

INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



For Administrative Purposes Only

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Requisition No.: 1613326
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Contractor Information

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Financial Information:

All invoices **MUST** show Purchase Order #1000069173. Your co-operation will help expedite your payment and not delay it by returning the invoice for proper information.

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SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 1st day of February, 2018.

BETWEEN:

ANNEX CONSULTING GROUP INC. (the "Contractor") with the following specified address and fax number:

Suite 1300, 1075 West Georgia Street
Vancouver, British Columbia V6E 3C9
Fax: 604-639-8885

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the General Manager of the LIQUOR DISTRIBUTION BRANCH (the "Province" or "LDB") with the following specified address and fax number:

2625 Rupert Street
Vancouver, BC V5M 3T5
Fax: (604) 252-3381

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b) .

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

Rights in relation to Incorporated Material

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

Right of Province to negotiate license of Produced Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Monetary limitations of indemnity

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

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
 - (b) third-party intellectual property rights; or
 - (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of arbitration or mediation

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

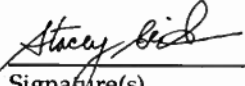
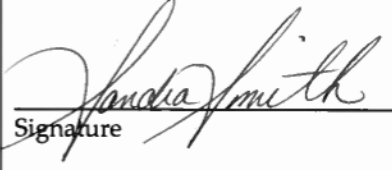
14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>5th</u> day of <u>February</u>, 20<u>18</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>_____ Signature(s)</p> <p><u>Stacey Cerniuk</u> _____ Print Name(s)</p> <p><u>President & CEO</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>07TH</u> day of <u>FEBRUARY</u>, 20<u>18</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>_____ Signature</p> <p><u>Sandra Smith, Manager</u> _____ Print Name <u>Procurement & Contract Management</u> _____ Print Title</p>
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Schedule A – Services

PART 1. TERM:

- 1.1 Subject to section 2 of this Part 1, the term of this Agreement commences on February 5, 2018 and ends on November 4, 2018;
- 1.2 The Agreement may be renewed for an additional four (4) periods of three (3) months each at the LDB's sole discretion.

PART 2. SERVICES:

Background

- 2.1 The LDB has been undergoing significant change driven by its recent division of retail, wholesale and corporate lines of business. Changes impact LDB suppliers, wholesale / retail customers and employees within the LDB organization. Internal impacts include significant transformation across both the retail and wholesale lines of business, including the creation of new departments, reorganization within current departments, reengineering of LDB business processes, changes to information systems and associated processes to reflect the separation and modernization of retail and wholesale. External impacts include changes to policy, processes and the way our customers and suppliers interact with the new LDB business model. As the LDB continues to build on these changes, additional resources are required to compliment internal staff to address new or on-going initiatives and associated projects to wholesale, retail, and corporate business areas.

Services

- 2.2 The Contractor must provide change/transformational leadership expertise to both projects and operational teams to support the organizational changes required to ensure the success of LDB. The focus must be on both internal LDB success and in support of LDB supplier and wholesale customer success.
- 2.3 The Contractor's Key Personnel – Change Management Specialist ("CMS") will report to the director of organization development and change with an indirect reporting relationship to individual business leads and/or project managers and the executive director of human resources.
- 2.4 The CMS will play a key role in leading and supporting change initiatives (project based and operational) to meet business, schedule and budget objectives. This person will focus on the people side of change - including changes to business processes, systems and technology, job roles and organization structures. The primary focus will be creating and implementing change management plans that minimize employee resistance and maximize employee engagement. The CMS will work to drive faster adoption, greater ultimate utilization and higher proficiency on the changes impacting employees in the organization such that business results are achieved.
- 2.5 The CMS must avail to work on-site at the LDB for up to 40 hours a week, 8-hour days as required unless otherwise agreed to by the LDB. The CMS may be required to work at new locations if requested.

Roles and Responsibilities

- 2.6 The CMS will be required to:
 - (a) Work with the project/initiative lead to understand goals and objectives, benefits and detriments of the proposed changes;
 - (b) Develop a change management approach based on a situational awareness of the details of the change and the groups being impacted by the change;
 - (c) Conduct change impact assessments and readiness assessments by stakeholder group, evaluate results and present findings in a logical and easy-to-understand manner;
 - (d) Assess the impact of the change initiative from an organization wide perspective and manage the impacts, risks and interdependencies with other initiatives;
 - (e) Develop a set of actionable and targeted change management plans and deliverables which may include risk profile, communication plan, sponsor roadmap, stakeholder register, coaching plan, training plan, resistance management plan, measurement plan, and recognition and reward plan;

- (f) Lead the execution of change related plans and provide coordination throughout all phases of the change initiative;
- (g) Work with communication, training, human resources and organizational development specialists in the formulation of particular plans and activities to support implementation of the change initiative;
- (h) Provide progress monitoring and reporting to clients and stakeholders;
- (i) Identify, analyze and prepare mitigation tactics for people-related risks;
- (j) Support and engage senior leaders, managers and supervisors, coaching as required, to help them fulfill the role of change sponsor as they help their direct reports through transitions; and
- (k) Evaluate and ensure user readiness.

Required Skills and Experience

2.7 The CMS must have:

- (a) experience, knowledge and understanding of change management principles and methodologies;
- (b) ten (10) years recent, related experience delivering change/transformation initiatives using project and change management methods in a large complex, multi-stakeholder environment;
- (c) strong management and planning skills with proven track record of translating a high-level transformation vision into concrete implementation plans;
- (d) exceptional communication skills - both written and verbal;
- (e) excellent active listening skills;
- (f) outstanding ability to facilitate dialogue and resolution of complex issues with a wide variety of stakeholders, including senior executives of the organization and multiple stream leads;
- (g) ability to work effectively at all levels in an organization – quickly establishing and then maintaining relationships;
- (h) proven ability to build alignment, accountability and trust within project and senior management team;
- (i) ability to coach and support key stakeholders at all levels of the organization;
- (j) ability to quickly grasp new business concepts, understand organizational issues and challenges and understand dependencies across diverse business units;
- (k) flexibility and ability to be able to work in ambiguous situations and simultaneously manage multiple, complex and often evolving implementation priorities; and
- (l) ability to determine and apply the appropriate type and level of change support required for different initiatives.

PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4. KEY PERSONNEL:

3.1 The Key Personnel of the Contractor are as follows:

- (a) Reeshma Devji

Schedule B – Fees and Expenses

PART 1: MAXIMUM AMOUNT PAYABLE:

- 1.1 **Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$229,320.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

PART 2: FEES:

- 2.1 **Hourly Rate:** at a rate of \$140.00 per hour for those hours during the Term when the Contractor provides the Services.

