities, (3) payment processing options including application of appropriate taxes and shipping costs at the time of ordering, (4) product catalogue, search and inventory status, and (5) website analytics and reporting capabilities.
    - (a) In a situation where the program uptake has been unexpectedly low and less than 500 business have applied and qualified for the grant by March 15, 2021, the intake qualifying criteria of “generated sales of more the \$30,000 in the past year” may be lowered to “generated sales of more than \$20,000 in the past year”.
  - ii. The grant funds will be allocated on first come first served basis to qualified applicants, however 25% of the total grant funds must go to businesses located outside the Capital Regional District and Metro Vancouver or businesses that have self-identified as Indigenous in the application form.
  - iii. Application intake is to stay open until May 31, 2021 or until the grant funds have been fully subscribed to and provided to eligible applicants, whichever comes first.
- (b) Set up an online landing page and online application intake process that are compliant with the BC Government’s data privacy, security and residency requirements.
- (c) Review and adjudicate applications, follow up with applicants as necessary, make funding award decisions, and issue funding to eligible recipients.
- (d) Provide inquiry support to prospective applicants and advise to those who have submitted applications.
- (e) Promote the program province wide, including targeted promotion as required based on application volume. Take reasonable steps to achieve the requirement that up-to 25% of the funds will go to Indigenous businesses and businesses outside the Capital Regional District and Metro Vancouver.
- (f) Review and assess Expense Summary Reports and the resulting online shops against the Online Shop Completion Checklist for accurate use of the grant funds, and follow up with grant recipients as necessary.

- i. The eligible expenses include contracted services from BC service providers towards building the online shop and improvements to existing online shops, digital customer acquisition related costs (such as online advertisement, shop platform subscription costs up to a year), and staff training costs related to the management of an online shop or digital marketing skills.
- ii. The Online Shop Completion Checklist: customer registration and information security features; shopping cart and order management capabilities; payment processing options including application of appropriate taxes and shipping costs at the time of ordering; product catalogue, search and inventory status; and website analytics and reporting capabilities.
  - (a) Businesses producing and selling cannabis products will need to ensure compliance with laws and regulations. As it is illegal for private cannabis retail stores to accept payment for product online or to deliver products to customers, online shop created with the program funding will require adjustments accordingly to develop a “click and collect” e-commerce site that will require customers to come in person to the business’s physical location to pay for and collect their order.
- (g) Secure an Independent Auditor to audit approximately 10% of the grant recipients’ use of the grant funding. The Recipient is to inform the Ministry of who will carry out the audit by March 15, 2021, and provide the Ministry with the audit report and detailed findings by December 31, 2021.
- (h) Hold the grant funding, and any grant funding recovered from grant recipients, in a separate bank account.

The Ministry will provide the Recipient with the following documentation that outlines the program design, content for supporting deliverables, templates and online content:

- (a) Landing page/website content
- (b) Program Guide
- (c) FAQs
- (d) Questions and answers list for customer inquiry support script
- (e) Promotional messaging
- (f) Application intake fields for online intake form
- (g) Grant general eligibility criteria
- (h) Grant business eligibility criteria
- (i) Eligible expenses/costs to be used by the grant
- (j) Online store completion checklist
- (k) Examples of ineligible expenses
- (l) Indigenous and regional community criteria
- (m) Grant funds to distribute to approved applicants
- (n) Applicant confirmation and rejection letter templates
- (o) Grant letter template
- (p) Expense Summary Report
- (q) Follow up survey questions





## 2.04 Reporting

The Recipient will provide regular updates and Reports to the Province advising of the status of the Project and the provision of the Services and, without limiting the generality of the foregoing, will provide the following Reports in the manner and format indicated, and on or before the deadlines set out, below:

The Recipient will provide program status updates in writing (or electronic) to the Province, every week advising of the status and progress of the services:

- Number of applications received, and their status: received, in review, approved, rejected, funds provided, expense summary report received, expense summary report reviewed.
- The applicant business region, sector and Indigenous status for all applicants, and for those approved for the grant.

The Recipient will provide an evaluation report in writing (or electronic) of the grant program outcomes to the Province every month, beginning when the first grant recipients have submitted their Expense Summary Reports and URLs to their online shops. The report will contain

- Number of grant recipients that have successfully completed their projects
- Percentage of participants who successfully completed the course to date
- Grant program evaluation feedback from the Recipient and subcontractors, including
  - What worked
  - What was tricky
  - What could be done differently?

The Recipient will conduct and provide to the Province a follow up report in writing (or electronic) by February 25<sup>th</sup> 2022. The report will contain the following:

- a. Aggregate results from the follow up survey conducted with each grant recipient six months after they have submitted their Expense Summary Report to indicate completion of their online shop project, including:
  - Have you seen an increase in sales?
  - Have you seen an increase in local customers?
  - Have you seen an increase in customers outside your local community?
  - Have you hired more staff?
  - Have you had to let staff go despite moving operations or improving your e-commerce capabilities?
  - Have you expanded product offerings as a result of moving online?

- Have you scaled back product offerings as a result of moving online?

Tombstone questions

- How many employees does your business have?
- Sector?
- Region?
- Indigenous business?

