

**PRE-APPROVAL TO  
CONTRACT – DIRECT  
AWARD**

**INSTRUCTIONS:** This form is mandatory and must be completed by Ministry of Finance contract managers to clearly document the justification for procuring for services and to ensure compliance with Government Contract Policy and Ministry Spending Directives. The completed and signed form must be retained in the program contract file and must accompany other related documents when formulating final package to accounts [CFFSHELP@gov.bc.ca](mailto:CFFSHELP@gov.bc.ca). See [page 4](#) for detailed policy and procedures. Replace the example text in red with your own responses.

**PART 1 – CONTRACT INFORMATION**

DIVISION <b>Office of the Premier</b>		BRANCH <b>Executive Branch</b>
CONTRACT MANAGER NAME <b>Elizabeth Parkinson</b>	CONTRACT MANAGER PHONE NO. <b>(250) 387-1715</b>	CONTRACT MANAGER JOB TITLE <b>Financial &amp; Contract Officer</b>
CONTRACT TYPE <input checked="" type="checkbox"/> NEW <input type="checkbox"/> AMENDMENT	CONTRACTOR LEGAL NAME <b>Convergence Communications Inc.</b>	
BUDGET AVAILABLE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF NO BUDGET, EXPLAIN MITIGATION PLAN	
ESTIMATED CONTRACT VALUE (Include extensions) <b>\$ 43,400.00</b>	ESTIMATED TERM (Include extensions) <b>Feb-22-August 21, 2023</b>	STOB (60 / 61 / 63) <b>6101/6102</b>

**PART 2 – RATIONALE FOR DIRECT AWARD CONTRACT**

CONDITION (See <a href="#">Direct Rewards, CPPM 6.3.3.g</a> )	JUSTIFICATION / EXPLANATION (Provide supporting documentation identifying rationale and evidence for the Direct Award condition used)
<input type="checkbox"/> <b>Other government organization</b> The contract is with another government organization. Definition and Interpretation of a "government organization" can be found under <a href="#">Budget Transparency and Accountability Act</a> .	<i>Explain the research done to find this contractor and why this contractor is considered another government organization.</i> <b>Delete these instructions before completing this form.</b>
<input type="checkbox"/> <b>Sole source</b> The ministry can strictly prove that only one contractor is qualified, or is available, to provide the service. A <a href="#">Notice of Intent (NOI)</a> is not required on BC Bid. If a ministry cannot strictly prove that there is only one vendor that can provide the service, an NOI must be posted on BC Bid. All objections received must be reviewed and if any are substantiated a competitive process must be undertaken. It is imperative that a contract not be entered into prior to the closing date of the NOI.	<i>Explain the research done to find this contractor.</i> <i>Prior to awarding a contract what evidence do you have to support that only one contractor is qualified and that there are no other vendors available in the market? e.g. request for information, an expression of interest or other market research was posted on BC Bid and no response was received; or a notice of intent was posted on BC Bid and no objection was received.</i> <i>If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. emails for other qualified contractors indicating not available or no response to an expression of interest.</i> <b>Delete these instructions before completing this form.</b>
<input type="checkbox"/> <b>Unforeseen emergency</b> An unforeseeable emergency exists, and the services could not be obtained in time by means of a competitive process. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award.	<i>Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award.</i> <b>Delete these instructions before completing this form.</b>

More Direct Award conditions on page 2.



# PRE-APPROVAL TO CONTRACT – DIRECT AWARD

## PART 2 – RATIONALE FOR DIRECT AWARD CONTRACT (Continued)

CONDITION (See <u>Direct Rewards</u> , CPPM 6.3.3.a)	JUSTIFICATION / EXPLANATION (Provide supporting documentation identifying rationale and evidence for the Direct Award condition used)
<input type="checkbox"/> <b>Maintain security, order or protect life or health</b> A competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.	<p><i>Explain why the competitive process would cause this interference.</i>  <i>Delete these instructions before completing this form.</i></p>
<input checked="" type="checkbox"/> <b>Confidential</b> 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.	The contractor was the Chief of Staff to the Mayor of Vancouver between 2008 and 2016. He has expertise in municipal policy issues, strategic planning, facilitation and public policy development. Currently he leads a company that specializes in environmental land use planning and stakeholder engagement. The contractor is providing strategic advice to the Premier's office, and as such his advice must remain confidential.

## PART 3 – DESCRIPTION OF SERVICES / PURPOSE REQUIRED

ATTACH RELEVANT BACKGROUND MATERIAL IF NECESSARY

- Describe the services and provide an explanation of why these services are needed and how this request aligns with the Ministry's Service Plan.

Convergence Communications is engaged to provide strategic advice and facilitation services to the Office of the Premier based on their expert knowledge in environmental land use and nearly a decade of working in the Vancouver Mayor's office as Chief of Staff.

- Why could staff resources not fill the need?

The contractor has specialized knowledge due to his previous role as COS to the Mayor of Vancouver and as the President of a business that specializes in environmental land use and engagement.

- What are the implications, both financial and non-financial, if this contract were not to be approved?

The Premier and Chief of Staff, Matt Smith and PO staff are relying on the contractor to share his specialized knowledge and skills to assist them in their portfolio running the province.

- Has your program used these services in the past? If yes, who was the vendor and was the opportunity competitively bid or direct awarded? Provide the most recent date and contract value.

Yes, during transition 2022. This same vendor was used to advise the incoming Premier. The contract was a direct award. Contract value was \$38,600.

- Will this purchase obligate government to this vendor for future purchases (e.g., maintenance, licensing or continuing need)? If yes, provide details.

No.

- If over \$100,000 a Cost Benefit Justification (CBJ) is mandatory before approval will be given.

☐ Yes – CBJ attached

☒ No – not applicable





PRE-APPROVAL TO  
CONTRACT – DIRECT  
AWARD

PART 3 – DESCRIPTION OF SERVICES / PURPOSE REQUIRED (Continued)

FOR IM/IT AGREEMENTS

7. Prior to renewing or extending long term contracts, there is an expectation for ministries to complete an evaluation of the current environment and products being used to assess efficacy.

Today, technology changes significantly and rapidly. An evolving IT environment demands that current approaches be periodically reviewed and evaluated to ensure that the Ministry/program area takes advantage of the advanced technology available to achieve the best value for money.

When was the last time the program area reviewed and evaluated its long-term and ongoing licensing agreements?

8. All solicitations, including direct awards, for IM/IT projects valued between \$100,000 and \$500,000 must be reviewed by Procurement Services Branch, Shared Services BC (SSBC) prior to proceeding with the acquisition. (CPPM 6.3.5 a(9))

Has this been undertaken?

- ☐ Yes  
☐ No – explain why  
☒ Not applicable

9. All IM/IT projects valued over \$500,000 and all procurements utilizing the Joint Solutions Procurement (JSP) acquisition method, must be planned in conjunction with Procurement Services Branch, SSBC and the procurement process managed by Procurement Services Branch, SSBC. (CPPM 6.3.5 a(9))

Has this been undertaken?

- ☐ Yes  
☐ No – explain why  
☒ Not applicable

PART 4 – PRE-APPROVALS

CONTRACT MANAGER NAME		DATE (YYYY/MM/DD)		PROGRAM ADM NAME *		DATE (YYYY/MM/DD)	
Elizabeth Parkinson		2023/03/31		Don Bain		2023/03/31	
CONTRACT MANAGER SIGNATURE				PROGRAM ADM SIGNATURE			
MINISTRY CIO NAME		DATE (YYYY/MM/DD)		EFO NAME **		DATE (YYYY/MM/DD)	
MINISTRY CIO SIGNATURE				EFO SIGNATURE			
PROCUREMENT SPECIALIST NAME				DATE (YYYY/MM/DD)			
PROCUREMENT SPECIALIST SIGNATURE							

\* Program ADM sign-off is the expense authority.

\*\* EFO sign-off is required if the contract is \$25,000 or more (coordinated and vetted through the designated Procurement Specialist).

## SERVICE CONTRACT CHECKLIST

Page 2

**AGREEMENT ON INTERNAL TRADE (AIT) / BRITISH COLUMBIA - ALBERTA TRADE, INVESTMENT & LABOUR MOBILITY AGREEMENT (TILMA)**  
Complete Part 3 for new contracts only. Do not complete for renewals/amendments. Select only one box.

PART 3

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Purchase Subject to AIT/TILMA (100)</b><br>The purchase is for services over \$75K and is not excluded or exempted under any other provision of the AIT/TILMA or other category below.  | <input type="checkbox"/> <b>Excluded - Product Compatibility/Exclusive Rights (600)</b><br>A purchase which must ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative. |
| <input checked="" type="checkbox"/> <b>Purchase Not Subject to AIT/TILMA (200)</b><br>The purchase is for services \$75K or less.   | <input type="checkbox"/> <b>Excluded - Procurement of Prototype (700)</b><br>The procurement of a prototype or a first service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.   |
| <input type="checkbox"/> <b>Excluded - Exempted Commodity/Service (300)</b><br>The purchase is for services that are exempted from coverage of AIT/TILMA or to which the AIT/TILMA does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health & social services).   | <input type="checkbox"/> <b>Excluded - Regional/Economic Development (800)</b><br>A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT/TILMA for regional and economic development purposes.  |
| <input type="checkbox"/> <b>Excluded - Emergency (400)</b><br>A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.  |  |
| <input type="checkbox"/> <b>Excluded - Security, Order, etc. (500)</b><br>A purchase where compliance with the open tendering provisions set out in Ch. 5 of the AIT/TILMA would interfere with the Province's ability to maintain security or order or to protect human, animal, plant life or health. |  |

**POLICY COMPLIANCE - NEW CONTRACTS** - Complete for new contracts only. Do not complete for renewals/amendments.

PART 4

- |   | YES                                 | NO                       | N/A                                 |
|---|-------------------------------------|--------------------------|-------------------------------------|
| 1. Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5) | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. As per the AIT/TILMA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c)  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Executive Financial Officer (EFO) pre-approval is required for all Labour and Citizens' Services service contracts over \$25,000 that are being directly awarded. Has a briefing note been signed by the EFO for inclusion in the contract file?   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented for inclusion in the contract file? (CPPM 6.3.3.a)  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 5. If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11)                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 6. Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at <a href="http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf">http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf</a> .  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 7. If the General Services Agreement was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.d)  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Does Schedule A clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 9. Does Schedule A clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c)  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 10. If sub-contractors will be providing any of the services are they identified in Schedule C?   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached Schedule D (Insurance) & Schedule F (Additional Terms)?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 12. If Schedule D (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract <a href="http://www.fin.gov.bc.ca/plrmb/forms/coi/over.stm">http://www.fin.gov.bc.ca/plrmb/forms/coi/over.stm</a> ?   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            |
| 13. If the contractor will be involved with "personal information" as defined in the FOIPPA, have you completed and attached Schedule E (Privacy Protection - <a href="http://www.msar.gov.bc.ca/privacyaccess/PPS/minpps.doc">http://www.msar.gov.bc.ca/privacyaccess/PPS/minpps.doc</a> )? (CPPM 6.3.3.e.11)  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 14. Has the Information Package for Service Contractors been forwarded to the contractor?   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 15. Appendix 1 must be attached to all service contracts including travel expenses. Have you attached Appendix 1?   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |

**CONTRACT AMENDMENTS** - Complete Part 5 for contract amendments only.

Reason for amendment:

Previous Contract Total:

Amendment Amount:

New Contract Total:

0.00

PART 5

## POLICY COMPLIANCE

YES NO

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 1. Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)?<br><a href="http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc">http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc</a> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)?           | <input type="checkbox"/> | <input type="checkbox"/> |

PART 6

**APPROVALS** - Complete Part 6 for all contracts and amendments

Contract Mgr. Name: Elizabeth Parkinson

\*\*ADM Name: Don Bain, Deputy Chief of Staff

AP/PO Clerk

Signature &amp; Date

Signature &amp; Date

Initials &amp; Date

\*\* ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'.