PART 3: EXPENSES:

- 3.1 **Expenses:** None.

PART 4: STATEMENTS OF ACCOUNT:

- 4.1 **Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:
- (a) the Contractor's legal name and address;
 - (b) the date of the statement, and the Billing Period to which the statement pertains;
 - (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
 - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
 - (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
 - (f) a description of this Agreement;
 - (g) a statement number for identification, Ministry Contract #1000069173; and
 - (h) any other billing information reasonably requested by the Province.
- (a) any other billing information reasonably requested by the Province.

PART 5: PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

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

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “**privacy course**” means the Province’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

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

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

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

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

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

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

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.

6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

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

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

Sensitive Information access control

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

Integrity of Information

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

Documentation of changes to processes

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

Notice of security breaches

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

- 17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

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

Termination of Agreement

- 18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

- 19. In this Schedule, unless otherwise specified:

- (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractor
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
-
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

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

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant

employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Criminal history check

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

DIRECT AWARD JUSTIFICATION

CONTRACTOR NAME:	Annex Consulting Group Inc. (Key Personnel: Reeshma Devji)
TYPE OF SERVICE:	Professional Services – Consulting
CONTRACT TERM:	January 29 th 2018 to Sept 28 th , 2018 with up to four (4) x 3 month options to be exercised at the sole discretion of the LDB
TOTAL CONTRACT VALUE:	\$229,320 for initial contract term + \$305,760 for optional extensions

Under Core Policy (CPPM 6.3.3 (a) 1.), contracts for goods or services may be negotiated and directly awarded (sole sourced) without a competitive process where one of the following exceptional conditions applies. An explanation / justification must clearly explain how and why the contract meets one of the exceptional conditions for this direct award and must be provided below. This justification must be completed and submitted prior to the negotiation and signing of the contract. A copy of this justification must be kept as part of the contract file.

<input checked="" type="checkbox"/> Check any or all conditions that apply:
<input type="checkbox"/> the contract is with another government organization
<input checked="" type="checkbox"/> the BCLDB can <u>strictly prove</u> that only one contractor is qualified, or is available, to provide the goods or services [Note: A Notice of Intent should be posted on BC Bid when the value to be directly awarded on this basis is greater than \$25,000.]
<input type="checkbox"/> an unforeseeable emergency exists and the goods or services could not be obtained in time by means of a competitive process
<input type="checkbox"/> a competitive process would interfere with the BCLDB's ability to maintain security or order or to protect human, animal or plant life or health
<input type="checkbox"/> 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

Provide a justification/explanation clearly explaining how and why the contract meets one of the reason(s) checked above:

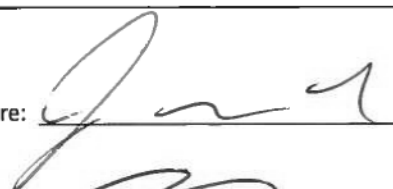


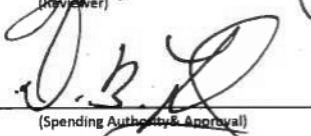
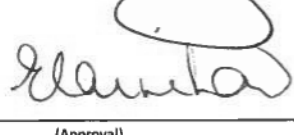
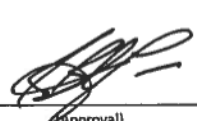
BACKGROUND & JUSTIFICATION:

Given Reeshma's deep knowledge of the LDB's business processes, customers, and business environments, she would be able to play a key role in assisting with upcoming changes associated to workforce transition and other projects; this with little-to-no knowledge transfer or ramp-up required. For the immediate need, she will be assisting with the Head Office move, working to drive faster adoption, greater ultimate utilization, and higher proficiency on the changes impacting employees in the organization such that business results are achieved.

The LDB has been undergoing a time of significant change driven by its recent division of retail, wholesale and corporate lines of business. Changes impact LDB suppliers, wholesale / retail customers and employees within the LDB organization. Internal impacts include significant transformation across both the retail and wholesale lines of business, including the creation of new departments, reorganization within current departments, reengineering of LDB business processes, changes to information systems and associated processes to reflect the separation and modernization of retail and wholesale. External impacts include changes to policy, processes and the way our customers and suppliers interact with the new LDB business model.


Reeshma Devji was awarded the role of Change Management Specialist from a submitted response to RFP2016-06-08, and has delivered exceptionally, demonstrating strong Change Management skills to provide change/transformational leadership expertise to both projects and operational teams to support the organizational changes required to ensure the success of LDB; leveraging her understanding of our business processes, customers, and business environment.

In summary, due to continued demands to provide quality solutions to our customers within limited timelines, complexities of the LDB's business processes, systems and technology, job roles, and organization structures, Reeshma Devji is required for a new contract term as Change Management Specialist. The LDB can strictly prove that only Reeshma Devji is sufficiently qualified having deep knowledge of the LDB's business processes, customers, and business environments and is currently available to provide the services. Going out to competitive process for a replacement other than Reeshma would put us at increased risk, due to the necessary training and on boarding time needed by any new resource coming in at this (or later) stage of the new LDB business model.

Signature: 	Title: Contract Administrator	Date: Jan 15, 2018
Signature:  (Spending Authority)	Title: Organizational Development & Change Director	Date: Jan 18, 2018
Signature:  (Reviewer)	Title: Manager ^{DIRECTOR} Manager, Procurement & Contract Administration	Date: Jan 18, 2018
Signature:  (Spending Authority Approval)	Title: CIO	Date: Jan. 18/18
Signature:  (Approval)	Title: CFO	Date: Jan 18/18
Signature:  (Approval)	Title: General Manager & CEO	Date: Jan 19/18

Notice of Intent e-Advertisement

BC Liquor Distribution Branch NOI to award a contract for Change Management Specialist Consulting Assignments - Business Services

- All Locations Specified
-  Supplier Attachments Exist
- This document may not be responded to Online

For more information contact:

Estrada, Cristine
Buyer

BC Liquor Distribution Branch
BC Liquor Distribution Branch
2625 Rupert Street
Vancouver, British Columbia
V5M 3T5

Phone: 1 (604) 252-3235

Fax: 1 (604) 252-3381

Email: cristine.estrada@bclddb.com

Final

Solicitation Number:	NOI2018-01-26
Original Publish Date:	2018/01/19
Close Date & Time:	2018/01/26 14:00
Time Zone:	Pacific Time

Approx. Time Left:

All dates are yyyy/mm/dd

Summary Details:

Notice is hereby given by the BC Liquor Distribution Branch of its intent to direct award the following services for Change Management Specialist:

- To provide change management specialist services for new and ongoing initiatives and projects.