## 2.05 Project Timeline

The project timelines:

December 23, 2020-January 18, 2021	Develop and implement website landing page and online intake application with the associated back-end database needed to administer the grant program.
	Set up inquiry support functions in place.
	Train staff.
January 23-22, 2021	Launch website and application intake
January 21-May 31, 2021	Application intake open (if grant funding is fully subscribed to before May 31, the intake will close earlier)
February-June 2021	Adjudicate applications and issue grant payments
May-September, 2021	Review expense summary reports and validate online shop features
October-November, 2021	Independent Audit
December 31, 2021	Submit detailed auditor's report to Ministry.
October 2021-January 2022	Follow up Survey
February 25, 2022	Analyse, prepare and submit final report to Ministry.

## ARTICLE 3 – REPRESENTATIVES

### 3.01 Province's Representative(s)

The representative(s) for the Province and their address(es) and fax number(s) for the purposes of providing legal notice to the Province pursuant to Article 17 are as follows:

Maija Duffy  
Executive Project Director  
Maija.Duffy@gov.bc.ca

Mailing Address:  
PO Box 9800 Stn Prov Govt  
Victoria BC V8W 9E6

Personal Delivery:  
Ministry of Jobs, Economic Recovery and Innovation  
Victoria, BC V8W 9W1

### 3.02 Recipient's Representative(s)

The representative(s) for the Recipient and their address(es) and fax number(s) for the purposes of providing legal notice to the Recipient pursuant to Article 17 are as follows:

Richard Egli  
Managing Director  
regli@alacritycanada.com

The Alacrity Foundation

Personal Delivery/Physical Location:  
#100 – 838 Fort St.  
Victoria, BC V8W 1H8

## **SCHEDULE “B”**

### **FINANCIAL CONTRIBUTION**

1. The Province will provide the Financial Contribution to the Recipient, for its satisfactory fulfilment of the Requirements under this Agreement, as follows:
  - (a) upon receipt and approval by the Province of the online landing page, online intake forms and process, as set out in section 2.03 of Schedule “A”, a payment amount of \$82,000, and a payment amount of \$7.5 million, deposited in a separate account, for the payments the Recipient will issue to eligible BC businesses as grants, as set out in section 2.03 of Schedule “A”;
  - (b) upon receipt and approval by the Province of the proof of approved grant applications of 500 qualified business applicants as set out in section 2.03 of “Schedule A”, a payment amount of \$217,500; and a payment amount of \$3.75 million, deposited on a separate account, for the payments the Recipient will issue to eligible BC businesses as grants, as set out in section 2.03 of Schedule “A”;
  - (c) Subsequent payments will be made periodically throughout the rest of the Province’s fiscal year ended March 31, 2021 as the grant program continues and qualified applicants’ grant proposals are approved. At each milestone of 500 qualified business participants the Province will make a payment of \$217,500, up to a minimum of 1,500 grant recipients and a maximum of \$734,500;
  - (d) Further to section 1(c) of “Schedule B”, if the maximum contribution of \$11.25 million in grants has not been subscribed to by March 10, 2021, a final contribution will be provided prior to March 31, 2021 based on an acceptable estimate from the Recipient of program applications to May 31, 2021, to a maximum of \$734,500.
2. Notwithstanding section 1 of this Schedule “B”, in no event will the Financial Contribution payable to the Recipient under this Agreement, including all eligible expenses, exceed, in the aggregate, \$734,500 plus any applicable taxes payable on that amount, and \$11.25 million for the payments the Recipient will issue to eligible BC businesses as grants.
3. Upon completion of each of the Requirements specified in section 1 of this Schedule “B” the Recipient must, in order to obtain payment, submit to the Province:
  - (a) a written statement of account, in form and content acceptable to the Province, showing the calculation of all fees and expenses claimed under this Agreement for the period in which this statement is submitted; and
  - (b) a declaration of any amounts owing to the Province under legislation or by agreement, whether or not as a result of this Agreement.

Within 30 days of receiving a written statement of account as described in this section 3, the Province will pay to the Recipient the corresponding fees set out in section 1 of this Schedule “B”.

4. If applicable, the Province will pay GST on the Financial Contribution, as long as the Recipient is a GST registrant and the Recipient’s statement of account clearly indicates the Recipient’s GST registration number as well as the amount of GST being charged.

**SCHEDULE “C”**  
**APPROVED SUBCONTRACTORS**

**Jetstream Digital**

Contact:

Mike Williams, Chief Executive Officer

Email: [mike@jetstream.agency](mailto:mike@jetstream.agency)

Rob T. Case, Digital Marketing Strategist

Stephanie Paquette, Agency Project Manager

Contributing to following deliverables:

- Promote the Online Shops grant program through social media channels, press releases and paid campaigns, as needed.

Review all grant recipients' Expense Summary Reports and compare against eligible expenses.

- Create a thorough checklist to be provided to each applicant.
- Prepare a document of e-commerce best practices to each successful applicant.