## FORM USAGE AND ROUTING:

This form must be completed for all service contracts and amendments to service contracts involving an increase to the dollar value. It requires approval from the contract manager and the ADM (only in certain circumstances) before the contract/amendment is signed. After being signed by both parties, attach the original contract/amendment to the original Service Contract Checklist and forward to Accounts, Financial Services and Administration, Ministry of Finance.

## DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Convergence Communications Inc.

Req #: 1601

Contract #: C23PREM1601

Contract Type: ☒ New ☐ Multi-year ☐ Renewal ☐ Amendment

## Brief Description of Services:

The contractor is engaged to provide strategic advice and facilitation to the Office of the Premier.

Term: Feb. 22- August 21, 2023

Rate (per hour or day): \$6,400.00 per month

## CONTRACT CODING: (if more lines needed attach separate sheet)

## Complete for Capital Asset Contracts (STOB 2000):

## OFA STOBs:

Amount	Cl.	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)
38,400.00	004	36A10	36200	6101	3600000			
5,000.00	004	36A10	36200	6102	3600000			
43,400.00	CONTRACT TOTAL							

2175-Heavy Equipment  
2195-Operating Equipment  
2215-Office Furniture & Equip.  
2275-Mainframe HW & Servers  
2281-M/F HW & Servers WIP  
2295-PC Hardware  
2315-Mainframe Software  
2321-Mainframe Software WIP  
2335-Major Systems Software  
2355-PC Software  
2395-Tenant Improvements

## Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).  
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.  
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).

6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).

6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

## SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box:

## Open Process

- ☐ **Request for Proposal (RFP) (100) RFP # \_\_\_\_\_**  
Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ **Invitation to Quote (ITQ) (100) ITQ # \_\_\_\_\_**  
For priced based services only - you know exactly what you want done and are looking for the best price.
- ☐ **Other Open Competitive Process (100)**  
Identify process used: \_\_\_\_\_  
An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

## Direct Process:

- ☐ **Three Verbal or Written Bids (300)**  
Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors).
- ☐ **Direct Invitation to Selected Vendors (300)**  
A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.  
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

## Direct Award:

- ☐ **Public Sector Organization (200)**  
The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ **Sole Source (201)**  
The contract is negotiated and directly awarded without competitive process because the ministry can strictly prove that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ **Sole Source - Notice of Intent (205)**  
The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but cannot strictly prove that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. Note: It is recommended that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.
- ☐ **Security, Order, etc. (203)**  
The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.
- ☐ **Emergency (202)**  
The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☒ **Confidentiality (204)**  
The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
- ☐ **No Justification (206)**  
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 - 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.
- ☐ **Direct Award - Under \$25,000 (207)**  
A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

## Pre-qualification:

- ☐ **Selected Vendor From Pre-qualification List (400)**  
A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☐ **Purchase from a Corporate Supply Arrangement (500)**  
A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).
- ☐ **Competition Among Vendors on a Pre-qualification List (401)**  
A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.  
Check appropriate box to indicate which competitive process was used:  
☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids  
☐ Other (please identify): \_\_\_\_\_



# SERVICE CONTRACT CHECKLIST

Page 2

**AGREEMENT ON INTERNAL TRADE (AIT) / BRITISH COLUMBIA - ALBERTA TRADE, INVESTMENT & LABOUR MOBILITY AGREEMENT (TILMA)**  
Complete Part 3 for new contracts only. Do not complete for renewals/amendments. Select only one box.

P A R T 3	<input type="checkbox"/> <b>Purchase Subject to AIT/TILMA (100)</b> The purchase is for services over \$75K and is not excluded or exempted under any other provision of the AIT/TILMA or other category below.	<input type="checkbox"/> <b>Excluded - Product Compatibility/Exclusive Rights (600)</b> A purchase which must: ensure compatibility with existing products, recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
	<input checked="" type="checkbox"/> <b>Purchase Not Subject to AIT/TILMA (200)</b> The purchase is for services \$75K or less.	<input type="checkbox"/> <b>Excluded - Procurement of Prototype (700)</b> The procurement of a prototype or a first service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
	<input type="checkbox"/> <b>Excluded - Exempted Commodity/Service (300)</b> The purchase is for services that are exempted from coverage of AIT/TILMA or to which the AIT/TILMA does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health & social services).	<input type="checkbox"/> <b>Excluded - Regional/Economic Development (800)</b> A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT/TILMA for regional and economic development purposes.
	<input type="checkbox"/> <b>Excluded - Emergency (400)</b> A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.	
	<input type="checkbox"/> <b>Excluded - Security, Order, etc. (500)</b> A purchase where compliance with the open tendering provisions set out in Ch. 5 of the AIT/TILMA would interfere with the Province's ability to maintain security or order or to protect human, animal, plant life or health.	

**POLICY COMPLIANCE - NEW CONTRACTS** - Complete for new contracts only. Do not complete for renewals/amendments.

	YES	NO	N/A
1. Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. As per the AIT/TILMA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Executive Financial Officer (EFO) pre-approval is required for all Labour and Citizens' Services service contracts over \$25,000 that are being directly awarded. Has a briefing note been signed by the EFO for inclusion in the contract file?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented for inclusion in the contract file? (CPPM 6.3.3.a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at <a href="http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-066.pdf">http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-066.pdf</a> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If the General Services Agreement was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file (CPPM 6.3.3.d)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Does Schedule A clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does Schedule A clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. If sub-contractors will be providing any of the services are they identified in Schedule C?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached Schedule D (Insurance) & Schedule F (Additional Terms)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. If Schedule D (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract <a href="http://www.fin.gov.bc.ca/pt/rmb/forms/coi/over.slm">http://www.fin.gov.bc.ca/pt/rmb/forms/coi/over.slm</a> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. If the contractor will be involved with "personal information" as defined in the FOIPPA, have you completed and attached Schedule E (Privacy Protection - <a href="http://www.mser.gov.bc.ca/privacyaccess/PPS/minpps.doc">http://www.mser.gov.bc.ca/privacyaccess/PPS/minpps.doc</a> )? (CPPM 6.3.3.e.11)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Has the Information Package for Service Contractors been forwarded to the contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Appendix 1 must be attached to all service contracts including travel expenses. Have you attached Appendix 1?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CONTRACT AMENDMENTS** - Complete Part 5 for contract amendments only.



Reason for amendment:

Previous Contract Total: \_\_\_\_\_  
Amendment Amount: \_\_\_\_\_  
New Contract Total: \_\_\_\_\_ 0.00

## POLICY COMPLIANCE

	YES	NO
1. Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)? <a href="http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc">http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc</a>	<input type="checkbox"/>	<input type="checkbox"/>
2. The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)?	<input type="checkbox"/>	<input type="checkbox"/>

**APPROVALS** - Complete Part 6 for all contracts and amendments

P A R T 6	Contract Mgr. Name: Elizabeth Parkinson	**ADM Name: Don Bain, Deputy Chief of Staff	AP/PO Clerk
	 2023-03-31	 2023-03-31	
	Signature & Date	Signature & Date	Initials & Date

\*\* ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'.

**FORM USAGE AND ROUTING:**

This form must be completed for all service contracts and amendments to service contracts involving an increase to the dollar value. It requires approval from the contract manager and the ADM (only in certain circumstances) before the contract/amendment is signed. After being signed by both parties, attach the original contract/amendment to the original Service Contract Checklist and forward to Accounts, Financial Services and Administration, Ministry of Finance.

**DESCRIPTION OF CONTRACT** - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Convergence Communications Inc.

Req #: 1604

Contract #: C23PREM1604

Contract Type: ☒ New ☐ Multi-year ☐ Renewal ☐ Amendment

Brief Description of Services:

Term: August 22 - Dec. 22, 2023

Rate (per hour or day): Monthly \$6,400.00

The contractor is engaged to provide strategic advice and facilitation to the Office of the Premier.

**CONTRACT CODING:** (if more lines needed attach separate sheet)Complete for Capital Asset Contracts  
(STOB 2000):**OFA STOBs:**

2175-Heavy Equipment  
2195-Operating Equipment  
2215-Office Furniture & Equip.  
2275-Mainframe HW & Servers  
2281-M/F HW & Servers WIP  
2295-PC Hardware  
2315-Mainframe Software  
2321-Mainframe Software WIP  
2335-Major Systems Software  
2355-PC Software  
2395-Tenant Improvements

Amount	Cl.	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)
25,600.00	004	36A10	36200	6101	3600000			
5,000.00	004	36A10	36200	6102	3600000			
<b>30,600.00</b>	<b>CONTRACT TOTAL</b>							

**Commonly Used Contract STOBs:**

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).  
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.  
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).  
6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).  
6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

**SELECTION PROCESS** - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.**Open Process**

- ☐ **Request for Proposal (RFP) (100) RFP # \_\_\_\_\_**  
Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ **Invitation to Quote (ITQ) (100) ITQ # \_\_\_\_\_**  
For priced based services only - you know exactly what you want done and are looking for the best price.
- ☐ **Other Open Competitive Process (100)**  
**Identify process used: \_\_\_\_\_**  
An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

**Direct Process:**

- ☐ **Three Verbal or Written Bids (300)**  
Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors).
- ☐ **Direct Invitation to Selected Vendors (300)**  
A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.  
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

**Direct Award:**

- ☐ **Public Sector Organization (200)**  
The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ **Sole Source (201)**  
The contract is negotiated and directly awarded without competitive process because the ministry can **strictly prove** that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ **Sole Source - Notice of Intent (205)**  
The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but **cannot strictly prove** that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. Note: It is **recommended** that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.
- ☐ **Security, Order, etc. (203)**  
The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.

- ☐ **Emergency (202)**  
The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☒ **Confidentiality (204)**  
The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
- ☐ **No Justification (206)**  
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 - 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.
- ☐ **Direct Award - Under \$25,000 (207)**  
A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

**Pre-qualification:**

- ☐ **Selected Vendor From Pre-qualification List (400)**  
A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☐ **Purchase from a Corporate Supply Arrangement (500)**  
A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).

- ☐ **Competition Among Vendors on a Pre-qualification List (401)**  
A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.  
Check appropriate box to indicate which competitive process was used:
- ☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids  
☐ Other (please identify): \_\_\_\_\_

## SERVICE CONTRACT CHECKLIST

Page 2

**AGREEMENT ON INTERNAL TRADE (AIT) / BRITISH COLUMBIA - ALBERTA TRADE, INVESTMENT & LABOUR MOBILITY AGREEMENT (TILMA)**  
Complete Part 3 for new contracts only. Do not complete for renewals/amendments. Select only one box.