To be carried out by:
Annex Consulting Group Inc.
Suite 1300, 1075 West Georgia Street
Vancouver, British Columbia V6E 3C9

37352380



Ministry of Attorney General

**Notice of Intent NOI2018-01-26
To Direct Award a Contract**

January 19, 2018

Notice is hereby given by the BC Liquor Distribution Branch of its intent to direct award the following services for Change Management Specialist:

- To provide change management specialist services for new and ongoing initiatives and projects.

To be carried out by:

Annex Consulting Group Inc.
Suite 1300, 1075 West Georgia Street
Vancouver, British Columbia V6E 3C9

The contract will not exceed a value of \$229,320.00. Contract term shall be from January 29, 2018 to September 28, 2018.

The BC Liquor Distribution Branch has chosen not to tender this contract for the following reasons:

- Annex Consulting Group Inc. was the successful Proponent under RFP2016-06-08 for similar type services for the LDB and as such, they have gained specific knowledge and expertise that allow the project to start immediately and would reduce the overall risk of the project being requested;
- The key personnel has deep knowledge of the LDB's business processes, customers, and business environments; and
- The new initiatives have very strict timelines and delivery dates and onboarding a new resource would cause unnecessary delays.

Vendors wishing to object to this decision should FAX a letter of objection by 2:00 p.m. on January 26, 2018 to:

BC Liquor Distribution Branch
Attention: Cristine Estrada, Procurement and Contract Analyst
Fax Number: (604) 252-3381

presenting specific reasons for their objection. Vendor qualification and ability to provide the same level of work/service at a lower cost within the required time frame will be the key criteria with regard to the consideration of vendor objections.

Cristine Estrada
Procurement and Contract Analyst, Procurement and Contract Management services

**PROCUREMENT SUMMARY & CONTRACT APPROVAL RECOMMENDATION FOR
RFP2016-06-08**

RECOMMENDED VENDOR	Annex Consulting Group (Reeshma Devji) New Value Solutions Group Inc. dba New Value Solutions (MaRi Eagar)
CONTRACT DESCRIPTION	For the provision of Change Management Specialist(s)
CONTRACT TERM VALUE With OPTION TERM VALUE identified	MaRi Eagar (\$85/hr): \$81,600.00 per contract term <u>OPTION:</u> \$163,200.00 Reeshma Devji (\$140/hr): \$134,400.00 per contract term <u>OPTION:</u> \$268,800.00
CONTRACT TERM With OPTION TERMS identified	July 27, 2016 to January 27, 2017 <u>OPTION:</u> with options to extend for four (4) periods of up to three (3) months each to be exercised at the discretion of the LDB.
CONTRACT ADMINISTRATOR & DEPARTMENT	Jerome Lemieux, Information Services
RECOMMENDATION SUBMITTED BY	Cristine Estrada, Procurement & Contract Management services

1. RECOMMENDATION

To award Annex Consulting Group and New Value Solutions the agreement for the provision of a Change Management Specialist. This service will be ordered on a form of a Provincial General Services Agreement for the Term stated above.

2. RATIONALE FOR SELECTION

On May 19, 2016, RFP2016-06-08 for a Change Management Specialist was issued on BC Bid and closed on June 8, 2016. Nineteen (19) submissions were received and verified for compliancy. The compliant proposals were from Affinity Staffing, Annex Consulting Group, Change Champions, Ignite Technical Resources, WPCG dba IT|IQ, KPMG, New Value Solutions, Matchbox Consulting, Microserve, Mindwire, Proex, Propel Solutions, Quartech, Si Systems, Sierra Systems, Stellar Recruiting, Teema, and Thornton Consulting.

The bids were evaluated individually by a committee of LDB employees, consisting of Rita Ferrara, Scott Higginson, Caeli Turner, and reviewed by Jerome Lemieux. The submissions were assessed in accordance with the following evaluation criteria:

EVALUATION CRITERIA	WEIGHTING
Related experience, skills, & qualifications of individual resources	60%
Corporate: Demonstrated ability and track record of company or partnership	5%
Completeness, suitability and quality of responses with regards to addressing the requirements and deliverables described	5%
Ability to meet schedule / delivery / start date / completion	5%
Pricing / fee structure	25%

A total of 6 candidates were shortlisted based on the above criteria for interviews. A maximum of 25 points for the interview stage were awarded to each candidate. The top 2 candidates with the highest scores were selected for award. These points are stand alone and not added to the proposal scores that were assessed at the initial evaluation stage.

3. BUDGET


As per approved Purchase Requisition and as per this signed and approved document.

Accounting Code #: 10. 727.64510.

4. RESPONDENTS

Please refer to attached evaluation spreadsheet summary.

5. EVALUATORS / REVIEWERS / APPROVERS


EVALUATOR LEAD: Rita Ferrara – Executive Director, Human Resources



Date


REVIEWER (Contract Administrator): Jerome Lemieux – Manager, Information Services


Date


REVIEWER: Julie Wang – Director, Procurement & Contract Mgmt


Date


APPROVAL (Spending Authority): - Roger Bissoondatt – Chief Financial Officer


Date


APPROVAL (Spending Authority): Blain Lawson – General Manager & CEO


Date



**LIQUOR
DISTRIBUTION
BRANCH**

2625 Rupert Street, Vancouver, British Columbia, Canada V5M 3T5

May 19, 2016

Request for Proposal ("RFP")

RFP2016-06-08

for

Change Management Specialist(s)

The BC Liquor Distribution Branch is requesting proposals from qualified and experienced companies for up to four (4) Change Management Specialist(s). Details of this requirement are in the attached.

Closing Time:

Proposals must be received before 2:00 PM Pacific Time on June 8th, 2016.

Closing Location:

Proposals must be received at 2625 Rupert Street, Vancouver, BC V5M 3T5 by the Closing Time specified above.

Any queries regarding this document are to be directed only to Cristine Estrada, Procurement & Contract Management services via email at LDBPCM@BCLDB.com.