**Button Inc.**

Contact:

Alec Wenzowski, President

Email: [alec@button.is](mailto:alec@button.is)

Contributing to following deliverables:

- Design and create front-end website and online platform to receive applications which includes the design and implementation of web pages to display program content, and the design and creation of an intake form with required fields and necessary attachment abilities for program application, available to fill online.
- Design and creation of a back-end database storage solution in compliance with BC Government's security requirements, and includes data reporting capabilities and the ability to export intake form data for program administration.
- Provide post-launch support of the website and intake form, including developer support for content changes (as needed) and technical support for the intake form and database (as needed).

**South Island Prosperity Partnership**

Contact:

Emilie de Rosenroll, Chief Executive Officer

Email: [ederosenroll@southislandprosperity.ca](mailto:ederosenroll@southislandprosperity.ca)

Contributing to following deliverables:

- Promote the program to regional and Indigenous businesses and organisations working with BC's small and medium sized businesses.

### **Independent Auditor**

The name of the independent auditor is to be confirmed by the Recipient to the Ministry before the first Expense Summary Reports are expected to be received.

Contributing to following deliverables:

- Perform a compliance audit of approximately 10% of the grant recipients' expenses.

#### **SCHEDULE “D”**

1. The Recipient must, without limiting the Recipient’s obligations or liabilities and at the Recipient’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.
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 Recipient must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 business days of commencement of the Services, the Recipient 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 Recipient must provide to the Province within 10 business days of the policy’s expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Recipient must provide to the Province certified copies of the required insurance policies.
4. The Recipient must obtain, maintain and pay for any additional insurance which the Recipient is required by law to carry, or which the Recipient considers, in its sole discretion, necessary to cover risks not otherwise covered by insurance specified in this Schedule “B”.

## **SCHEDULE “E”**

### **PRIVACY**

#### **1.01 Custody and Control of Personal Information**

The Parties agree that the Province does not have custody or control, for the purpose of FOIPPA, of any Personal Information collected, used or maintained the Recipient in relation to its provision of the Services.

#### **1.02 Collection and Disclosure**

The Recipient:

- (a) will not collect any Personal Information from any individuals in relation to its provision of the Services unless such information relates directly to or is necessary for the Recipient’s provision of the Services;  
and
- (a) (b) must not at any time provide any such Personal Information to the Province.



**SCHEDULE "F"**

**CRIMINAL RECORDS CHECKS**

**Not Applicable.**

## Schedule G – Security Schedule

### Definitions

#### 1. In this Schedule:

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

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

#### **Additional obligations**

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

#### **PERSONNEL**

##### **Confidentiality agreements**

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

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

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
  - (a) verifying their identity and relevant education, professional qualifications and employment history;
  - (b) completing a criminal record check that is updated at least every five years;
  - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
  - (d) performing any additional screening this Agreement or applicable law may require; and
  - (e) performing any additional background checks the Contractor considers appropriate,
 the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
- 5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

#### **Personnel information security training**

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

#### **Security contact**

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

#### **Supply chain**

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

### **GENERAL POLICIES AND PRACTICES**

#### **Information security policy**

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

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

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

#### **Contractor security risk assessments**

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

#### **Change control and management**

13. The Contractor must:

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

#### **Backups and restores**

14. The Contractor must ensure that:

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

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

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

#### **Security Incident Response and Management**

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

### **PROTECTED INFORMATION AND DATA SECURITY**

#### **Encryption**

18. The Contractor must ensure that:

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

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

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

#### **Encryption standard**

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

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

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

### **ACCESS AND AUTHENTICATION**

#### **User Identifiers**

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

#### **Access**

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

## **Authentication**

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
  - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
  - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
  - (c) store and transmit only encrypted representations of passwords;
  - (d) enforce password minimum and maximum lifetime restrictions;
  - (e) prohibit password reuse;
  - (f) prevent reuse of identifiers; and
  - (g) disable the identifier after ninety days of inactivity.

## **Highly sensitive Protected Information**

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

## **SECURITY EVENT LOGS**

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

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

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

## **PROVINCE PROPERTY**

### **Access to Province facilities, systems or networks**

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

### **Application development**

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



## **FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY**

### **Physical security**

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

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

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

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

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

systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

#### **Application firewall**

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

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

#### **Management network**

50. The Contractor must ensure that for any Systems:

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

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

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

#### **Database security**

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;
- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and

- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

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

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

54. The Contractor must ensure all Devices:

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

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

#### **Proactive management**

55. The Contractor must:

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

#### **Patching**

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

#### **Vulnerability Scanning**

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:

- (a) with any identified vulnerabilities remedied, before being placed into production; and
- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

### **Web application vulnerability scanning**

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

### **Antivirus and malware scanning**

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

## **DISPOSALS**

### **Asset disposal**

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

### **Asset management**

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

### **Information destruction and disposal**

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

## NOTICES, INCIDENTS AND INVESTIGATIONS

### Notice of demands for disclosure

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

### E-discovery and legal holds

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

### Incidents

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

### Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
  - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
  - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
  - (d) maintain a chain of custody in all such security investigations it undertakes.
73. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;

- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

- 74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

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

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

#### **Notification of changes**

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

#### **Compliance verification**

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

#### **Notice of non-compliance**

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

#### **MISCELLANEOUS**

##### **Interpretation**

- 81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.