PART 3

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Purchase Subject to AIT/TILMA (100)</b><br>The purchase is for services over \$75K and is not excluded or exempted under any other provision of the AIT/TILMA or other category below.<br><input checked="" type="checkbox"/> <b>Purchase Not Subject to AIT/TILMA (200)</b><br>The purchase is for services \$75K or less.<br><input type="checkbox"/> <b>Excluded - Exempted Commodity/Service (300)</b><br>The purchase is for services that are exempted from coverage of AIT/TILMA or to which the AIT/TILMA does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health & social services).<br><input type="checkbox"/> <b>Excluded - Emergency (400)</b><br>A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.<br><input type="checkbox"/> <b>Excluded - Security, Order, etc. (500)</b><br>A purchase where compliance with the open tendering provisions set out in Ch. 5 of the AIT/TILMA would interfere with the Province's ability to maintain security or order or to protect human, animal, plant life or health. | <input type="checkbox"/> <b>Excluded - Product Compatibility/Exclusive Rights (600)</b><br>A purchase which must ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.<br><input type="checkbox"/> <b>Excluded - Procurement of Prototype (700)</b><br>The procurement of a prototype or a first service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.<br><input type="checkbox"/> <b>Excluded - Regional/Economic Development (800)</b><br>A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT/TILMA for regional and economic development purposes. |
|---|---|

**POLICY COMPLIANCE - NEW CONTRACTS** - Complete for new contracts only. Do not complete for renewals/amendments.

YES NO N/A

PART 4

- |  |  |                                     |                          |                                     |                          |                          |                                     |                          |                          |                                     |                                     |                          |                          |                                     |                          |                          |                                     |                          |                          |                          |                          |                                     |                                     |                          |                          |                          |                          |                          |                                     |                          |                          |                                     |                          |                          |                                     |                          |                          |                                     |                          |                          |                                     |                          |                          |
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| <ol style="list-style-type: none"> <li>Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5)</li> <li>As per the AIT/TILMA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c)</li> <li>Executive Financial Officer (EFO) pre-approval is required for all Labour and Citizens' Services service contracts over \$25,000 that are being directly awarded. Has a briefing note been signed by the EFO for inclusion in the contract file?</li> <li>If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented for inclusion in the contract file? (CPPM 6.3.3.a)</li> <li>If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11)</li> <li>Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at <a href="http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf">http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf</a>.</li> <li>If the General Services Agreement was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.d)</li> <li>Does <b>Schedule A</b> clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)</li> <li>Does <b>Schedule A</b> clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency &amp; format of reporting requirements)? (CPPM 6.3.6.c)</li> <li>If sub-contractors will be providing any of the services are they identified in <b>Schedule C</b>?</li> <li>If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached <b>Schedule D (Insurance)</b> &amp; <b>Schedule F (Additional Terms)</b>?</li> <li>If <b>Schedule D (Insurance)</b> is attached, is the insurance adequate to cover the risks associated with this contract <a href="http://www.fin.gov.bc.ca/pt/rmb/forms/coi-over.stm">http://www.fin.gov.bc.ca/pt/rmb/forms/coi-over.stm</a>?</li> <li>If the contractor will be involved with "personal information" as defined in the FOIPPA, have you completed and attached <b>Schedule E (Privacy Protection - http://www.mser.gov.bc.ca/privacyaccess/PPS/minpps.doc)</b>? (CPPM 6.3.3.e.11)</li> <li>Has the <b>Information Package for Service Contractors</b> been forwarded to the contractor?</li> <li><b>Appendix 1</b> must be attached to all service contracts including travel expenses. Have you attached Appendix 1?</li> </ol> | <table border="0"> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table> | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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**CONTRACT AMENDMENTS** - Complete Part 5 for contract amendments only.

Reason for amendment:

Previous Contract Total:

Amendment Amount:

New Contract Total:

0.00

PART 5

## POLICY COMPLIANCE

YES NO

- |  |   |                          |                          |                          |                          |                          |                          |
|--|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <ol style="list-style-type: none"> <li>Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)? <a href="http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc">http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc</a>.</li> <li>The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment?</li> <li>Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)?</li> </ol> | <table border="0"> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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| <input type="checkbox"/>   | <input type="checkbox"/>  |                          |                          |                          |                          |                          |                          |

PART 6

**APPROVALS** - Complete Part 6 for all contracts and amendments

Contract Mgr. Name: Elizabeth Parkinson

\*\*ADM Name: Don Bain, Deputy Chief of Staff

AP/PO Clerk

Signature &amp; Date

Signature &amp; Date

Initials &amp; Date

\*\* ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'.



**From:** Parkinson, Elizabeth PREM:EX(Elizabeth.Parkinson@gov.bc.ca)  
**To:** Payne, Spencer T FIN:EX (Spencer.Payne@gov.bc.ca)  
**To:** Van Meer-Mass, Kate PREM:EX (Kate.VanMeer-Mass@gov.bc.ca)  
**Subject:** NEW CONTRACT: Convergence Communications Aug-Dec. 2023  
**Sent:** 09/29/2023 19:16:55  
Convergence Communications Inc 2023 Aug-Dec.docx, Convergence Communications  
**Attachments:** Inc 2023 Aug-Dec.docx, DIRECT AWARD COnvergence Communications, Aug. 22 -  
Dec. 22, 2023.pdf

Hi Spencer,

I sent you the expired contract for Convergence earlier this morning with the heads up this was coming. We would like to create a new contract for Convergence beginning August 22<sup>nd</sup>, running to Dec. 22 (4 months) with exactly the same terms, fees of \$6,400 (\$25,600) and expenses of \$5,000, for a total contract maximum of \$30,600. I will get a new confidentiality agreement signed and forward to you. Attaching the partially completed GSA (Lori didn't like me to throw off the formatting), the DA and the Checklist. There is a bit of a rush to this. Hoping you are able to help expedite this for us.

Much thanks,

Elizabeth



**Elizabeth Parkinson (she/her)**  
Financial & Contracts Officer  
Office of the Premier  
Government of British Columbia  
501 Belleville St, Victoria, BC V8V 1X4  
Cel: 250-893-8461  
E-mail: [elizabeth.parkinson@gov.bc.ca](mailto:elizabeth.parkinson@gov.bc.ca)

*CONFIDENTIALITY NOTICE: The above message contains confidential information intended for a specified individual and purpose. The information is private and protected by law. Any copying or disclosure of this transmission by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please notify the sender immediately and delete this message and any attachments from your system. Thank you.*

s. 22



















































































































**From:** Van Meer-Mass, Kate PREM:EX(Kate.VanMeer-Mass@gov.bc.ca)  
**To:** Parkinson, Elizabeth PREM:EX (Elizabeth.Parkinson@gov.bc.ca)  
**Subject:** Re: Convergence Contract  
**Sent:** 09/29/2023 16:01:46

Yes please!

Get [Outlook for iOS](#)

---

**From:** Parkinson, Elizabeth PREM:EX <Elizabeth.Parkinson@gov.bc.ca>  
**Sent:** Friday, September 29, 2023 8:57:09 AM  
**To:** Van Meer-Mass, Kate PREM:EX <Kate.VanMeer-Mass@gov.bc.ca>  
**Subject:** RE: Convergence Contract

Sure Kate. Same terms correct and starting from August 21<sup>st</sup>?



**Elizabeth Parkinson (she/her)**  
Financial & Contracts Officer  
Office of the Premier  
Government of British Columbia  
501 Belleville St, Victoria, BC V8V 1X4  
Cel: 250-893-8461  
E-mail: [elizabeth.parkinson@gov.bc.ca](mailto:elizabeth.parkinson@gov.bc.ca)

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**From:** Van Meer-Mass, Kate PREM:EX <Kate.VanMeer-Mass@gov.bc.ca>  
**Sent:** Friday, September 29, 2023 7:10 AM  
**To:** Parkinson, Elizabeth PREM:EX <Elizabeth.Parkinson@gov.bc.ca>  
**Cc:** Tancon, Matthew FIN:EX <Matthew.Tancon@gov.bc.ca>; XT:Hawkes, Suzanne GCPE:IN <hawkes@convergecom.ca>; Mike Magee <magee@convergecom.ca>  
**Subject:** Convergence Contract

Morning Elizabeth,

Matt has asked that we extend/renew the convergence contract to December 31<sup>st</sup>, 2023. Can we get that drafted and sent over please?

Kate

**From:** Parkinson, Elizabeth PREM:EX(Elizabeth.Parkinson@gov.bc.ca)  
**To:** Van Meer-Mass, Kate PREM:EX (Kate.VanMeer-Mass@gov.bc.ca)  
**Subject:** FW: Convergence Communications Inc. Invoice No. INV-2264  
**Sent:** 09/22/2023 20:34:06  
**Attachments:** INV-2264.pdf, PO\_Victoria\_Expenses\_July\_31,\_2023-ER-00089.pdf

Hi Kate,

These expenses could be billed under the old contract as they are from July. Are you ok if I go ahead with that?



**Elizabeth Parkinson (she/her)**  
Financial & Contracts Officer  
Office of the Premier  
Government of British Columbia  
501 Belleville St, Victoria, BC V8V 1X4  
Cel: 250-893-8461  
E-mail: [elizabeth.parkinson@gov.bc.ca](mailto:elizabeth.parkinson@gov.bc.ca)

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**From:** Michael Magee <magee@convergecom.ca>  
**Sent:** Friday, September 22, 2023 12:48 PM  
**To:** Parkinson, Elizabeth PREM:EX <Elizabeth.Parkinson@gov.bc.ca>  
**Subject:** Convergence Communications Inc. Invoice No. INV-2264

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi Elizabeth,

Here is the invoice for our latest work together. Thanks so much for the opportunity to serve as part of the team of support. This invoice represents the last invoice under our current contract. I believe the intention is to renew this, but please let me know if any issues and what you may need going forward. I'm available anytime if you need to discuss anything.

Thanks again for all your efforts.

Please confirm receipt (our emails are occasionally getting caught in recipient spam folders), and feel free to give me a call or email for any clarification.

Best regards,

Mike Magee

**Convergence Communications Inc.**

#310-3381 Cambie Street  
Vancouver British Columbia V5Z 1T4  
Canada

---

**Invoice**

---

**Invoice# INV-2264**

Bill To
Province of British Columbia - Office of the Premier

Invoice Date	Terms	Due Date
September 21, 2023	Net 15	October 06, 2023

Item	Description	Qty	Rate	Amount
	Monthly fees for advisory services, facilitation of planning meetings and general support to Premier's office for period August 22, to September 21, 2023	1.00	6,400.00	6,400.00
Expenses	For Suzanne Hawkes July 31, 2023 expenses for PO facilitation and coaching support. Includes airfare, accommodation, ground transportation (see attached receipts and expense report)	1.00	499.78	499.78
Per Diem: BC Government	For Suzanne Hawkes, July 31, 2023 meetings: Group 2 per diem: Lunch only: \$25.00	1.00 1	25.00	25.00

Canada: Business Number: 866217599  
USA: Employer Identification Number: 98-1072291

Sub Total 6,924.78

GST (5%) 320.00

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**Total** \$7,244.78

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**Balance Due** **\$7,244.78**

---

**Terms & Conditions**

Payments Due Upon Receipt



# Expense Report

ER-00089

Amount to be Reimbursed  
**\$499.78**

## Convergence Communications Inc.

#310-3381 Cambie Street  
Vancouver British Columbia V5Z 1T4  
Canada

### July 2023 PO Office - Hawkes

Submitted By  
Suzanne Hawkes  
hawkes@convergecom.ca

Report Duration  
July 31, 2023 - July 31, 2023

#### EXPENSE SUMMARY

S.No	Expense Details	Category	Amount (CAD)
1.	<b>July 27, 2023</b> Merchant : Helijet  Payment Mode : Cash	<b>Airfare</b> Victoria - PO - Helijet to Victoria for meetings July 31	<b>\$228.99</b>
2.	<b>July 31, 2023</b> Merchant : Black Top & Checker Cabs  Payment Mode : Credit Card	<b>Ground transportation (taxi, Lyft etc)</b> Victoria-PO Office July 31, 2023 cab to helijet ; s. 22 less s. 22	<b>\$20.50</b>
3.	<b>July 31, 2023</b> Merchant : Yellow Cab of Victoria  Payment Mode : Credit Card	<b>Ground transportation (taxi, Lyft etc)</b> Victoria - PO meetings - Taxi to Helijet; s. 22 less s. 22 s.	<b>\$7.20</b>
4.	<b>July 31, 2023</b> Merchant : MACLURES CAB  Payment Mode : Credit Card	<b>Ground transportation (taxi, Lyft etc)</b> Victoria cab from Helijet, s. 22 less s. 22	<b>\$14.10</b>

5.	<b>July 31, 2023</b> Merchant : Helijet  Payment Mode : Credit Card	<b>Airfare</b> Victoria - PO - Victoria to Vancouver July 31, 2023	<b>\$228.99</b>
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REPORT SUMMARY BY CURRENCY

TOTAL	CAD
Total Expense Amount	499.78
Non Reimbursable Amount	(-) 0.00
Advance Amount Received	(-) 0.00
<b>Total Reimbursable Amount</b>	<b>\$499.78</b>

REPORT SUMMARY

Total Expense <b>\$499.78</b>	(-)	Non Reimbursable <b>\$0.00</b>	(-)	Advance Received <b>\$0.00</b>	(=)	Total Reimbursable <b>\$499.78</b>
----------------------------------	-----	-----------------------------------	-----	-----------------------------------	-----	---------------------------------------

Submitted By

Suzanne Hawkes

**From:** passengerservices@helijet.com <passengerservices@helijet.com>  
**Sent:** Thursday, July 27, 2023 4:04:26 PM  
**To:** Suzanne Hawkes <hawkes@convergecom.ca>  
**Subject:** Thank you for choosing to take off with Helijet!