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- Section 4.0: SCOPE OF WORK
- Section 5.0: MANDATORY CRITERIA
- Section 6.0: ADDITIONAL CRITERIA / REQUIREMENTS
- Section 7.0: FORMAT OF PROPOSAL
- Section 8.0: TERM OF AGREEMENT
- Section 9.0: SCHEDULE OF EVENTS
- Section 10.0: EVALUATION CRITERIA

APPENDICES:

- Appendix A: Financial / Pricing Information
- Appendix B: Proponent Section
- Appendix C: BC Certificate of Insurance (*Sample*)
- Appendix D: Information Technology & Management Consulting Professional Services Agreement (*Sample*) (attachment)

1.0 INTRODUCTION

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch (the “LDB”) is one of the largest distributors and retailers of beverage alcohol in Canada, generating \$935 million (2014/15) in net income on annual sales of \$2.87 billion. The LDB operates a province-wide, retail/wholesale beverage alcohol business, within a mixed public-private model. The LDB has a workforce of approximately 3,600 full- and part-time employees; operates 196 BC Liquor Stores across the province; operates 2 wholesale customer centres; 2 distribution centres; in Vancouver and Kamloops and has a Head Office facility in Vancouver.

The LDB purchases beverage alcohol from more than 400 suppliers and manufacturers within the province, across the country and around the world. Licensed manufacturers in BC include 322 wineries, 118 breweries, and 51 distilleries. The LDB also distributes to more than 1,500 retail outlets – 221 Rural Agency Stores; 670 licensee retail stores; 381 on-site manufacturer stores; 35 off-site manufacturer stores, 12 private wine stores; and 11 duty free stores – in BC. The LDB is a unique government entity that operates with similar independence to a Crown Corporation, but under the direction of a General Manager / Chief Executive Officer.

2.0 TERMS AND CONDITIONS REGARDING PROPOSALS & SUBMISSION

2.1 Application of Terms and Conditions

The following terms and conditions apply to this Request for Proposal (“RFP”). A Proponent’s submission of a proposal in response to this RFP indicates acceptance of all the terms that follow and that are included in any addenda issued by the LDB. Provisions in proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

2.2 Definitions

Throughout this Request for Proposal the following definitions apply:

- a) “Agreement” means the written agreement / contract resulting from this Request for Proposal executed by the LDB and the successful Proponent which agreement will be in the form of the government’s Information Technology & Management Consulting Professional Services including a completed Appendix A and other applicable Appendices;
- b) “BCLS” or “Stores” means the British Columbia Liquor Stores;
- c) “Closing Time” means the date and time set out in section 2.3 of this Request for Proposal;
- d) “Closing Location” means the location set out in section 2.3 of this Request for Proposal;
- e) “Contractor” means the successful Proponent to this Request for Proposals who enters into a written Agreement with the LDB;
- f) “LDB”, “Liquor Distribution Branch” or “British Columbia Liquor Distribution Branch” means Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch;

- g) “must” or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;
- h) “Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- i) “Request for Proposal” or “RFP” means the process described in this document; and
- j) “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

2.3 Submission

The LDB will NOT accept proposals via e-mail or facsimile.

Each Proponent is to submit copies of their proposal as follows:

- a) One (1) signed original hardcopy and
- b) One (1) CD / DVD or USB containing:
 - i. one (1) electronic PDF copy of the signed original hardcopy and
 - ii. one (1) electronic read/writeable Word/Excel version

submitted to and received at the Closing Location by:

Liquor Distribution Branch

2625 Rupert Street

Vancouver, British Columbia V5M 3T5

Attention: Cristine Estrada, Procurement & Contract Management services

before 2:00PM Pacific Time (Closing Time) on June 08, 2016 in a sealed envelope clearly marked RFP2016-06-08 – Change Management Specialist(s) including your company name and address. The hard copy of the proposal must be signed by the Proponent in the appropriate and authorized fashion (see section 2.11 below).

2.4 Late Proposals

Proposals received after the Closing Time will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the LDB at the Closing Location will prevail whether accurate or not.

2.5 Eligibility

Proposals will not be evaluated if the Proponent’s current or past corporate or other interests may, in the LDB’s opinion, give rise to a conflict of interest in connection with the project described in this RFP. This includes, but is not limited to, involvement by the Proponent in preparation of this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the LDB’s contact person as noted below, prior to submitting a proposal.

2.6 Proponents' Questions

A Proponent may submit questions via email to LDBPCM@BCLDB.com, and request that the question and response not be circulated to other Proponents in order to protect the Proponent's strategy.

The LDB reserves the right to judge if the question points to an error or shortcoming in the RFP. If that is the case, the LDB reserves the right to ignore the Proponent's request and will notify all interested Proponents of the error and what corrective action to take. If the information is not critical, but the LDB judges it fair to circulate the response to all Proponents, the enquiring Proponent will be given the opportunity to withdraw the question and receive no response. No other Proponents will be informed of the question.

If none of the above conditions exist and the question reveals a Proponent's unique proposal strategy, the LDB will honour the Proponent's request and respond by fax or email only to the enquiring Proponent.

All questions shall be sent by e-mail to LDBPCM@BCLDB.com. The final date for the receipt of questions from Proponents to the LDB is requested by **May 30, 2016**. The LDB will endeavour to answer questions by **June 02, 2016**, however any questions received after **May 30, 2016** may not be answered.

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the LDB, including the evaluation committee and any elected officials of the Province of British Columbia, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the LDB.

Information obtained from any other source is not official and should not be relied upon.

2.7 Modification of Proposal

The LDB reserves the right to modify the RFP documents at any time in its sole discretion. The LDB may terminate the RFP process without awarding a Agreement at any time on notice to all Proponents. The LDB may, but is not bound to provide Proponents reasons for rejecting any or all proposals or for terminating the RFP process.

2.8 Liability for Errors

While the LDB has used considerable effort to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the LDB, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

2.9 Changes to Proponent's Proposal

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the Closing Time. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the LDB for purposes of clarification.

The LDB will be under no obligation to receive further information, whether written or oral, from any Proponent.

2.10 Completeness of Proposal

By submission of a proposal, the Proponent warrants that, if this 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 successful Proponent at no charge.

2.11 Signing of Proposals

All proposals **must** be signed by a person authorized to sign on behalf of the Proponent. The signatory **must** sign the **Proponent Section** as it appears on Appendix B, leaving the rest of the section unaltered.

Failure to sign a proposal as required will cause the proposal to be disqualified.

2.12 Ownership of Proposals

All proposals submitted to the LDB become the property of the LDB. They will be received and held in confidence by the LDB, subject to the provisions of the *Freedom of Information and Protection of Privacy Act and this RFP*.

2.13 Use of Request for Proposals

Any portion of this document, or any information supplied by the LDB in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limited the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the LDB in relation to this RFP.