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

#### **Referenced documents**

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

#### **Survival**

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

## **Schedule G – Appendix G1 – Additional Security Obligations**

### **CLOUD SECURITY SCHEDULE**

If a provision of the main body of the Agreement conflicts with a provision of this Schedule, then unless expressly stated otherwise within the Agreement, the provision of this Schedule will prevail to the extent of such conflict.

#### **1 Definitions**

In this Schedule,

(a) “Cloud Services” means services made available to users on demand via the Internet that are characterised by resource pooling, rapid elasticity and measured services with broad network access. Cloud Services include Software as a Service, Platform as a Service and Infrastructure as a Service, as such terms are understood pursuant to definitions provided by the National Institute of Standards and Technology (NIST).

(b) “Industry Best Practice” means best practices commonly recognized in the IT industry from time to time and applicable to the protection and security of sensitive information of a nature similar to Protected Information against unauthorised access, disclosure or use, or any unauthorized attempts to access, disclose or use such information.

(c) “Protected Information” means any and all of:

i. “personal information” as defined in the Freedom of Information and Protection of Privacy Act, British Columbia;

ii. information and records of information the Contractor is required to treat as confidential under the 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 by the Province as “Protected Information” or the Province otherwise instructs the Contractor that the record is “Protected Information” under the Agreement.

(d) “Province Information” means information of the Province, including without limitation any Protected Information, that is disclosed to the Contractor, accessed by the Contractor or collected by the Contractor in relation to the Services and includes any information derived therefrom.

(e) “Services” means the services provided by the Contractor to the Province under the Agreement and includes, if applicable, any Cloud Services.

(f) “Systems” means any systems, subsystems, equipment, devices, infrastructure, networks, hardware and software used in connection with the Services, including for managing, operating or providing the Services.

#### **2 Applicability**

For greater clarity, unless otherwise specified in the Agreement, the terms and conditions of this Schedule apply to the provision of all Services by the Contractor, its subcontractors and their respective personnel. Any reference to Contractor herein will include all subcontractors, Contractor personnel and subcontractor personnel, as applicable.

#### **3 Industry Best Practice**

The Contractor must have in place and maintain security controls to protect Protected Information that conform to commonly accepted industry norms that a prudent operator providing similar services would have implemented.



Without limitation, the Contractor will perform its obligations under this Schedule in a manner that best conforms to Industry Best Practice.

#### **4 Compliance and Certifications**

Compliance and certification requirements will depend on the type of service provided by the Contractor.

(a) For Cloud Services, the Contractor must at all times satisfy at least one of the following security standards:

- i. compliance requirements identified for a Cloud Service Provider, in the Government of Canada Security Control Profile for Cloud-Based GC IT Services for Protected B, Medium Integrity and Medium Availability (PBMM); or
- ii. compliance requirements identified for a Cloud Service Provider, in the US Federal Risk and Authorization Management Program (FedRAMP) for moderate impact information systems; or
- iii. certification with ISO/IEC 27001 based on requirements for a Cloud Service Provider controls in ISO/IEC 27017:2015; or
- iv. certification with Cloud Security Alliance (CSA) – Level 2 CSA STAR;

(b) For all other Services that are not cloud services, the Contractor must satisfy:

- i. certification with ISO/IEC 27001 based on requirements for Information Technology controls in ISO/IEC 27002:2013; or
- ii. applicable Province IM/IT standards accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/im-it-standards>

#### **5 Attestation of Compliance and Certification of Services**

To verify compliance with, as applicable, section 4(a) (with respect to Cloud Services) or 4(b) (with respect to non-Cloud Services), the Contractor must provide the Province with satisfactory evidence, by way of independent third-party attestation from a reputable information systems auditor, that any Services provided by the Contractor or used by the Contractor in connection with the Services satisfy and comply with at least one of the security standards set forth in, as applicable, section 4(a) (with respect to Cloud Services) or 4(b) (with respect to non-Cloud Services).

#### **6 Access Control**

With respect to the access, by any Contractor personnel, to any part of the Contractor's Systems that may contain Province Information, the Contractor must:

- (a) implement access control policies and procedures that address onboarding, off-boarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts;
- (b) identify and segregate conflicting duties and areas of responsibility, such as separation of duties;
- (c) maintain a current and accurate inventory of computer accounts;
- (d) review the inventory of computer accounts on a regular basis to identify dormant, fictitious or unused accounts;
- (e) enforce principles of "least privilege" and "need to know";
- (f) review user access rights on a regular basis to identify excessive privileges;

(g) enforce a limit of logon attempts and concurrent sessions.

## **7 Authentication**

Where the Contractor manages user authentication controls for Contractor personnel, the Contractor must:

(a) enforce minimum password complexity, such as requiring passwords to be case sensitive, or requiring passwords to contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) require regular change of passwords at predetermined intervals, and which limit reuse; and

(c) require multi-factor authentication for privileged access.

## **8 Security Awareness**

(a) The Contractor must ensure that all persons employed or retained to perform the Services receive security awareness training, annually and supervision at a level and in substance that is appropriate to that person's position and the Contractor's obligations under this Schedule.