Please review your reservation below.

If you have any questions or concerns regarding your reservation please call us at Helijet Reservations 1.800.665.4354.

We look forward to welcoming you aboard your flight soon!

*Did you know, in addition to our daily scheduled flights, [Helijet Charters](#) and our new partner [BLADE](#), can also assist you in coordinating your custom charter for business or pleasure?*

Customer Information	
Account	Customer # <span>s. 22</span>
	Name Suzanne Hawkes
	Company Convergence Strategies

Booking # <span>s. 22</span>	
Monday, July 31, 2023  707	Invoice <span>s. 22</span>
	SALE - Seat Sale \$229 \$218.09
	+ GST \$10.90
Departure: 10:15 Vancouver Harbour » <a href="#">Directions</a>	Billing \$218.09
	Taxes \$10.90
	Grand Total \$228.99
Arrival: 10:50 Victoria Harbour » <a href="#">Directions</a>	



Dropoff:  
Shuttle Requested

35 minutes

Confirmed

1 Passengers - SuperSale  
• Suzanne Hawkes, Female

[Add to Calendar](#)



---

FARE RULES:

Available for adult passengers aged 13-64 years & unaccompanied minors. Please call Helijet Reservations to book Seniors 65+, Children and Infants Under 13 years.

Helijet SALES fares are Refundable / Changeable / Upgradeable up to 5pm day prior to departure. Upgrade to higher fare may also be required if original fare not available.

After 5pm, travel is only changeable for an earlier same-day flight by contacting Helijet by phone or in-person at the terminal before your scheduled departure time.

Any same-day cancellations will result in a non-refundable cancellation fee equal to the value of the one-way travel.

Failure to check-in 20 minutes prior to departure will also result in the cancellation of any onward and/or return reservations (additional cancellation fees may apply)

SALE Fares do not qualify for combination with Kids Fly Free promotions.

ACCESSIBILITY:

As accessible seating is limited, passengers with limited mobility and/or special needs are asked to make their booking request with a Helijet Reservations Agent by phone at +1.800.665.4354 - online bookings made without also calling in advance of travel, may not be honoured on the desired flight.

\*\*\* HELIJET FARES INCLUDE \*\*\*

**BAGGAGE:**

Helijet Fares include 2 pieces of baggage per person totalling 50 lbs / 22.6 kgs, no cabin baggage is allowed. Excess baggage will be accepted on a space available basis only and may not accompany you on the same flight.

Check confirmation email or ask a Helijet agent for per piece size and weight restrictions.

**PARKING:**

Complimentary parking (maximum, 7 days) in designated spots when registering your license plate at check-in, ask a Helijet agent for details.

**SHUTTLE VAN:**

Complimentary drop-off shuttle service available, upon arrival, to downtown destinations. Ask a Helijet agent for route information.

**AMENITIES:**

Complimentary Wi-Fi, Nespresso coffee, teas, afternoon beer/wine service, light snacks including seasonal hot soup, fresh baked cookies & business work stations are available at our comfortable Helijet Passenger Lounges.

\*\*\*\*\*

**COVID-19 HEALTH & SAFETY PROTOCOLS:**

In accordance with current Transport Canada guidelines Helijet does not ask for proof of vaccination before boarding. COVID-19 Safety Protocols including not travelling when feeling ill, mandatory masks and health checks remain in place.

Please read your confirmation for more information on COVID-19 protocols.

**Booking #** s. 22**Monday, July 31, 2023****718****Departure:****17:00 Victoria Harbour****» [Directions](#)****Arrival:****17:35 Vancouver Harbour****» [Directions](#)****Dropoff:****Taxi Requested****35 minutes****Invoice** s. 22

SALE - Seat Sale \$229 \$218.09

+ GST \$10.90

Billing \$218.09

Taxes \$10.90

**Grand Total** **\$228.99**

## Confirmed

### 1 Passengers - SuperSale

• Suzanne Hawkes, Female

[Add to Calendar](#)



---

#### FARE RULES:

Available for adult passengers aged 13-64 years & unaccompanied minors. Please call Helijet Reservations to book Seniors 65+, Children and Infants Under 13 years.

Helijet SALES fares are Refundable / Changeable / Upgradeable up to 5pm day prior to departure. Upgrade to higher fare may also be required if original fare not available.

After 5pm, travel is only changeable for an earlier same-day flight by contacting Helijet by phone or in-person at the terminal before your scheduled departure time.

Any same-day cancellations will result in a non-refundable cancellation fee equal to the value of the one-way travel.

Failure to check-in 20 minutes prior to departure will also result in the cancellation of any onward and/or return reservations (additional cancellation fees may apply)

SALE Fares do not qualify for combination with Kids Fly Free promotions.

#### ACCESSIBILITY:

As accessible seating is limited, passengers with limited mobility and/or special needs are asked to make their booking request with a Helijet Reservations Agent by phone at +1.800.665.4354 - online bookings made without also calling in advance of travel, may not be honoured on the desired flight.

\*\*\*HELIJET FARES INCLUDE\*\*\*

#### BAGGAGE:

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\*\*\*\*\*

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Please read your confirmation for more information on COVID-19 protocols.

**THIS ITINERARY IS YOUR OFFICIAL TRAVEL DOCUMENT, PLEASE READ FULLY**

Carriage is subject to applicable tariffs, conditions of carriage and related regulations which are available at the Helijet International administration offices. Carriage here under is subject to the rules and limitations relating to the liability established by the Warsaw Convention.

If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights please contact a Helijet Agent, consult Helijet [Passenger Rights, Tariff & Travel Information](#) or visit [the Canadian Transportation Agency's](#) website.

GST#:

R102320165

**COVID-19 Information:**

For your ongoing safety and security, Helijet is pleased to meet or exceed any applicable federal, provincial or municipal public health regulations. Ask us or visit [helijet.com](#) for details of Helijet's enhanced Covid-19 procedures and protocols.

Please note the following COVID-19 protocols required of all passengers booked on Helijet scheduled flights in order to board a flight.

- If you are feeling unwell, you are asked to stay home and rebook your trip for another time when you are symptom-free.

- Transport Canada has lifted the mandatory mask requirement, but masks are strongly recommended, especially onboard your flight, to prevent the inadvertent spread of COVID-19 and other respiratory diseases.

**Passenger Rights & Travel Information:**

For detailed information regarding Helijet [Passenger Rights, Tariff & Travel Information](#) visit [helijet.com](#) or call Helijet Reservations 1.800.665.4354

**Aircraft:**



Scheduled flights are operated by Sikorsky S-76 helicopters, with capacity of up to 12 passengers plus two crew members.

**Accessibility :**

As accessible seating space onboard the aircraft is limited, to make your check-in and flight experience as pleasant as possible, persons with disabilities, passengers with limited mobility and/or special needs are required to make their seat request with a Helijet Reservations Agent by phone +1.800.665.4354 prior to booking. Bookings made online, or without prior request, may not be able to be honoured for a desired flight.

A mobility device, such as wheelchair, walker, cane or crutches, may be used by the passenger to approach the aircraft, but passengers must have the ability to embark/disembark the aircraft with minimal assistance. Helicopter boarding requires the ability to step, pull or be assisted up two steps, onto the aircraft to slide across the bench seating.

**Terminals:**

Helijet scheduled flights operate from four terminals; [Victoria Harbour Heliport](#), [Vancouver Harbour Heliport](#), [Vancouver International Airport - Richmond](#), [Nanaimo Harbor Heliport at Nanaimo Cruise Ship Welcome Centre](#). Please ensure you are aware of your flight departure/arrival locations;

**Parking:**

Free Parking (7 days maximum) is included with tickets purchased on Helijet Scheduled Flights. Space may be limited, please observe signage in designated parking areas. Note: some locations are secured after-hours, ask at check-in for information.

**Transportation upon arrival:**

Helijet is pleased to offer courtesy shuttle van drop off service within the downtown core in Victoria, Vancouver Harbour, and Nanaimo, ask the driver for drop off locations. Taxis, Ride Share & rental cars may also be available, please ask an agent.

**Passenger Check-in :**

Between Vancouver Harbour or Vancouver Airport and Victoria Harbour or Nanaimo Harbour; passengers must check-in for all flights at least 20 minutes prior to scheduled departure times. When flight boarding commences, seats may be forfeited. Failure to check-in may result in a no-show penalty & any onward/return flights may be cancelled.

While waiting to board the flight, passengers are welcome to enjoy the amenities available at Helijet terminals including; complimentary snacks & beverages, telephones, newspapers, televisions, business workstations & wi-fi access.

**Travel Identification :**

To conform to Transport Canada regulations, all passengers 18 years and older must present valid Government issued photo ID (Passport, Drivers License & Provincial ID Card) at check-in for all Helijet flights. Please visit [helijet.com/travel-information](http://helijet.com/travel-information) for information on identification for travellers under 18 years of age, and unaccompanied minors.

**Service Charges :** Service charges may apply for refund requests after travel, changes to form of payment after travel, changes to reservations (subject to individual fare rules) and for copies of receipts or invoices.

**Weather Conditions:.**

If, due to weather conditions the flight is unable to operate, Helijet will make every attempt to contact passengers as early as possible via phone numbers and/or email addresses provided.

**Animals on Helijet :**

For the comfort and well-being of passengers and their pets, Helijet does not accept the carriage of pets in the passenger cabin nor cargo hold. The hold is not pressurized or sound-proofed like the passenger cabin and is therefore very noisy and not climate controlled.

In addition, Helijet does not transport Pet Store animals of any variety, nor do we transport laboratory/medical animals.

Due to the configuration and space of the helicopters, Helijet also does not carry Special Assistance Animals of any kind.

If you have a Special Assistance Animal, a Helijet Reservations Agent will be happy to recommend alternative carriers.

**Baggage :**

Personal Baggage Allowances may vary depending on the route and aircraft type. We recommend confirming restrictions before packing for travel to ensure your check-in experience is as quick as possible.

For scheduled flights operated by Sikorsky S-76 aircraft baggage limit is 2 pieces per person totalling 50 lbs / 22.6 kgs, no cabin baggage is allowed. Excess baggage will be accepted on a space available basis only.

Find more baggage information at Helijet [Passenger Rights, Tariff & Travel Information](#) online.

**Restricted Articles :**

Due to Transport Canada regulations some items may be restricted from travel and/or considered *Dangerous Goods* due to their physical or chemical properties. Please check before packing to ensure all belongings will travel with you on your journey. Some of the items not permitted to be carried in the cabin are; firearms, sharp cutting objects, sporting equipment, restraining devices, power tools or some liquids, aerosols, and gels .

Visit Transport Canada's ["Prohibited Items List"](#) for further information.

**Baggage Liability :**

As noted in Rule 120 of the Helijet Local Domestic Tariff, the liability for the loss of and/or damage to any personal property, including baggage or goods is limited to an amount equal to the value of such luggage or goods which shall not exceed \$500(CAD) per passenger.

**Reservations:**

Reservations are required for all flights and may be booked online at [www.helijet.com](http://www.helijet.com) or by calling 1.800.665.4354 (within North America). *Please Note: **Accessibility**, above when booking persons with disabilities, passengers with limited mobility and/or special needs.*

Login to your account at [helijet.com](https://helijet.com)

Thank you again for choosing to fly with Helijet.