2.14 Acceptance of Proposals

This RFP should not be construed as an agreement to purchase goods or services. The LDB is not bound to enter into an Agreement with the Proponent who submits the lowest priced proposal or with any Proponent.

Proposals will be assessed in accordance with the evaluation criteria. Evaluation of the proposals will be by a committee of employees of the LDB.

It is the intent of the LDB to enter into an Agreement with the Proponent who has the highest overall ranking.

2.15 Proposal Validity

Proposals are irrevocable and will remain open for acceptance for ninety (90) days after the Closing Time.

2.16 Agreement

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into an Agreement with the LDB on the terms set out in the attached Appendix F - Information Technology & Management Consulting Professional Services Agreement. **No revisions which are clearly contrary to the terms and conditions of the Agreement will be accepted by the LDB.** The completed Appendix A or a similarly formatted and completed statement of work will be attached to and form part of the Agreement, included as an Appendix to the Agreement.

Proponents are expected to review, understand and ensure that they can comply with the terms and conditions of the Agreement.

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of the completed Agreement will constitute the Agreement 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.

If a written Agreement cannot be negotiated within thirty days of notification of the successful Proponent, the LDB may, at its sole discretion at any time thereafter, terminate negotiations with the Proponent and either negotiate an Agreement with the next qualified Proponent or choose to terminate this RFP process and not enter an Agreement with any Proponent.

2.17 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the LDB, if any. If the LDB elects to reject all proposals, the LDB will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

2.18 Limitation of Damages

Further to the preceding paragraph, Proponents by submitting a proposal agree that they will not claim damages for whatever reason, relating to the Agreement or in respect to 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 Agreement is made with the Proponent.

2.19 Subcontracting

If the Proponent uses the services of a subcontractor, they shall identify the subcontractor, describe the authorizations/qualifications of the subcontractor, and describe what portions of the service will be assigned to the subcontractor. The Proponent must describe the contractual arrangement contemplated with each subcontractor and describe generally the control and delegation of responsibilities anticipated in that arrangement.

The Proponent's decision to use a subcontractor will not modify or abrogate the responsibility of the Proponent for the acts, omissions, nonfeasance, malfeasance or misfeasance of any and all subcontractors.

Nothing contained in the Agreement shall create a contractual relationship between a subcontractor and the LDB.

If two Proponents, having no formal corporate link, jointly submit, one Proponent must be prepared to take overall responsibility for the successful integration of the services provided and this must be clearly defined in the Proposal.

To the extent that a Proponent proposes that all or any portion of the provision of goods and/or services contemplated in this RFP would be undertaken by one or more subcontractors or other third parties, the Proponent shall identify such

subcontractors and/or other third parties for approval by the LDB. The LDB reserves the right to refuse the use of any subcontractor(s). All subcontractors and third parties of the Proponent shall be bound by the Terms and Conditions of this RFP.

2.20 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 this RFP requires Proponents to provide the LDB with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent to forward this information to the LDB from each of those employees, before forwarding such personal information to the LDB. Copies of such consents must be provided to the LDB, upon such request.

3.0 BACKGROUND

- 3.1 LDB is undergoing a time of significant change. These changes will have impacts to employees within the LDB organization as well as LDB suppliers and wholesale customers. Internal impacts include significant transformation across both the retail and wholesale lines of business, including the creation of new departments, reorganization within current departments, reengineering of LDB business processes, changes to information systems and associated processes to reflect the separation and modernization of retail and wholesale. External impacts include changes to policy, processes and the way they interact with the new LDB business model.

4.0 SCOPE OF WORK

- 4.1 The scope of this engagement is to provide change/transformational leadership expertise to both projects and operational teams to support the organizational changes required to ensure the success of LDB. The focus must be on both internal LDB success and in support of LDB supplier and wholesale customer success. The LDB is looking for change/transformation subject matter experts. The successful proponent(s) may be assigned to multiple projects/internal initiatives depending on size and complexity.
- 4.2 These roles will report to the director of learning services with an indirect reporting relationship to individual business leads and/or project managers and the executive director of human resources.
- 4.3 The Change Management Specialist (CMS) will play a key role in leading and supporting change initiatives (project based and operational) to meet business, schedule and budget objectives. This person will focus on the people side of change - including changes to business processes, systems and technology, job roles and organization structures. The primary focus will be creating and implementing change management plans that minimize employee resistance and maximize employee engagement. The CMS will work to drive faster adoption,

greater ultimate utilization and higher proficiency on the changes impacting employees in the organization such that business results are achieved.

4.4 Roles and Responsibilities

In general, the CMS will be required to:

- a) work with the initiative lead to understand goals and objectives, benefits and detriments of the proposed changes;
- b) develop a change management approach based on a situational awareness of the details of the change and the groups being impacted by the change;
- c) conduct change impact assessments and readiness assessments by stakeholder group, evaluate results and present findings in a logical and easy-to-understand manner;
- d) assess the impact of the change initiative from an organization wide perspective and manage the impacts, risks and interdependencies with other initiatives;
- e) develop a set of actionable and targeted change management plans and deliverables - including risk profile, communication plan, sponsor roadmap, stakeholder register, coaching plan, training plan, resistance management plan, measurement plan, and recognition and reward plan;
- f) integrate change management activities into overall project plan, as required;
- g) lead the execution of change related plans and provide coordination throughout all phases of the change initiative;
- h) work with communication, training, human resources and organizational development specialists in the formulation of particular plans and activities to support implementation of the change initiative;
- i) provide progress monitoring and reporting to clients and stakeholders;
- j) identify, analyze and prepare mitigation tactics for people-related risks;
- k) support and engage senior leaders, managers and supervisors, coaching as required, to help them fulfill the role of change sponsor as they help their direct reports through transitions; and
- l) evaluate and ensure user readiness.

4.5 Required Skills and Experience

The following requirements should be identified for the individual candidate(s) the Proponent is proposing to enable a complete evaluation. The CMS must be able to demonstrate that they have:

- a) experience, knowledge and understanding of change management principles and methodologies;
- b) ten (10) years recent, related experience delivering change/transformation initiatives using project and change management methods in a large complex, multi-stakeholder environment;

- c) strong management and planning skills with proven track record of translating a high-level transformation vision into concrete implementation plans;
- d) exceptional communication skills - both written and verbal;
- e) excellent active listening skills;
- f) outstanding ability to facilitate dialogue and resolution of complex issues with a wide variety of stakeholders, including senior executives of the organization and multiple stream leads;
- g) able to work effectively at all levels in an organization – quickly establishing and then maintaining relationships;
- h) proven ability to build alignment, accountability and trust within project and senior management team;
- i) ability to coach and support key stakeholders at all levels of the organization;
- j) ability to quickly grasp new business concepts, understand organizational issues and challenges and understand dependencies across diverse business units;
- k) flexible and adaptable; able to work in ambiguous situations and simultaneously manage multiple, complex and often evolving implementation priorities;
- l) ability to determine and apply the appropriate type and level of change support required for different initiatives; and
- m) available to work on-site at the LDB for up to five (5) full, 8-hour days per week when required by the initiative phase.