(b) 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 the Agreement.

## **9 Log Generation and Retention**

The Contractor must:

(a) generate and retain logs that are sufficiently detailed to determine who did what and when for a period of 90 days online;

(b) provide real time access to logs;

(c) provide the technical capability to forward the logs to the Province; and

(d) correlate, monitor, and alert on logs.

## **10 Investigations Support and Security Investigations**

The Contractor must:

(a) retain investigation reports related to a security investigation for a period of 2 years after the investigation is completed or provide to the Province for retention;

(b) provide reasonable investigative support to the Province;

(c) maintain chain of custody for evidence;

(d) support e-discovery; and

(e) maintain legal holds to meet needs of investigations and judicial requests.

## **11 Network Time Protocol**

Systems used by the Contractor or any subcontractor in the provision of Services must synchronise time with a stratum-2 (or higher time) reliable source.

## **12 Vulnerability Scan/Penetration Testing**

The Contractor must conduct regular:

- (a) vulnerability scans;
- (b) web application scans; and
- (c) penetration tests.

## **13 Configuration and Patch Management**

The Contractor must:

- (a) have an information security policy based on recognized industry standards;
- (b) apply system hardening methods in securing Contractor Systems;
- (c) logically isolate and encrypt Province Information;
- (d) ensure workstations and servers used in management and provisioning of the Services are patched and secured with anti-malware protection;
- (e) remedy vulnerabilities in a timely manner according to criticality;
- (f) patch all systems and software regularly according to industry best practices; and
- (g) use secure coding practices when developing applications and application programming interfaces.

## **14 Business Continuity, Disaster Recovery, and Backup Plans**

The Contractor must:

- (a) have a business continuity plan and a disaster recovery plan;
- (b) conduct backups of critical data; and
- (c) review and test business continuity, disaster recovery, and backup plans and procedures regularly.

## **15 Incident Response and Management**

The Contractor must:

- (a) have an incident management plan and an incident response plan; and
- (b) review and test both incident management and incident response plans annually.

## **16 Notifications of Breaches**

The Contractor must notify the Province within 24 hours of the Contractor's identification of a breach or incident that has affected, or may affect, Province Information.

## **17 Notifications of Changes**

The Contractor must notify the Province of any changes to the Contractor's security policies, procedures or agreements that may materially lower the security of Province Information.

## **18 Asset Management and Disposal**

The Contractor must

- (a) maintain an inventory of Province Information assets;
- (b) use secure methods when disposing of Province Information Assets, and
- (c) maintain records of Province Information asset disposals.

## **19 Physical Security**

The Contractor must:

- (a) develop, document, and disseminate a physical and environmental protection policy;
- (b) regularly review and update its current physical and environmental protection policy and procedures; and
- (c) review physical access logs at least once monthly.

## **20 Threat and Risk Assessments**

The Contractor must:

- (a) conduct threat and risk assessments on any part of the Contractor's Systems that is new, or has been materially changed since the last threat and risk assessment was conducted; and
- (b) support the Province in completing Security Threat and Risk Assessments.

## **21 Security Screening**

The Contractor must:

- (a) screen all Contractor personnel prior to Contractor authorizing access to Province or Contractor Systems;
- (b) conduct criminal record checks on all Contractor personnel who have access to any Province or Contractor Systems;
- (c) make a reasonable determination of whether the individual constitutes an unreasonable security risk taking into consideration the duties of the individual, the type and sensitivity of information to which the individual may be exposed, and all applicable laws; and
- (d) require all Contractor personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law.

## **22 Supply Chain**

The Contractor must ensure that its suppliers and subcontractors involved in the provision of Services meet or exceed the standards set forth in this Schedule.

## **23 Encryption**

The Contractor must:

- (a) implement and maintain encryption of Province Information while at rest and in transit;
- (b) offer the Province the technical capability of cryptographic key management to allow the Province to manage encryption keys in relation to Province Information at rest and in transit;
- (c) not hold or have access to encryption keys if such encryption keys are managed by the Province to encrypt Province information at rest or in transit; and
- (d) not provide encryption keys used to secure Province Information to a third party or the ability to break such encryption.

#### **24 Isolation Controls and Logical Isolation of Data**

The Contractor must:

- (a) implement and maintain the logical isolation of Province Information, even in the case of equipment or technology failure;
- (b) implement, where supported by available technology, the logical isolation of audit records related to Province Information and activities, even in the case of equipment or technology failure; segregate tenancy traffic from management network traffic; and
- (c) not use Protected Information for test or development purposes without the written approval of the Province.

#### **25 Technical Controls**

The Contractor must:

- (a) implement firewalls, web application firewalls, distributed denial of service, and intrusion prevention systems to control traffic flow to and from the Contractor's Systems; and
- (b) secure remote access to the Contractor's Systems by Contractor personnel and contractors.

#### **26 Use of Province Systems**

Use of Province Systems by the Contractor or its personnel (including subcontractors) must be restricted to activities necessary for provision of the Services. The Province reserves the right to not make any particular Province facility, system, network or device available to the Contractor unless the Contractor or its individual personnel (as applicable) agree to any additional terms and conditions acceptable to the Province.