[passengerservices@helijet.com](mailto:passengerservices@helijet.com)

**BLACK TOP & CHECKER  
CABS**

UNIT 101, 1355 VERNON DR  
VANCOUVER, BC V6A 3V4

6046813201

<https://www.btccabs.ca>

Transaction 35504799

**Total**

**\$20.50**

s. 22

s. 22

CREDIT CARD SALE

VISA

s. 22

Retain this copy for statement  
validation

Station: BT123

31-Jul-2023 8:40:20AM

s. 22

| Method: CONTACTLESS

VISA XXXXXXXXXXXX

s. 22

Reference ID: 321200595299

Auth ID: 006127

MID: \*\*\*\*\*3884

AID: A0000000031010

AthNtwkNm: VISA

NO CARDHOLDER VERIFICATION

THANK YOU FOR YOUR BUSINESS



Yellow cab of victoria

119 CREASE AVE  
VICTORIA, BC V8Z 1S8  
2508843230

Cashier: GURMEL

Transaction 004042

Total

CA\$7.20

s. 22

CA s. 22

CREDIT CARD SALE

CA

VISA s. 22

Retain this copy for statement  
validation

31-Jul-2023 4:12:26p.m.

CA s. 22

Method: CONTACTLESS

VISA CREDIT

XXXXXXXXXXXX s. 22

Reference ID: 321200506081

Auth ID: 067801

MID: \*\*\*\*\*7760

AID: A0000000031010

AthNtwkNm: VISA

NO CARDHOLDER VERIFICATION

Online: https://clo

/ s. 22

n/p

----- TRANSACTION RECORD -----  
**MACLURE'S CAB 150B**  
1275 75TH AVE W  
VANCOUVER BC

**Purchase**

Jul 31, 2023 20:07:41

VISA

\*\*\*\*\* s. 22

Entry: Tap LMV (10)

Ref#: 003-0RYOZCTJXPKFGCG

Auth#: 022457 Response: 01-027

Order: M001690859258945

Username: 2

**Amount \$ 14.10**

s. 22

s. 22

**Total**

A0000000031010 VISA CREDIT  
TVR 0000000000

**Approved**  
Signature Not Required

Important Retain this copy for your  
record

**From:** passengerservices@helijet.com <passengerservices@helijet.com>  
**Sent:** Monday, July 31, 2023 4:18:49 PM  
**To:** Suzanne Hawkes <hawkes@convergecom.ca>  
**Subject:** Thank you for choosing to take off with Helijet!



Please review your reservation below.

If you have any questions or concerns regarding your reservation please call us at Helijet Reservations 1.800.665.4354.

We look forward to welcoming you aboard your flight soon!

*Did you know, in addition to our daily scheduled flights, [Helijet Charters](#) and our new partner [BLADE](#), can also assist you in coordinating your custom charter for business or pleasure?*

Customer Information	
Account	Customer # <span>s. 22</span>
	Name Suzanne Hawkes
	Company Convergence Strategies

Booking # <span>s. 22</span>	
Monday, July 31, 2023	Invoice # <span>s. 22</span>
718	SALE - Seat Sale \$229 \$218.09
	+ GST \$10.90
Departure:	
17:00 Victoria Harbour	Billing \$218.09
» <a href="#">Directions</a>	Taxes \$10.90
Arrival:	Grand Total \$228.99
17:35 Vancouver Harbour	
» <a href="#">Directions</a>	Visa \$228.99

**Dropoff:**  
**Shuttle Requested**

**35 minutes**

**Confirmed**

**1 Passengers - Summer**  
• Suzanne Hawkes, Female

[Add to Calendar](#)



Date / Time July 31, 2023 @ 3:51:22 PM

Summary \*\*\*\* \* s. 22

Expiration s. 22

Authorization 036661

**FARE RULES:**

Available for adult passengers aged 13-64 years & unaccompanied minors. Please call Helijet Reservations to book Seniors 65+, Children and Infants Under 13 years  
Helijet SUMMER fare is fully Changeable / Refundable up to 5pm the day prior to departure.

After 5pm all next-day travel is non-refundable and only changeable for same-day travel. Any cancellations will result in a non-refundable cancellation fee equal to the value of the one-way travel.

Failure to change or check-in at least 20 minutes prior to departure will also result in the cancellation of any onward and/or return reservations (additional cancellation fees may apply)

**ACCESSIBILITY:**

As accessible seating is limited, passengers with limited mobility and/or special needs are asked to make their booking request with a Helijet Reservations Agent by phone at +1.800.665.4354 - online bookings made without also calling in advance of travel, may not be honoured on the desired flight.

\*\*\* HELIJET FARES INCLUDE \*\*\*

**BAGGAGE:**

Helijet Fares include 2 pieces of baggage per person totalling 50 lbs / 22.6 kgs, no cabin baggage is allowed. Excess baggage will be accepted on a space available basis only and may not accompany you on the same flight.



Check confirmation email or ask a Helijet agent for per piece size and weight restrictions.

**PARKING:**

Complimentary parking (maximum, 7 days) in designated spots when registering your license plate at check-in, ask a Helijet agent for details.

**SHUTTLE VAN:**

Complimentary drop-off shuttle service available, upon arrival, to downtown destinations. Ask a Helijet agent for route information.

**AMENITIES:**

Complimentary Wi-Fi, Nespresso coffee, teas, afternoon beer/wine service, light snacks including seasonal hot soup, fresh baked cookies & business work stations are available at our comfortable Helijet Passenger Lounges.

\*\*\*\*\*

**COVID-19 HEALTH & SAFETY PROTOCOLS:**

If you are feeling unwell, you are asked to stay home and rebook your trip for another time when you are symptom-free.

As of October 1, 2022, Transport Canada has lifted the mandatory mask requirement, but masks are strongly recommended, especially onboard your flight, to prevent the inadvertent spread of COVID-19 and other respiratory diseases.

Please read your confirmation for more information on COVID-19 protocols.

**THIS ITINERARY IS YOUR OFFICIAL TRAVEL DOCUMENT, PLEASE READ FULLY**

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If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights please contact a Helijet Agent, consult Helijet [Passenger Rights, Tariff & Travel Information](#) or visit [the Canadian Transportation Agency's](#) website.

GST#:

R102320165

**COVID-19 Information:**

For your ongoing safety and security, Helijet is pleased to meet or exceed any applicable federal, provincial or municipal public health regulations. Ask us or visit [helijet.com](#) for details of Helijet's enhanced Covid-19 procedures and protocols.

Please note the following COVID-19 protocols required of all passengers booked on Helijet scheduled flights in order to board a flight.

- If you are feeling unwell, you are asked to stay home and rebook your trip for another time when you are symptom-free.
- Transport Canada has lifted the mandatory mask requirement, but masks are strongly recommended,

especially onboard your flight, to prevent the inadvertent spread of COVID-19 and other respiratory diseases.

**Passenger Rights & Travel Information:**

For detailed information regarding Helijet [Passenger Rights, Tariff & Travel Information](#) visit [helijet.com](https://helijet.com) or call Helijet Reservations 1.800.665.4354

**Aircraft:**

Scheduled flights are operated by Sikorsky S-76 helicopters, with capacity of up to 12 passengers plus two crew members.

**Accessibility :**

As accessible seating space onboard the aircraft is limited, to make your check-in and flight experience as pleasant as possible, persons with disabilities, passengers with limited mobility and/or special needs are required to make their seat request with a Helijet Reservations Agent by phone +1.800.665.4354 prior to booking. Bookings made online, or without prior request, may not be able to be honoured for a desired flight.

A mobility device, such as wheelchair, walker, cane or crutches, may be used by the passenger to approach the aircraft, but passengers must have the ability to embark/disembark the aircraft with minimal assistance. Helicopter boarding requires the ability to step, pull or be assisted up two steps, onto the aircraft to slide across the bench seating.

**Terminals:**

Helijet scheduled flights operate from four terminals; [Victoria Harbour Heliport](#), [Vancouver Harbour Heliport](#), [Vancouver International Airport - Richmond](#), [Nanaimo Harbor Heliport at Nanaimo Cruise Ship Welcome Centre](#). Please ensure you are aware of your flight departure/arrival locations;

**Parking:**

Free Parking (7 days maximum) is included with tickets purchased on Helijet Scheduled Flights. Space may be limited, please observe signage in designated parking areas. Note: some locations are secured after-hours, ask at check-in for information.

**Transportation upon arrival:**

Helijet is pleased to offer courtesy shuttle van drop off service within the downtown core in Victoria, Vancouver Harbour, and Nanaimo, ask the driver for drop off locations. Taxis, Ride Share & rental cars may also be available, please ask an agent.

**Passenger Check-in :**

Between Vancouver Harbour or Vancouver Airport and Victoria Harbour or Nanaimo Harbour; passengers must check-in for all flights at least 20 minutes prior to scheduled departure times. When flight boarding commences, seats may be forfeited. Failure to check-in may result in a no-show penalty & any onward/return flights may be cancelled.

While waiting to board the flight, passengers are welcome to enjoy the amenities available at Helijet terminals including; complimentary snacks & beverages, telephones, newspapers, televisions, business workstations & wi-fi access.

**Travel Identification :**

To conform to Transport Canada regulations, all passengers 18 years and older must present valid Government issued photo ID (Passport, Drivers License & Provincial ID Card) at check-in for all Helijet

flights. Please visit [helijet.com/travel-information](http://helijet.com/travel-information) for information on identification for travellers under 18 years of age, and unaccompanied minors.

**Service Charges :** Service charges may apply for refund requests after travel, changes to form of payment after travel, changes to reservations (subject to individual fare rules) and for copies of receipts or invoices.

**Weather Conditions:.**

If, due to weather conditions the flight is unable to operate, Helijet will make every attempt to contact passengers as early as possible via phone numbers and/or email addresses provided.

**Animals on Helijet :**

For the comfort and well-being of passengers and their pets, Helijet does not accept the carriage of pets in the passenger cabin nor cargo hold. The hold is not pressurized or sound-proofed like the passenger cabin and is therefore very noisy and not climate controlled.

In addition, Helijet does not transport Pet Store animals of any variety, nor do we transport laboratory/medical animals.

Due to the configuration and space of the helicopters, Helijet also does not carry Special Assistance Animals of any kind.

If you have a Special Assistance Animal, a Helijet Reservations Agent will be happy to recommend alternative carriers.

**Baggage :**

Personal Baggage Allowances may vary depending on the route and aircraft type. We recommend confirming restrictions before packing for travel to ensure your check-in experience is as quick as possible.

For scheduled flights operated by Sikorsky S-76 aircraft baggage limit is 2 pieces per person totalling 50 lbs / 22.6 kgs, no cabin baggage is allowed. Excess baggage will be accepted on a space available basis only.

Find more baggage information at Helijet [Passenger Rights, Tariff & Travel Information](#) online.

**Restricted Articles :**

Due to Transport Canada regulations some items may be restricted from travel and/or considered *Dangerous Goods* due to their physical or chemical properties. Please check before packing to ensure all belongings will travel with you on your journey. Some of the items not permitted to be carried in the cabin are; firearms, sharp cutting objects, sporting equipment, restraining devices, power tools or some liquids, aerosols, and gels .

Visit Transport Canada's ["Prohibited Items List"](#) for further information.

**Baggage Liability :**

As noted in Rule 120 of the Helijet Local Domestic Tariff, the liability for the loss of and/or damage to any personal property, including baggage or goods is limited to an amount equal to the value of such luggage or goods which shall not exceed \$500(CAD) per passenger.

**Reservations:**

Reservations are required for all flights and may be booked online at [www.helijet.com](http://www.helijet.com) or by calling

1.800.665.4354 (within North America). *Please Note: **Accessibility**, above when booking persons with disabilities, passengers with limited mobility and/or special needs.*

Login to your account at [helijet.com](https://helijet.com)

Thank you again for choosing to fly with Helijet.