4.6 Desirable Skills and Experience

The following skills and experience are desirable and will enhance this category, but will not eliminate the Proponent's candidate from consideration. It would be desirable if the CMS has:

- a) a PROSCI certification; and
- b) knowledge and experience in a retail, wholesale & finance subject area.

5.0 MANDATORY CRITERIA

These requirements **must** be met in order for a proposal to receive consideration:

- a) The proposal **must** be received by the Closing Time;
- b) The proposal **must** be in English; and
- c) The Appendix B - Proponent Section is completed and **must** be signed by an authorized signatory in the format required (see section 2.10).

6.0 ADDITIONAL CRITERIA / REQUIREMENTS

Proposals will be evaluated in accordance with the evaluation criteria identified in Section **10.0 EVALUATION CRITERIA** and in conjunction with Sections **4.0 SCOPE OF WORK** and **6.0 ADDITIONAL CRITERIA**. Proponents are encouraged to address these criteria in sufficient depth in their proposals to permit

a full evaluation of their proposals. The onus is on the Proponents to demonstrate that it meets the requirements specified in the RFP and encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposal.

- 6.1. Provide Financial / Pricing Information as requested in Appendix A;
- 6.2. Provide a Proponent Overview that includes, but not limited to:
 - a) complete legal company name and address;
 - b) number of employee(s);
 - c) nature of company (e.g. sole proprietorship, corporation, partnership, joint venture);
 - d) description of your company, history and background, including years of operation and experience providing similar requirements;
 - e) corporate head office, and branch location address(es) if applicable;
 - f) key personnel and an outline of their intended roles/responsibilities (organizational chart, if applicable);
 - g) describe your values and strengths as they relate to this requirement;
 - h) outline how you intend to meet the LDB requirements.
- 6.3. Proposed employee(s) identified (including subcontractor(s), if permitted): Include a resume of work history with qualifications, experience and skills relative to this requirement. A brief overview of the approach and methodology that are proposed in this engagement / project, including tools and deliverables;
- 6.4. An outline of other relevant methodologies, standards and best practices proposed;
- 6.5. Describe in detail how the LDB's account will be managed, including your company's key proposed personnel, their roles and responsibilities, qualifications, level of knowledge, experience, areas of expertise and your escalation process to demonstrate your ability to meet the LDB's requirements;
- 6.6. Provide financial documentation and/or other assurances of corporate and financial stability to perform this service. Have you, the Proponent, ever materially defaulted on its contractual commitments? If yes, please explain;
- 6.7. Recent and relevant references (minimum of 3) for the Proponent (or Proponent's employee(s) or subcontractor(s), as applicable) of clients that have similar requirements as stated in this document. Include contact information, duration of engagement, and brief description of work;
- 6.8. Provide a copy of your company's WorkSafeBC clearance letter;
- 6.9. Identify any Value Added Services or functions as they relate to this requirement. These value added services would be in addition to what is required, but would complement the services or function you provide, at no additional charge to the LDB. Unless addressed elsewhere in this proposal, is there anything else about the Proponent's experience, whether directly or indirectly relevant that may be useful background information if awarded this Agreement?

7.0 FORMAT OF PROPOSAL

Proponents should ensure they include the following in their proposals:

- 7.1. Completed Appendix A - Pricing Information, as requested;
- 7.2. Completed Appendix B - Proponent Section (Mandatory Requirement) and signed by a Proponent's authorized signatory in the format required;
- 7.3. A Proponent Overview, as noted in Section 6.0 ADDITIONAL CRITERIA;
- 7.4. Financial documentation;
- 7.5. Recent and relevant references (minimum of 3);
- 7.6. WorkSafeBC clearance letter;
- 7.7. Other information the Proponent is providing in response to this RFP including as applicable: Table of Contents and a short summary of the key features of the Proponent's proposal;
- 7.8. Appendices, as applicable appropriately tabbed and referenced; and
- 7.9. Written confirmation of Proponent's ability to commence the Services under the Agreement on or about dd/mm, 2016.

8.0 TERM OF AGREEMENT

The term of the Agreement is estimated to commence on June 27, 2016 and conclude on December 26, 2016, with options to extend for four (4) periods of up to three (3) months each at the sole discretion of the LDB.

9.0 SCHEDULE OF EVENTS

The following schedule is planned. The LDB reserves the right to cancel or change the schedule at any time.

Anticipated Event	Expected Date
RFP issued	May 19, 2016
Questions received by	May 30, 2016
Answers provided by	June 02, 2016
RFP closes	June 08, 2016
Proposals evaluated by	June 14, 2016
Proponent interview by <i>(if required)</i>	June 17, 2016
Final selection by	June 20, 2016
Project start date on or about	June 27, 2016

10.0 EVALUATION CRITERIA

All compliant proposals will be evaluated based on the following criteria and the associated weighting and scoring and in conjunction with sections **4.0 SCOPE OF WORK** and **6.0 ADDITIONAL CRITERIA**. The onus is on the Proponents to demonstrate that it meets the requirements specified in the RFP and encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposal.

EVALUATION CRITERIA	WEIGHTING
Related experience, skills, & qualifications of individual resources	60%
Corporate: Demonstrated ability and track record of company or partnership	5%
Completeness, suitability and quality of responses with regards to addressing the requirements and deliverables described	5%
Ability to meet schedule / delivery / start date / completion	5%
Pricing / fee structure	25%

The LDB will evaluate all compliant proposals against the evaluation criteria (noted above), then the LDB may, in its sole discretion, choose to create a Proponent shortlist of the highest ranked individual candidates proposed by the Proponents. Only Proponent's individual candidates on this shortlist will be considered for further evaluation through interviews or for award, in the event that a decision to make an award is made.