#### **27 Security Contact**

If not set out elsewhere in the Agreement, the Contractor must provide the contact information for the individual who will coordinate compliance by the Contractor on matters relating to this Schedule.

## Schedule “H”

### Marketing, Publicity and Communications Guidelines

For the purposes of this Schedule “H”, all references to the Recipient shall be deemed to include any of its Subcontractors and, where appropriate, any organization that receives services, benefits or opportunities funded under this Agreement. In addition to any other requirements set forth in this Agreement, unless otherwise directed or approved in writing by the Province:

1. The Recipient will cooperate with the Province in such public announcements, news releases or event opportunities regarding the Recipient’s Project or other activities funded under this Agreement (the “**Activities**”), as the Province requests.
2. The Recipient will not provide any media releases, promotional materials or communications in a public forum with respect to the Activities or the details of this Agreement except where the same have been approved in advance by the Province.
3. The Recipient will acknowledge the Financial Contribution made by the Province on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms or other publications and promotional materials produced by the Recipient and related to the Activities (collectively, “**Communications**”), as well as at any offices where Participants or organizations receive services, benefits or opportunities funded under this Agreement, in accordance with the following:

All Communications must display the following logo(s) and/or acknowledgement statement (“**Branding**”):

*“We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Jobs, Economic **Recovery** and **Innovation**.”*

4. All Communications must have prior approval from the Province. To obtain prior approval the Recipient must submit the proposed template for the Communications to the Province identifying the media channel and duration of the proposed Communications.
5. Any urgent media deadlines for the Communications should be flagged when requests for approvals are submitted.
6. At any office or location where the Activities take place, the Recipient will display the signage provided by the Province or may, if pre-approved by the Province, provide and display locally produced signage acknowledging the Province’s involvement with and/or support of the Activities.
7. The Recipient will ensure that, where possible, cheques or deposit statements provided to Participants or organizations receiving financial assistance from the Recipient in relation to the Activities are provided to the Participants and organizations together with an insert pre-approved by the Province bearing the Branding.
8. Any and all use by the Recipient of any Provincial logos set out in the Branding will be in the form provided and will comply with the graphic standards and any conditions communicated, by the Province to the Recipient from time to time.

9. The Province is and shall remain the owner of all right, title and interest in and to any Province logos set out in the Branding, and any goodwill associated with the use of such Province logos by the Recipient will ensure entirely to the Province. Any proprietary rights not specifically granted to the Recipient under this Agreement remain with the Province including, without limitation, copyright and trade-mark protection.

## **Schedule “I”**

### **Materials**

#### **Produced Materials**

1. The Recipient hereby grants to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Produced Materials and any Incorporated Materials (to the extent that the Incorporated Materials remain embedded or incorporated in the Produced Materials):
  - (i) the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute the Produced Materials and any Incorporated Materials; and
  - (ii) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under subsection b(i).

If for some reason the Recipient is unable to grant such a license to any Incorporated Materials it will, at its own expense, remove and replace such materials with other comparable materials for which such a license can be granted.



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Withheld pursuant to/removed as

DUPLICATE

**Ministry of**

Jobs, Economic Development and Competitiveness

**Return to:**Financial Services  
3rd Floor, 800 Johnson Street**Mailing Address:**PO Box 9843 STN PROV GOVT  
Victoria BC V8W 9T2**CONTRACT COMMITMENT FORM****Date Contract/Amendment becomes Effective:** November 2, 2020**Contract #** SCA21AFBC02Note: This Form must be forwarded to the Procurement & Contracts Team for review and sign-off **before** the contract is sent to the contractor.

Section B, is only required for initial contracts, and section C is only required for amendments. Questions about this form can be directed to Procurement and Contract Management, PROCECON@gov.bc.ca.

☒ **New Contract or Amendment** ☐ # - contract has Increased / <Decreased> by: (leave blank if unchanged)**A. Branch Action**

Branch/Division: Planning and Innovation	Contract Manager: Maija Duffy	Telephone: 778 698 8766
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**B. Initial Contracts only**

Brief Project Description (this will be released under an FOI request): The Virtual Digital Marketing Bootcamp will provide BC businesses with the digital marketing tools and knowledge to reach local customers lost due to the pandemic and reach new customers in the market place to support the economic recovery efforts and future growth during and after the pandemic.		
Mandatory to Select One Procurement Process (Select from drop down): Procurement Code descriptions 208 = Direct Award - Shared Cost Arrangement (Financial A	Solicitation Number	Mandatory to Select One AIT Exclusion (Select from drop down): AIT Code descriptions 100
Is personal information being collected, accessed or created <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNSURE If yes, complete the "Personal Information Requirement For Contracts" form and submit it to the Ministry Privacy Officer (MPO)		

**C. Amendments only**

Reason for amendment is (X): <input type="checkbox"/> Change in deliverables <input type="checkbox"/> Other (specify):
--