[passengerservices@helijet.com](mailto:passengerservices@helijet.com)



**From:** Parkinson, Elizabeth PREM:EX(Elizabeth.Parkinson@gov.bc.ca)  
**To:** Zhu, Jackie FIN:EX (Jackie.Zhu@gov.bc.ca); Van Meer-Mass, Kate PREM:EX (Kate.VanMeer-Mass@gov.bc.ca)  
**To:** Tancon, Matthew FIN:EX (Matthew.Tancon@gov.bc.ca)  
**Subject:** PO Contracts-correction  
**Sent:** 05/29/2023 16:39:01  
**Attachments:** PO Contracts 2023- Current.xlsx



**Elizabeth Parkinson (she/her)**  
Financial & Contracts Officer  
Office of the Premier  
Government of British Columbia  
501 Belleville St, Victoria, BC V8V 1X4  
Cel: 250-893-8461  
E-mail: [elizabeth.parkinson@gov.bc.ca](mailto:elizabeth.parkinson@gov.bc.ca)

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**PO Current contracts:**

[illegible]

**From:** Van Meer-Mass, Kate PREM:EX(Kate.VanMeer-Mass@gov.bc.ca)  
**To:** Parkinson, Elizabeth PREM:EX (Elizabeth.Parkinson@gov.bc.ca)  
**Subject:** RE: Convergence Communications Inc. Invoice No. INV-2264  
**Sent:** 09/22/2023 20:47:17

Please go ahead!

---

**From:** Parkinson, Elizabeth PREM:EX <Elizabeth.Parkinson@gov.bc.ca>  
**Sent:** Friday, September 22, 2023 1:34 PM  
**To:** Van Meer-Mass, Kate PREM:EX <Kate.VanMeer-Mass@gov.bc.ca>  
**Subject:** FW: Convergence Communications Inc. Invoice No. INV-2264

Hi Kate,

These expenses could be billed under the old contract as they are from July. Are you ok if I go ahead with that?



**Elizabeth Parkinson (she/her)**  
Financial & Contracts Officer  
Office of the Premier  
Government of British Columbia  
501 Belleville St, Victoria, BC V8V 1X4  
Cel: 250-893-8461  
E-mail: [elizabeth.parkinson@gov.bc.ca](mailto:elizabeth.parkinson@gov.bc.ca)

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**From:** Michael Magee <[magee@convergecom.ca](mailto:magee@convergecom.ca)>  
**Sent:** Friday, September 22, 2023 12:48 PM  
**To:** Parkinson, Elizabeth PREM:EX <[Elizabeth.Parkinson@gov.bc.ca](mailto:Elizabeth.Parkinson@gov.bc.ca)>  
**Subject:** Convergence Communications Inc. Invoice No. INV-2264

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi Elizabeth,

Here is the invoice for our latest work together. Thanks so much for the opportunity to serve as part of the team of support. This invoice represents the last invoice under our current contract. I believe the intention is to renew this, but please let me know if any issues and what you may need going forward. I'm available anytime if you need to discuss anything.

Thanks again for all your efforts.

Please confirm receipt (our emails are occasionally getting caught in recipient spam folders), and feel free to give me a call or email for any clarification.

Best regards,

Mike Magee

**From:** Parkinson, Elizabeth PREM:EX(Elizabeth.Parkinson@gov.bc.ca)  
**To:** Van Meer-Mass, Kate PREM:EX (Kate.VanMeer-Mass@gov.bc.ca)  
**Subject:** RE: Budget Information for Chief of Staff  
**Sent:** 05/23/2023 16:44:40

Hi Kate,

The Convergence contract is worth \$43,400 in total, with \$5,000 in expenses included. They bill a flat rate of \$6,400 per month. They have billed March and April and I am expecting May this week.

Thanks,



**Elizabeth Parkinson (she/her)**  
Financial & Contracts Officer  
Office of the Premier  
Government of British Columbia  
501 Belleville St, Victoria, BC V8V 1X4  
Cel: 250-893-8461  
E-mail: [elizabeth.parkinson@gov.bc.ca](mailto:elizabeth.parkinson@gov.bc.ca)

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**From:** Van Meer-Mass, Kate PREM:EX <Kate.VanMeer-Mass@gov.bc.ca>  
**Sent:** Tuesday, May 23, 2023 8:44 AM  
**To:** Zhu, Jackie FIN:EX <Jackie.Zhu@gov.bc.ca>; Parkinson, Elizabeth PREM:EX <Elizabeth.Parkinson@gov.bc.ca>; Tancon, Matthew FIN:EX <Matthew.Tancon@gov.bc.ca>  
**Subject:** Budget Information for Chief of Staff

Morning all,

I'm hoping to get Matt Smith the following information/update by end of day today.

1. .Updated PO budget actuals to projections for year to date? Jackie, is the one attached the most up to date?
2. .How much we have spent of the \$100,000 for professional services in this fiscal year. Also I would like to how much Convergence has used of the money we had planned for them (I think \$30k).

Thank you all!

Kate

**From:** Zhu, Jackie FIN:EX(Jackie.Zhu@gov.bc.ca)  
**To:** Van Meer-Mass, Kate PREM:EX (Kate.VanMeer-Mass@gov.bc.ca)  
**Subject:** RE: Convergence Communications Billing  
**Sent:** 03/23/2023 18:08:54

Hi Kate,

I am currently working on a revised forecast that will be sent to you today. Given that the original contract was meant for the transition period, it may be challenging to allocate the remaining funds towards the new contract. Once the updated forecast is completed, we can discuss potential funding options.

Thanks,

Jackie

---

**From:** Van Meer-Mass, Kate PREM:EX <Kate.VanMeer-Mass@gov.bc.ca>  
**Sent:** Thursday, March 23, 2023 10:59 AM  
**To:** Zhu, Jackie FIN:EX <Jackie.Zhu@gov.bc.ca>; Parkinson, Elizabeth PREM:EX <Elizabeth.Parkinson@gov.bc.ca>  
**Subject:** RE: Convergence Communications Billing

Hi Elizabeth,

Following up to see if this is possible, thanks!

---

**From:** Van Meer-Mass, Kate PREM:EX <[Kate.VanMeer-Mass@gov.bc.ca](mailto:Kate.VanMeer-Mass@gov.bc.ca)>  
**Sent:** March 21, 2023 3:52 PM  
**To:** Zhu, Jackie FIN:EX <[Jackie.Zhu@gov.bc.ca](mailto:Jackie.Zhu@gov.bc.ca)>; Parkinson, Elizabeth PREM:EX <[Elizabeth.Parkinson@gov.bc.ca](mailto:Elizabeth.Parkinson@gov.bc.ca)>  
**Subject:** Re: Convergence Communications Billing

Thanks Jackie. Elizabeth, is there a way we can amend this contract?

Get [Outlook for iOS](#)

---

**From:** Zhu, Jackie FIN:EX <[Jackie.Zhu@gov.bc.ca](mailto:Jackie.Zhu@gov.bc.ca)>  
**Sent:** Tuesday, March 21, 2023 3:50:02 PM  
**To:** Van Meer-Mass, Kate PREM:EX <[Kate.VanMeer-Mass@gov.bc.ca](mailto:Kate.VanMeer-Mass@gov.bc.ca)>  
**Subject:** RE: Convergence Communications Billing

Hi Kate, whether a single contract can cover two service scopes depends on the specific terms of the contract. However, there may be options to utilize the remaining amount, such as amending the existing contract to include the new service.

---

**From:** Van Meer-Mass, Kate PREM:EX <[Kate.VanMeer-Mass@gov.bc.ca](mailto:Kate.VanMeer-Mass@gov.bc.ca)>  
**Sent:** Tuesday, March 21, 2023 3:26 PM  
**To:** Zhu, Jackie FIN:EX <[Jackie.Zhu@gov.bc.ca](mailto:Jackie.Zhu@gov.bc.ca)>  
**Subject:** Fwd: Convergence Communications Billing

Hi Jackie,

Is this correct that we cannot use the remaining convergence funds as Elizabeth indicates?

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**From:** Parkinson, Elizabeth PREM:EX <[Elizabeth.Parkinson@gov.bc.ca](mailto:Elizabeth.Parkinson@gov.bc.ca)>  
**Sent:** Tuesday, March 21, 2023 1:48:40 PM  
**To:** Van Meer-Mass, Kate PREM:EX <[Kate.VanMeer-Mass@gov.bc.ca](mailto:Kate.VanMeer-Mass@gov.bc.ca)>  
**Cc:** Sali, Meghan PREM:EX <[Meghan.Sali@gov.bc.ca](mailto:Meghan.Sali@gov.bc.ca)>  
**Subject:** RE: Convergence Communications Billing

Hi Kate,

Convergence had a transition contract for \$38,000 and expenses which they only billed \$25,900 plus tax. We cannot use those funds. Convergence has a new contract for \$30,000 plus \$5,000 expenses which they haven't billed anything for yet. I am just waiting on a new signed Confidentiality Agreement to set this up.

Thanks,

Elizabeth

---

**From:** Van Meer-Mass, Kate PREM:EX <[Kate.VanMeer-Mass@gov.bc.ca](mailto:Kate.VanMeer-Mass@gov.bc.ca)>  
**Sent:** Tuesday, March 21, 2023 1:37 PM  
**To:** Parkinson, Elizabeth PREM:EX <[Elizabeth.Parkinson@gov.bc.ca](mailto:Elizabeth.Parkinson@gov.bc.ca)>  
**Subject:** Convergence Communications Billing

Hi Elizabeth,

I'm trying to figure out if there are any outstanding invoices that have yet to be processed for Convergence Communications. We have 38,600 in the budget but have only used 25,900. If there are no outstanding items Matt would like to use the remaining of that contract money before year end. Can you advise?

Kate



**From:** Allen, Jackie PREM:EX(Jackie.Allen@gov.bc.ca)  
**To:** Cheston, Lisa PREM:EX (Lisa.Cheston@gov.bc.ca)  
**Subject:** Checklist with signature  
**Sent:** 03/28/2023 21:18:23  
**Attachments:** CHECKLIST (Exec Coach CS-001106) (PREM-JPrince) March 6 - July 1 2023 - JA signature.pdf

Jackie Allen  
Director, Executive Operations  
Office of the Deputy Minister to the Premier  
Desk: 250.952.0527  
Cell: 250.893.7467

## FORM USAGE AND ROUTING:

This form must be completed for all service contracts and amendments to service contracts involving an increase to the dollar value. It requires approval from the contract manager and the ADM (only in certain circumstances) before the contract/amendment is signed. After being signed by both parties, attach the original contract/amendment to the original Service Contract Checklist and forward to Accounts, Financial Services and Administration, Ministry of Finance.

## DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Berlin, Eaton &amp; Assoc. Ltd.

Req #:

Contract #: CS-001106

Contract Type: ☒ New ☐ Multi-year ☐ Renewal ☐ Amendment

Brief Description of Services:

Executive Coaching approx. 9 one hour meetings with Executive Coach and the client, up to 13 hours.

Term: March 6, 2023 - July 1, 2023

Rate (per hour or day): \$285/hr.

CONTRACT CODING: (if more lines needed attach separate sheet)

Complete for Capital Asset Contracts  
(STOB 2000):

OFA STOBs:

Amount	Cl.	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)	
3,705.00	004	36B10	36205	6516	3600000				2175-Heavy Equipment
									2195-Operating Equipment
									2215-Office Furniture & Equip.
									2275-Mainframe HW & Servers
									2281-M/F HW & Servers WIP
									2295-PC Hardware
									2315-Mainframe Software
									2321-Mainframe Software WIP
									2335-Major Systems Software
									2355-PC Software
									2395-Tenant Improvements
3,705.00	CONTRACT TOTAL								

## Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).

6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.

6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).

6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).

6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

## SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.

## Open Process

- ☐ **Request for Proposal (RFP) (100) RFP # \_\_\_\_\_**  
Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ **Invitation to Quote (ITQ) (100) ITQ # \_\_\_\_\_**  
For priced based services only - you know exactly what you want done and are looking for the best price.
- ☐ **Other Open Competitive Process (100)**  
**Identify process used: \_\_\_\_\_**  
An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

## Direct Process:

- ☐ **Three Verbal or Written Bids (300)**  
Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors).
- ☐ **Direct Invitation to Selected Vendors (300)**  
A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.  
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

## Direct Award:

- ☐ **Public Sector Organization (200)**  
The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ **Sole Source (201)**  
The contract is negotiated and directly awarded without competitive process because the ministry can **strictly prove** that only one contractor is qualified. A NOI is not required. **Note:** Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ **Sole Source - Notice of Intent (205)**  
The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but **cannot strictly prove** that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. **Note:** It is **recommended** that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.
- ☐ **Security, Order, etc. (203)**  
The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.