The LDB may request the shortlisted Proponent(s) to provide additional information and/or details for clarification to the LDB by attending interviews which may also include giving interviews. It is intended that the shortlisted Proponents will be contacted by the LDB for interviews. The interviews will take place at the LDB Head Office located at 2625 Rupert Street, Vancouver, British Columbia, V5M 3T5. Although the preference of the LDB is to conduct interviews in person, it may be possible for shortlisted Proponent's individual candidate(s) to arrange for videoconferencing (NetMeeting, Webex, etc.) via the internet or teleconference to perform initial interviews, at the sole discretion of the LDB.

The LDB will award the shortlisted Proponents a maximum of 25 points for the interview stage. These points will stand alone and will not be added to the proposal scores that were assessed at the proposal stage. The shortlisted Proponent who scores the highest during the interview stage will be the leading Proponent.

References of the leading Proponent will be reviewed. Business and financial stability of the leading Proponent may be reviewed. The LDB will not enter into an Agreement with a Proponent with unsatisfactory references or business and financial instability, or without the required valid certification(s) and licensing documentation relevant to this RFP and intended requirements of the LDB. If this occurs, the LDB may then choose to go to the next highest ranked Proponent and enter into an Agreement with them.

APPENDIX A

PRICING INFORMATION

1. The Proponent's pricing and strategy information is to be:
 - a) to be quoted in Canadian Dollars;
 - b) to clearly identify and state all fees, including:
 - i. hourly rates; and
 - ii. any recommended options, if applicable;
 - c) to be firm for the entire Agreement period;
 - d) to be inclusive of any travel expenses, including hotel, meals, etc.; and
 - e) to be exclusive of applicable sales taxes (PST, GST, HST, QST, etc.).
2. No expenses will be paid pursuant to the Agreement.
3. Evaluation of this pricing information section: the lowest individual candidate's proposed price receives all the points for this section and the other proposed prices (for an individual candidate) will be scored on how close they came to the lowest price. The formula used is $(\text{lowest price} \div \text{this price} \times \text{pricing points allocated})$; this formula results in a proposed price for an individual candidate being awarded half the available points if it is twice as expensive as the lowest price.

APPENDIX B

PROPONENT SECTION

The enclosed proposal is submitted in response to the LDB RFP2016-06-08 - Change Management Specialist(s) including any addenda. Through the submission of this proposal, we agree to all the terms and conditions of the Request for Proposal including that should our proposal be successful, we will enter into an Agreement with the LDB in the form of the attached the government's OR Information Technology & Management Consulting Professional Services Agreement and proposed Appendices. We agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposal, including the Proposal and Submission section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

The Proponent acknowledges receipt of the following RFP Addenda (if applicable):

Addendum No.	Date

Signature of Authorized Representative:	Legal Name of Proponent (and doing business as name, if applicable)
Name of Authorized Representative: (printed)	Address of Proponent
Title:	Authorized Representative:
Date:	Phone #: Fax #:
GST Number:	E-mail:

APPENDIX C



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the Financial Administration Act. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crown at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) BC Liquor Distribution Branch		AGREEMENT IDENTIFICATION NO.	
PROVINCE'S CONTACT PERSON NAME & TITLE		PHONE NO.	
MAILING ADDRESS 2625 Rupert Street, Vancouver BC		FAX NO. (604) 252-3381	
CONTRACTOR NAME		POSTAL CODE V5M 3T5	
CONTRACTOR ADDRESS		POSTAL CODE	

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME		
	ADDRESS		
POSTAL CODE			
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENCY OR BROKERAGE FIRM	ADDRESS	PHONE NO.
NAME OF AUTHORIZED AGENT OR BROKER (PRINT)	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	DATE SIGNED

FIN 173 Rev. 2010/12/23

<http://www.fin.gov.bc.ca/PT/rmb/forms.shtml>

From: Anastasiya Lapitskaya
To: Estrada, Cristine LDB:EX
Cc: Shamir Naik
Subject: FW: RE: Ministry Contract #2017-18-1000069109_Reeshma Devji
Date: Tuesday, February 06, 2018 4:33:23 PM
Attachments: [LDB Insurance.pdf](#)
[2017-18-1000069109 Annex Reeshma Devji - signed.pdf](#)

Hi Cristine,
Please see attached and confirm receipt.
Thank you,
Annie

Annie Lapitskaya

Contracts Administrator

Leaders in IT. Advisors in Business. Partners in Solutions.



Annex Consulting Group

Suite 950, 555 Burrard Street

Vancouver, B.C. V7X 1M9

Toll Free: 1.844.638.8878

Direct: 604.639.8887

www.annexgroup.com

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From: Anastasiya Lapitskaya
Sent: February 5, 2018 2:29 PM
To: 'Cristine.Estrada@bcldb.com'
Cc: 'Ruslan.Prisajny@bcldb.com'; 'Jerome.Lemieux@bcldb.com'; Shamir Naik
Subject: RE: RE: Ministry Contract #2017-18-1000069109_Reeshma Devji

Hi Cristine,
Please see attached a completed Insurance Certificate.
Thank you,
Annie

Annie Lapitskaya

Contracts Administrator

Leaders in IT. Advisors in Business. Partners in Solutions.



Annex Consulting Group

Suite 950, 555 Burrard Street

Vancouver, B.C. V7X 1M9

Toll Free: 1.844.638.8878

Direct: 604.639.8887

www.annexgroup.com

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From: Anastasiya Lapitskaya

Sent: February 5, 2018 1:35 PM

To: 'Cristine.Estrada@bcldb.com' <Cristine.Estrada@bcldb.com>

Cc: 'Ruslan.Prisajny@bcldb.com' <Ruslan.Prisajny@bcldb.com>; 'Jerome.Lemieux@bcldb.com' <Jerome.Lemieux@bcldb.com>; Shamir Naik <SNaik@annexgroup.com>

Subject: RE: Ministry Contract #2017-18-1000069109_Reeshma Devji

Hi Cristine,

Please see attached an Annex signed copy of the contract for Reeshma Devji. I will forward you the insurance certificate as soon as I receive it back from our insurance provider.

Thank you,

Annie

Annie Lapitskaya

Contracts Administrator

Leaders in IT. Advisors in Business. Partners in Solutions.