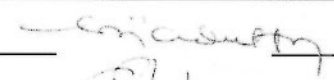
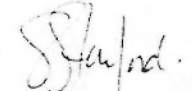
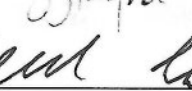
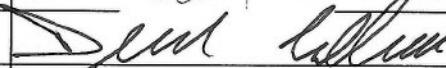
**D. Commitment**

Contractor <b>legal</b> name: The Alacrity Foundation <b>of BC</b>		Company registration #: Procurement team to complete				
Doing business as (if different from above):						
Address: 100-838 Fort Street, Victoria BC		Postal code: V8W 18H				
Phone:	Email: regli@alacritycanada.com	Contract Total Value (auto calculates from contract price fields): \$ 2,000,000.00				
Term of Agreement: From: November 2, 2020 To: December 31, 2021	Renewal Option NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>					
Fiscal Year	Contract Price	Client #	Responsibility Centre	Service Line	STOB* (descriptions)	Project Number
Fees 20/21	\$ 2,000,000.00	125-JEDC	51594 51840	20491	8001	510X001

**E. Tax Verification Letter (TVL)**

Does the TVL apply to this contract	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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\* For contracts totaling \$100,000 and over

Contract Manager (CM):		Maija Duffy	11/03/2020
Expense Authority (EA):		Susan Stanford	11/05/2020
Branch Assistant Deputy Minister (ADM):		Susan Stanford	11/05/2020
Procurement Services Review:		Derek Cullen	NOV 5/20
Ministry Privacy Officer (MPO): ONLY required if yes or unsure ticked above			
Ministry Chief Information Officer (MCIO): ONLY required for STOB 63 contracts			
Executive Financial Officer (EFO): REQUIRED for STOB 60/61/63 direct award contracts			

\* For STOB 80 Contracts you MUST also complete a Government Transfer Review Form

#### G. DIRECT AWARD JUSTIFICATION

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition, and replace the instructions provided with the explanation that justifies the direct award. The justification must be kept on the contract folder file.

	CODE	POLICY RE: DIRECT AWARDS	JUSTIFICATION/EXPLANATION
<input type="checkbox"/>	200	the contract is with another government organization (CPPM 6.3.3 (a) 1.)	Name the government organization
<input type="checkbox"/>	201	the ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods, services or construction (CPPM 6.3.3 (a) 1.)	Include the answers to these questions: What evidence do you have to support that only one contractor is qualified? e.g. expression of interest, no objection to an notice of intent. If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.
<input type="checkbox"/>	202	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.)	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award.
<input type="checkbox"/>	203	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.)	Explain why the competitive process would cause this interference.
<input type="checkbox"/>	204	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.)	Explain the risks of disclosing the confidential or privileged acquisition.

Note: your justification/explanation must clearly explain how and why the contract meets one of the exceptional conditions.

#### Code 208 - Shared Cost Agreement - Financial Assistance

The government transfer is to deliver one of the Economic Recovery projects approved by TBS and announced in StrongerBC on September 17, 2020. Treasury Board Staff has approved Alacrity Canada as the service delivery partner for this economic recovery initiative.

This transfer to Alacrity Canada is to cover the tuition costs for BC small and medium sized businesses to participate in the Digital Marketing Bootcamp that will be offered virtually as an 8-week interactive micro-training program. It will provide an experiential learning experience designed by leading BC businesses in the digital marketing space. The program enables graduates to learn real world skills as practiced in business so they can increase the digital customer acquisition for their business and grow the customer base of local and new customers. This program is being delivered virtually province wide by Alacrity Canada. The program will be beneficial for BC companies that already have an online presence, have staff they want to direct to building on online platform (aka someone with digital literacy and technology savvy skills) and companies that provide these services that can expect a boom in business as retailers adjust to the new realities of a post COVID-19 recovery environment.

Further, the content from the Digital Marketing Bootcamp will be made available through an online platform to BC businesses that do not participate in the virtual offering of the course. Access to the course will be free of charge for BC small business. This online offering will be self-directed and self-paced. The online course will maximize the number of businesses that can gain the knowledge and skills necessary to acquire customers and increase sales in the increasingly digital market place, especially during the pandemic.

SEE TBS FOR FURTHER JUSTIFICATION



## CONTRACT COMMITMENT FORM

Date Contract/Amendment becomes Effective: **December 23, 2020**

Contract # **SCA21AFBC03**

Note: This Form must be forwarded to the Procurement & Contracts Team for review and sign-off **before** the contract is sent to the contractor.  
Section B, is only required for initial contracts, and section C is only required for amendments. Questions about this form can be directed to  
Procurement and Contract Management, PROCECON@gov.bc.ca.

☒ New Contract or Amendment ☐ # - contract has Increased / <Decreased> by: (leave blank if unchanged)

### A. Branch Action

Branch/Division: Planning and Innovation	Contract Manager: Maija Duffy	Telephone: (778) 698-8766
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### B. Initial Contracts only

Brief Project Description (this will be released under an FOI request):  
The Online Shops grant program will provide grant funding to eligible BC small and medium sized businesses, including regional and Indigenous businesses. The grant funds will support the adoption of e-commerce tools to build an online shop or improvements to a business' existing e-commerce.