- ☐ **Emergency (202)**  
The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☐ **Confidentiality (204)**  
The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
- ☐ **No Justification (206)**  
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 - 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.
- ☐ **Direct Award - Under \$25,000 (207)**  
A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

## Pre-qualification:

- ☐ **Selected Vendor From Pre-qualification List (400)**  
A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☒ **Purchase from a Corporate Supply Arrangement (500)**  
A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).

- ☐ **Competition Among Vendors on a Pre-qualification List (401)**  
A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.  
Check appropriate box to indicate which competitive process was used:
- ☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids
- ☐ Other (please identify): \_\_\_\_\_



**AGREEMENT ON INTERNAL TRADE (AIT) / BRITISH COLUMBIA - ALBERTA TRADE, INVESTMENT & LABOUR MOBILITY AGREEMENT (TILMA)**  
 Complete Part 3 for **new** contracts only. Do **not complete** for renewals/amendments. Select only **one** box.

 PART  
3

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Purchase Subject to AIT/TILMA (100)</b><br>The purchase is for services over \$75K and is not excluded or exempted under any other provision of the AIT/TILMA or other category below.  | <input type="checkbox"/> <b>Excluded - Product Compatibility/Exclusive Rights (600)</b><br>A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative. |
| <input checked="" type="checkbox"/> <b>Purchase Not Subject to AIT/TILMA (200)</b><br>The purchase is for services \$75K or less.   | <input type="checkbox"/> <b>Excluded - Procurement of Prototype (700)</b><br>The procurement of a prototype or a first service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.  |
| <input type="checkbox"/> <b>Excluded - Exempted Commodity/Service (300)</b><br>The purchase is for services that are exempted from coverage of AIT/TILMA or to which the AIT/TILMA does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health & social services).   | <input type="checkbox"/> <b>Excluded - Regional/Economic Development (800)</b><br>A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT/TILMA for regional and economic development purposes.   |
| <input type="checkbox"/> <b>Excluded - Emergency (400)</b><br>A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.  |   |
| <input type="checkbox"/> <b>Excluded - Security, Order, etc. (500)</b><br>A purchase where compliance with the open tendering provisions set out in Ch. 5 of the AIT/TILMA would interfere with the Province's ability to maintain security or order or to protect human, animal, plant life or health. |   |

**POLICY COMPLIANCE - NEW CONTRACTS** - Complete for **new** contracts only. Do **not complete** for renewals/amendments.

 PART  
4

- |   | YES                                 | NO                       | N/A                                 |
|---|-------------------------------------|--------------------------|-------------------------------------|
| 1. Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5) | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. As per the AIT/TILMA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c)  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Executive Financial Officer (EFO) pre-approval is required for all <b>Labour and Citizens' Services</b> service contracts over \$25,000 that are being directly awarded. Has a briefing note been signed by the EFO for inclusion in the contract file?  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented for inclusion in the contract file? (CPPM 6.3.3.a)  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11)                       | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at <a href="http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf">http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf</a> .  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| 7. If the General Services Agreement was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.d)  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Does <b>Schedule A</b> clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| 9. Does <b>Schedule A</b> clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c)   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| 10. If sub-contractors will be providing any of the services are they identified in <b>Schedule C</b> ?   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached <b>Schedule D</b> (Insurance) & <b>Schedule F</b> (Additional Terms)?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 12. If <b>Schedule D</b> (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract <a href="http://www.fin.gov.bc.ca/pt/rmb/forms/coiover.stm">http://www.fin.gov.bc.ca/pt/rmb/forms/coiover.stm</a> ?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 13. If the contractor will be involved with "personal information" as defined in the <i>FOIPPA</i> , have you completed and attached <b>Schedule E</b> (Privacy Protection - <a href="http://www.msar.gov.bc.ca/privacyaccess/PPS/minpps.doc">http://www.msar.gov.bc.ca/privacyaccess/PPS/minpps.doc</a> )? (CPPM 6.3.3.e.11)   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Has the <b>Information Package for Service Contractors</b> been forwarded to the contractor?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| 15. <b>Appendix 1</b> must be attached to all service contracts including travel expenses. Have you attached Appendix 1?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |

**CONTRACT AMENDMENTS** - Complete Part 5 for contract **amendments** only.

 PART  
5

Reason for amendment:	Previous Contract Total: _____ Amendment Amount: _____ <b>New Contract Total:</b> <u>0.00</u>
<b>POLICY COMPLIANCE</b>	
1. Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)? <a href="http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc">http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc</a> .	YES <input type="checkbox"/> NO <input type="checkbox"/>
2. The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)?	YES <input type="checkbox"/> NO <input type="checkbox"/>

 PART  
6

**APPROVALS** - Complete Part 6 for all contracts and amendments

Contract Mgr. Name: _____	**ADM Name: _____	AP/PO Clerk _____
Signature & Date _____	Signature & Date _____	Initials & Date _____
** ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'.		



**FORM USAGE AND ROUTING:**

This form must be completed for all service contracts and amendments to service contracts involving an increase to the dollar value. It requires approval from the contract manager and the ADM (only in certain circumstances) before the contract/amendment is signed. After being signed by both parties, attach the original contract/amendment to the original Service Contract Checklist and forward to Accounts, Financial Services and Administration, Ministry of Finance.

**DESCRIPTION OF CONTRACT** - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Convergence Communications Inc.

Req #: 1605

Contract #: C24PREM1605

Contract Type: ☒ New ☐ Multi-year ☐ Renewal ☐ Amendment

Brief Description of Services:

The Contractor is engaged to provide strategic advice and facilitation to the Office of the Premier.

Term: January 26 -July 26, 2024

Rate (per hour or day): \$6,400/month

**CONTRACT CODING:** (if more lines needed attach separate sheet)**Complete for Capital Asset Contracts (STOB 2000):****OFA STOBs:**

Amount	Cl.	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)	
38,400.00	004	36A10	36200	6101	3600000				2175-Heavy Equipment
5,000.00	004	36A10	36200	6102	3600000				2195-Operating Equipment
									2215-Office Furniture & Equip.
									2275-Mainframe HW & Servers
									2281-M/F HW & Servers WIP
									2295-PC Hardware
									2315-Mainframe Software
									2321-Mainframe Software WIP
									2335-Major Systems Software
									2355-PC Software
									2395-Tenant Improvements
<b>43,400.00</b>	<b>CONTRACT TOTAL</b>								

**Commonly Used Contract STOBs:****6001/02** - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).**6003/04** - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.**6020/21** - Education and Training - Fees/expenses for contracts that deliver training to government employees.**6101/02** - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).**6302** - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).**6309/10** - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.**SELECTION PROCESS** - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.**Open Process**

- ☐ **Request for Proposal (RFP) (100) RFP # \_\_\_\_\_**  
Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ **Invitation to Quote (ITQ) (100) ITQ # \_\_\_\_\_**  
For priced based services only - you know exactly what you want done and are looking for the best price.
- ☐ **Other Open Competitive Process (100)**  
**Identify process used:** \_\_\_\_\_  
An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

**Direct Process:**

- ☐ **Three Verbal or Written Bids (300)**  
Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors).
- ☐ **Direct Invitation to Selected Vendors (300)**  
A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.  
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

**Direct Award:**

- ☐ **Public Sector Organization (200)**  
The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ **Sole Source (201)**  
The contract is negotiated and directly awarded without competitive process because the ministry can **strictly prove** that only one contractor is qualified. A NOI is not required. **Note:** Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ **Sole Source - Notice of Intent (205)**  
The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but **cannot strictly prove** that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. **Note:** It is **recommended** that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.
- ☐ **Security, Order, etc. (203)**  
The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.

- ☐ **Emergency (202)**  
The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☒ **Confidentiality (204)**  
The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
- ☐ **No Justification (206)**  
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 – 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.
- ☐ **Direct Award - Under \$25,000 (207)**  
A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

**Pre-qualification:**

- ☐ **Selected Vendor From Pre-qualification List (400)**  
A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☐ **Purchase from a Corporate Supply Arrangement (500)**  
A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).

- ☐ **Competition Among Vendors on a Pre-qualification List (401)**  
A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.  
Check appropriate box to indicate which competitive process was used:
- ☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids
- ☐ Other (please identify): \_\_\_\_\_



## SERVICE CONTRACT CHECKLIST

Page 2

**AGREEMENT ON INTERNAL TRADE (AIT) / BRITISH COLUMBIA - ALBERTA TRADE, INVESTMENT & LABOUR MOBILITY AGREEMENT (TILMA)**Complete Part 3 for **new** contracts only. Do **not** complete for renewals/amendments. Select only **one** box.

P A R T 3	<input type="checkbox"/> <b>Purchase Subject to AIT/TILMA (100)</b> The purchase is for services over \$75K and is not excluded or exempted under any other provision of the AIT/TILMA or other category below.	<input type="checkbox"/> <b>Excluded - Product Compatibility/Exclusive Rights (600)</b> A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
	<input checked="" type="checkbox"/> <b>Purchase Not Subject to AIT/TILMA (200)</b> The purchase is for services \$75K or less.	<input type="checkbox"/> <b>Excluded - Procurement of Prototype (700)</b> The procurement of a prototype or a first service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
	<input type="checkbox"/> <b>Excluded - Exempted Commodity/Service (300)</b> The purchase is for services that are exempted from coverage of AIT/TILMA or to which the AIT/TILMA does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health & social services).	<input type="checkbox"/> <b>Excluded - Regional/Economic Development (800)</b> A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT/TILMA for regional and economic development purposes.
	<input type="checkbox"/> <b>Excluded - Emergency (400)</b> A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.	
	<input type="checkbox"/> <b>Excluded - Security, Order, etc. (500)</b> A purchase where compliance with the open tendering provisions set out in Ch. 5 of the AIT/TILMA would interfere with the Province's ability to maintain security or order or to protect human, animal, plant life or health.	

**POLICY COMPLIANCE - NEW CONTRACTS** - Complete for **new** contracts only. Do **not** complete for renewals/amendments.

YES NO N/A

P A R T 4	1. Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. As per the AIT/TILMA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Executive Financial Officer (EFO) pre-approval is required for all <b>Labour and Citizens' Services</b> service contracts over \$25,000 that are being directly awarded. Has a briefing note been signed by the EFO for inclusion in the contract file?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	4. If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented for inclusion in the contract file? (CPPM 6.3.3.a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5. If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at <a href="http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf">http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf</a> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	7. If the General Services Agreement was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.d)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	8. Does <b>Schedule A</b> clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	9. Does <b>Schedule A</b> clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	10. If sub-contractors will be providing any of the services are they identified in <b>Schedule C</b> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	11. If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached <b>Schedule D</b> (Insurance) & <b>Schedule F</b> (Additional Terms)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	12. If <b>Schedule D</b> (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract <a href="http://www.fin.gov.bc.ca/pt/rmb/forms/coiover.stm">http://www.fin.gov.bc.ca/pt/rmb/forms/coiover.stm</a> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	13. If the contractor will be involved with "personal information" as defined in the <i>FOIPPA</i> , have you completed and attached <b>Schedule E</b> (Privacy Protection - <a href="http://www.mser.gov.bc.ca/privacyaccess/PPS/minpps.doc">http://www.mser.gov.bc.ca/privacyaccess/PPS/minpps.doc</a> )? (CPPM 6.3.3.e.11)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	14. Has the <b>Information Package for Service Contractors</b> been forwarded to the contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	15. <b>Appendix 1</b> must be attached to all service contracts including travel expenses. Have you attached Appendix 1?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CONTRACT AMENDMENTS** - Complete Part 5 for contract **amendments** only.