Annex Consulting Group

Suite 950, 555 Burrard Street

Vancouver, B.C. V7X 1M9

Toll Free: 1.844.638.8878

Direct: 604.639.8887

www.annexgroup.com

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Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Her Majesty the Queen in Right of the Province of British Columbia, as represented by the GM of the LDB		AGREEMENT IDENTIFICATION NO. 2017-18-1000069109
PROVINCE'S CONTACT PERSON NAME & TITLE		PHONE NO. (604) 252-
		FAX NO. (604) 252-3381
MAILING ADDRESS 2625 Rupert Street, Vancouver, British Columbia		POSTAL CODE V5M 3T5
CONTRACTOR NAME ANNEX CONSULTING GROUP INC.		
CONTRACTOR ADDRESS 555 Burrard St #950, Vancouver, BC		POSTAL CODE V7X 1M9

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME Annex Consulting Group Inc.		
	ADDRESS 950 - 555 Burrard Street, Two Bentall Centre, Vancouver, BC		POSTAL CODE V7X 1M9
OPERATIONS INSURED	PROVIDE DETAILS IT Consultant		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial General Liability	Continental Casualty Company Policy No: s.21 Bodily Injury & Property Damage Liability (Each Occur. / Aggregate) Personal & Advertising Injury Liability (Each Occur. / Aggregate) Products Liability/Completed Operations (Each Occur. / Aggregate) Tenants Legal Liability Non-Owned Automobile	2018/11/22	s.21 s.21 s.21 s.21 s.21

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENCY OR BROKERAGE FIRM HUB International Insurance Brokers	ADDRESS 400-4350 Still Creek Drive, Burnaby, BC V5C 0G5	PHONE NO. 604-269-1000
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) PER <u>Schoi</u>	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	DATE SIGNED Feb 5, 2018

From: Shamir Naik
To: [Estrada, Cristine LDB:EX](#)
Subject: Re: Ministry Contract #2017-18-1000069109_Reeshma Devji
Date: Tuesday, February 06, 2018 4:29:26 PM

Cristine

Did Annie from Annex not send this over to you?

I'll get her to send it again shortly.

Thanks

Shamir Naik B.Eng
Senior Consultant

Leaders in IT. Advisors in Business. Partners in Solutions.
Annex Consulting Group
Suite 950, 555 Burrard Street
Vancouver, B.C. V7X 1M9
Toll Free: 1.844.638.8878
Direct: 604.638.8861
Mobile: 604.805.2561
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On Tue, Feb 6, 2018 at 4:27 PM -0800, "Estrada, Cristine LDB:EX"
<Cristine.Estrada@bcldb.com> wrote:

Do you have a signed copy of the attached?

Cristine Estrada

Procurement Contract Analyst, Procurement Contract Management services - Finance
BC Liquor Distribution Branch
2625 Rupert Street, Vancouver BC V5M 3T5
T: 604 252-3235 E: cristine.estrada@bcldb.com

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From: Estrada, Cristine LDB:EX
Sent: Monday, February 05, 2018 10:34 AM
To: 'snaik@annexgroup.com'
Cc: Prisajny, Ruslan LDB:EX; Lemieux, Jerome LDB:EX
Subject: Ministry Contract #2017-18-1000069109_Reeshma Devji

Hi Shamir – please find enclosed the contract for Reeshma for your review and signature. Also enclosed is the certificate of insurance your insurance provider is to complete and email back to me. Thank you.

Cristine Estrada

Procurement Contract Analyst, Procurement Contract Management services - Finance
BC Liquor Distribution Branch
2625 Rupert Street, Vancouver BC V5M 3T5
T: 604 252-3235 E: cristine.estrada@bclddb.com

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From: [Prisajny, Ruslan LDB:EX](#)
To: [Estrada, Cristine LDB:EX](#)
Subject: RE: Direct Award - Reeshma Devji.
Date: Thursday, February 01, 2018 11:32:53 AM
Attachments: 2017-18-10000draft Annex Reeshma Devji.docx

Cristine,

See attached.

Cheers,

Ruslan Prisajny

IT Procurement Coordinator, Information Technology - Shared Services
BC Liquor Distribution Branch
2625 Rupert Street, Vancouver BC V5M 3T5
T: 604 252-3472 E: ruslan.prisajny@bclddb.com

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From: Estrada, Cristine LDB:EX
Sent: Thursday, February 01, 2018 10:49 AM
To: Prisajny, Ruslan LDB:EX
Subject: RE: Direct Award - Reeshma Devji.

Please review.

Cristine Estrada

Procurement Contract Analyst, Procurement Contract Management services - Finance
BC Liquor Distribution Branch
2625 Rupert Street, Vancouver BC V5M 3T5
T: 604 252-3235 E: cristine.estrada@bclddb.com

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From: Prisajny, Ruslan LDB:EX
Sent: Thursday, February 01, 2018 8:15 AM
To: Estrada, Cristine LDB:EX
Cc: Lemieux, Jerome LDB:EX
Subject: Direct Award - Reeshma Devji.
Importance: High

Cristine,

Following up of Reeshma's GSA, her NOI was completed last week.
When will the new agreement be sent out?

Cheers,

Ruslan Prisajny

IT Procurement Coordinator, Information Technology - Shared Services
BC Liquor Distribution Branch
2625 Rupert Street, Vancouver BC V5M 3T5
T: 604 252-3472 E: ruslan.prisajny@bclddb.com

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From: [Prisajny, Ruslan LDB:EX](#)
To: [Estrada, Cristine LDB:EX](#)
Subject: RE: DA for Reeshma
Date: Thursday, January 18, 2018 4:20:44 PM
Attachments: Annex (Reeshma Devji) Direct Award.docx

Attached. Thanks again Cristine.

Ruslan Prisajny

IT Procurement Coordinator, Information Technology - Shared Services

BC Liquor Distribution Branch

2625 Rupert Street, Vancouver BC V5M 3T5

T: 604 252-3472 E: ruslan.prisajny@bclddb.com

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From: Estrada, Cristine LDB:EX
Sent: Thursday, January 18, 2018 4:12 PM
To: Prisajny, Ruslan LDB:EX
Subject: DA for Reeshma

Please send me a word copy.

Cristine Estrada

Procurement Contract Analyst, Procurement Contract Management services - Finance

BC Liquor Distribution Branch

2625 Rupert Street, Vancouver BC V5M 3T5

T: 604 252-3235 E: cristine.estrada@bclddb.com

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From: Estrada, Cristine LDB:EX
To: Prisajny, Ruslan LDB:EX; Lemieux, Jerome LDB:EX
Subject: NOI for Reeshma
Date: Friday, January 19, 2018 3:21:40 PM
Attachments: NOI_BC_Bid.pdf

I've issued the NOI for Reeshma's contract.

Cristine Estrada

Procurement Contract Analyst, Procurement Contract Management services - Finance

BC Liquor Distribution Branch

2625 Rupert Street, Vancouver BC V5M 3T5

T: 604 252-3235 E: cristine.estrada@bcldb.com

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