Mandatory to Select One Procurement Process (Select from drop down): Procurement Code descriptions 100 = Open Competitive Process	Solicitation Number RFP21JEDC011	Mandatory to Select One AIT Exclusion (Select from drop down): AIT Code descriptions 100 = Purchase subject to AIT
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Is personal information being collected, accessed or created ☐ YES ☒ NO ☐ UNSURE  
If yes, complete the "Personal Information Requirement For Contracts" form and submit it to the Ministry Privacy Officer (MPO)

### C. Amendments only

Reason for amendment is (X): ☐ Change in deliverables ☐ Other (specify):

### D. Commitment

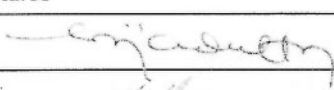
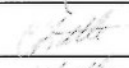
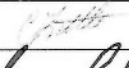
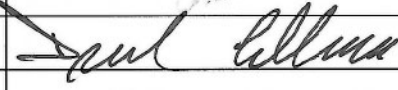
Contractor legal name: The Alacrity Foundation of BC		Company registration #: Procurement team to complete	
Doing business as (if different from above):			
Address: 100-838 Fort Street, Victoria BC		Postal code: V8W 18H	
Phone:	Email: regli@alacritycanada.com	Contract Total Value (auto calculates from contract price fields): \$ 11,984,500.00	
Term of Agreement: From:	December 18, 2020	To:	February 25, 2022
Renewal Option		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>

Fiscal Year	Contract Price	Client #	Responsibility Centre	Service Line	STOB* (descriptions)	Project Number
Fees 20/21	\$ 734,500.00	125-JEDC	51832	20491	8001	510X001
Fees 20/21	\$ 11,250,000.00	125-JEDC	51832	20491	7701	510X001
					8001	

### E. Tax Verification Letter (TVL)

Does the TVL apply to this contract Yes ☐ No ☒

\* For contracts totaling \$100,000 and over

Contract Manager (CM):		Maija Duffy	12/18/2020
Expense Authority (EA):		Christine Little	12/20/2020
Branch Assistant Deputy Minister (ADM):		Christine Little	12/20/2020
Procurement Services Review:		DEREK COCKBURN	DEC 22/20
Ministry Privacy Officer (MPO): ONLY required if yes or unsure ticked above			
Ministry Chief Information Officer (MCIO): ONLY required for STOB 63 contracts			
Executive Financial Officer (EFO): REQUIRED for STOB 60/61/63 direct award contracts			

\*For STOB 80 Contracts you **MUST** also complete a Government Transfer Review Form

#### G. DIRECT AWARD JUSTIFICATION

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition, and replace the instructions provided with the explanation that justifies the direct award. The justification must be kept on the contract folder file.

	CODE	POLICY RE: DIRECT AWARDS	JUSTIFICATION/EXPLANATION
<input type="checkbox"/>	200	the contract is with another government organization (CPPM 6.3.3 (a) 1.)	Name the government organization
<input type="checkbox"/>	201	the ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods, services or construction (CPPM 6.3.3 (a) 1.)	Include the answers to these questions: What evidence do you have to support that only one contractor is qualified? e.g. expression of interest, no objection to an notice of intent. If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.
<input type="checkbox"/>	202	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.)	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award.
<input type="checkbox"/>	203	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.)	Explain why the competitive process would cause this interference.
<input type="checkbox"/>	204	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.)	Explain the risks of disclosing the confidential or privileged acquisition.

Note: your justification/explanation must clearly explain how and why the contract meets one of the exceptional conditions.

**SCA21AFBC03:**

- RFP21JEDC011
  - Posted on BCBid on November 20, 2020
  - Accepted submissions via BCBid ebidding and/or email to [procecon@gov.bc.ca](mailto:procecon@gov.bc.ca)
  - Closed on December 4, 2020
  - Alacrity was awarded the contract based on the highest overall score looking at experience, approach and pricing

RFP21JEDC11 Consensus Evaluation Summary

To be completed by Evaluation Committee Chair

Criteria	Max Points	Alacrity				S.17																				Criteria	Max Points
		Average Points	Maija	Marjan	Derek	Average Points	Maija	Marjan	Derek	Average Points	Maija	Marjan	Derek	Average Points	Maija	Marjan	Derek	Average Points	Maija	Marjan	Derek	Average Points	Maija	Marjan	Derek		
Capabilities: Organizational Experience	25																									Capabilities: Organizational Experience	25
Capabilities: Key Personnel	5																									Capabilities: Key Personnel	5
Capabilities: Marketing and Social Media	5																									Capabilities: Marketing and Social Media	5
Capabilities: Examples	5																									Capabilities: Examples	5
Approach: Online Landing Page and Application Intake	10																									Approach: Online Landing Page and Application Intake	10
Approach: Grant Distribution and Expense Review	20																									Approach: Grant Distribution and Expense Review	20
Minimum Score = 42	70																									Minimum Score = 42	70
Price	30	s.13; s.17																								Price	30
Total Points	170	82.9																								Total Points	170

Ranking

1

s.13; s.17

Ranking

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Withheld pursuant to/removed as

s.12 ; s.13 ; s.17