Reason for amendment:

Previous Contract Total:

Amendment Amount:

New Contract Total:

0.00

**POLICY COMPLIANCE**

YES NO

P A R T 5	1. Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)? <a href="http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc">http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc</a> .	<input type="checkbox"/>	<input type="checkbox"/>
	2. The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment?	<input type="checkbox"/>	<input type="checkbox"/>
	3. Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)?	<input type="checkbox"/>	<input type="checkbox"/>

**APPROVALS** - Complete Part 6 for all contracts and amendments

Contract Mgr. Name: Elizabeth Parkinson

\*\*ADM Name: Don Bain, Deputy Chief of Staff

AP/PO Clerk

Signature &amp; Date 2024/01/24

Signature &amp; Date

2024/01/23

Initials &amp; Date

**\*\* ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'.**

# GENERAL SERVICE AGREEMENT



## For Administrative Purposes Only

<p>Ministry Contract No.: _____</p> <p>Requisition No.: _____</p> <p>Solicitation No.(if applicable): _____</p> <p>Commodity Code: _____</p> <p><b>Contractor Information</b></p> <p>Supplier Name: <u>Convergence Communications Inc.</u></p> <p>Supplier No.: <u>s. 22</u></p> <p>Telephone No.: <u>1-604-617-4624</u></p> <p>E-mail Address: <u>magee@convergencecom.ca</u></p> <p>Website: <u>convergencecom.ca</u></p>	<p><b>Financial Information</b></p> <p>Client: <u>004</u></p> <p>Responsibility Centre: <u>36A10</u></p> <p>Service Line: <u>36200</u></p> <p>STOB: <u>6101/6102</u></p> <p>Project: <u>3600000</u></p> <p><b>Template version: September 16, 2022</b></p> <p><b>Corporate Contract Template issued by</b></p> <p><b>OCG under TB Directive 1/23</b></p>
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**SCHEDULE A – SERVICES**

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
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**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable
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- Part 3 - Expenses
- Part 4 - Statements of Account
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THIS AGREEMENT is dated for reference the 22<sup>nd</sup> day of February, 2023.

BETWEEN:

Convergence Communications Inc. (the "Contractor") with the following specified address:

s. 22

Email: magee@convergencecom.ca

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Premier (the "Province") with the following specified address:

PO Box 9041, STN PROV GOV

Victoria, British Columbia

V8W 9E1

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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

### 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).

## 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.

### Insurance

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

### Workers compensation

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

#### Personal optional protection

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

#### Evidence of coverage

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

### 10 FORCE MAJEURE

#### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

#### Consequence of Event of Force Majeure

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

#### Duties of Affected Party

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

### 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:



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

#### Province's options on default

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

#### Delay not a waiver

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

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

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

#### Payment consequences of termination

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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

### 12 DISPUTE RESOLUTION

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; 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 determined by arbitration under the *Arbitration Act* and:
    - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
    - (ii) there will be a single arbitrator; and
    - (iii) British Columbia law is the applicable law.

#### Location of arbitration or mediation

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

#### Costs of mediation or arbitration

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

### 13 MISCELLANEOUS

#### Delivery of notices

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



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

#### Change of address or fax number

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

#### Assignment

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

#### Subcontracting

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

#### Waiver

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

#### Modifications

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

#### Entire agreement

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

#### Survival of certain provisions

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

### Schedules

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

### Independent contractor

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

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

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

### Personnel not to be employees of Province

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

### Key Personnel

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

### Pertinent information

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

### Conflict of interest

- 13.14 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.

#### Tax Verification

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

#### Governing law

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

### 14 INTERPRETATION

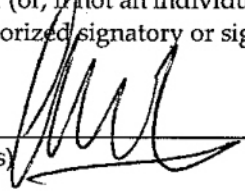
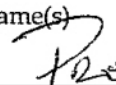
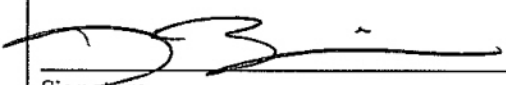
#### 14.1 In this Agreement:

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

### 15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>30</u> day of <u>March</u>, 2023 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>Signature(s) <u></u></p> <p>Print Name(s) <u></u></p> <p>Print Title(s) <u>President.</u></p>	<p>SIGNED on the <u>30</u> day of <u>March</u>, 2023 on behalf of the Province by its duly authorized representative:</p> <p>Signature <u></u></p> <p><u>Don Bain</u></p> <p>Print Name</p> <p><u>Deputy Chief of Staff</u></p> <p>Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. The term of this Agreement commences on February 22, 2023 and ends on August 21, 2023.

### PART 2. SERVICES:

Convergence Communications is engaged to provide strategic advice and facilitation services to the Office of the Premier.

### PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:
 

a. Appendix 1 – Ministry Invoice Payment Policy	ATTACHED
b. Appendix 2 – Sample Invoice	ATTACHED
c. Appendix 3 – Group II Rates – Expenses for Contractors	ATTACHED
d. Appendix 4 – Service Contractor Expense Claim Form	ATTACHED

### PART 4. KEY PERSONNEL:

Mike Magee

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$43,400 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

Flat Rate

**Fees:** A monthly flat rate of \$6,400 when the Contractor provides the Services during the term.

### 3. EXPENSES:

**Expenses:** The following expenses are eligible to be claimed by the Contractor, to a maximum amount of \$5,000 during the Term:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from 501 Belleville St, Victoria, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

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

#### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under the 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 during that Billing Period, including a declaration by the Contractor of all units/deliverables which the Contractor provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

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

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

**Schedule C – Approved Subcontractor(s)**

Not applicable.



### Schedule D – Insurance

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

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
  - (b) “**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;
  - (c) “**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;
  - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
  - (e) “**public body**” means “public body” as defined in the Act;
  - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
  - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
  - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

## **Purpose**

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

## **Acknowledgements**

3. The Contractor acknowledges and agrees that
  - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
  - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
  - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

## **Collection of Personal Information**

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
5. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the Province provides personal information to the Contractor;
  - (b) the Agreement otherwise specifies; or
  - (c) the Province otherwise directs in writing.
6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

## **Privacy Training**

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

### **Accuracy of Personal Information**

9. 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 Information**

10. If the Contractor receives a request for access to 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. 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**

11. 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.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, 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 received by the Province, the Contractor disclosed the information being corrected or annotated.
14. 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**

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.



### **Storage of and Access to Personal Information**

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

### **Retention of Personal Information**

19. 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**

20. 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. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

### **Metadata**

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
  - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
  - (b) remove or destroy individual identifiers, if practicable.

### **Disclosure of Personal Information**

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information 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.
23. If in relation to personal information, the Contractor:
  - (a) receives a third-party request 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 third-party request for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred

in response to a third-party request for disclosure,  
subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
  - (b) provide the Province with reasonable assistance to contest the third-party request; and
  - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
    - (i) the control of personal information by the Province as a public body under the Act;
    - (ii) the application of the Act to the Contractor as a service provider to the Province;
    - (iii) the conflict between the Act and the third-party request; and
    - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

#### **Notice of Unauthorized Disclosure**

25. 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, the Contractor must immediately notify the Province.

#### **Compliance with the Act and Directions**

26. 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 regulation made under the Act and the terms of this Schedule; and
  - (b) any direction given by the Province under this Schedule.
27. 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.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

#### **Notice of Non-Compliance**

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, 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**

30. 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**

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "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 the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



### Schedule F – Additional Terms

1. Paragraph (a) of section 5.3 of this Agreement is deleted and replaced with the following paragraphs:
  - “(a) as required to perform the Contractor’s obligations under this Agreement and the disclosure is either to a person who has given an undertaking of confidentiality acceptable to the Cabinet Secretary and Deputy Minister to the Premier or is a member of the Public Service of British Columbia;
  - (a.1) as required to comply with applicable laws;”.
2. Despite section 13.7, the Contractor will ensure that the Key Personnel will comply with the Confidentiality Agreement signed by Mike Magee on the 28<sup>th</sup> day of March, 2023 (the “Confidentiality Agreement”) in relation to materials entitled “Advice to Premier” and the other confidential information covered by the Confidentiality Agreement and the Contractor agrees that the Confidentiality Agreement applies to this Agreement and the Contractor agrees to comply with it.
3. In addition to the Contractor’s obligation in section 5.3 (Confidentiality), the Contractor must keep strictly confidential any legal advice the Contractor receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
4. Despite section 13.10 (Independent Contractor), the Contractor is an agent of the Province for the limited purpose of providing instructions on behalf of the Province to, and receiving legal advice on behalf of the Province from, the Province’s legal counsel.
5. In the event of a breach or suspected breach of the confidentiality or security-related obligations of the Contractor under this Agreement (the “Incident”), the Contractor will promptly advise the Cabinet Secretary and Deputy Minister to the Premier or the Deputy Cabinet Secretary of the circumstances surrounding the Incident and the steps it has or will take to minimize the impacts thereof; and to cooperate fully with any further investigation or action that the Province wishes to take in response to such an Incident.
6. The Contractor agrees, on behalf of itself and its Key Personnel, that they will be providing the Services in a confidential capacity as provided for in s. 15(1)(a) of the *Public Service Act* (the “PS Act”).
7. The Contractor agrees to comply with all the requirements of:
  - (a) the Political Staff Oath Regulation made under the PS Act as if the Contractor had sworn the oath set out in that regulation and as if the reference to “my own personal interests” in section 3(a) of that oath was a reference to “my corporate interests”; and
  - (b) the Standards of Conduct for Political Staff Regulation made under the PS Act as if the Contractor is a political staff and as if references to and in respect of an individual are read as references to and in respect of the Contractor.
8. The Contractor agrees to ensure its Key Personnel comply with all the requirements of:
  - (a) the Political Staff Oath Regulation made under the PS Act as if the Key Personnel had sworn the oath set out in that regulation; and



- (b) the Standards of Conduct for Political Staff Regulation made under the PS Act as if the Key Personnel are political staff.
9. The Contractor acknowledges the application of the Notice to Contractors of the BC Provincial Government attached as **Appendix 5** to this Agreement and found online at <https://www2.gov.bc.ca/gov/content/bc-procurement-resources/sell-to-government/contractor-vaccination-notice>, and agrees to comply with the requirements of that notice as it applies to this Agreement.
10. In addition to section 13.1, any notice contemplated by this Agreement can be delivered by email to the addressee's email address 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. Either party may from time to time give notice to the other party of a substitute email address, which from the date such notice is given will supersede for purposes of section 13.1 any previous email address specified for the party giving the notice.
11. The provisions in this Schedule F and the obligations referenced therein are intended to survive the completion of the Services or termination of this Agreement and will continue in force indefinitely, even after this Agreement ends.

## Schedule G – Security Schedule

### Definitions

1. In this Schedule:

- (a) **"Device"** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **"Facilities"** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **"Least Privilege"** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **"Need-to-Know"** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **"Personnel"** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **"Policies"** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **"Protected Information"** means any and all:
  - (i) "personal information" as defined in the Privacy Protection Schedule if attached;
  - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
  - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

- (h) **"Security Event Logs"** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **"Systems"** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **"Tenancy"** means those components of the Systems that:
  - (i) directly access and store Protected Information,
  - (ii) relate to Protected Information or the Province's tenancy activities, or
  - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
  - (i) log-on/log-off information about Province user activities, and
  - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

#### **Additional obligations**

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

#### **PERSONNEL**

##### **Confidentiality agreements**

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

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

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
  - (a) verifying their identity and relevant education, professional qualifications and employment history;
  - (b) completing a criminal record check that is updated at least every five years;

- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

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

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

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

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

#### **Security contact**

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

#### **Supply chain**

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

### **GENERAL POLICIES AND PRACTICES**

#### **Information security policy**

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

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

- 11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
  - (a) "Information Security Policy";



- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

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

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

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

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

#### **Backups and restores**

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

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

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

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

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

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

#### **Encryption**

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

- (b) encryption end-to-end is implemented for all Protected Information in transit.

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

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

#### **Encryption standard**

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

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

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

### **ACCESS AND AUTHENTICATION**

#### **User Identifiers**

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

#### **Access**

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
  - (a) verification of access levels;
  - (b) creating and maintaining records of access privileges;
  - (c) audit processes; and
  - (d) actions to ensure access is not given before approval is granted by the Contractor.
- 27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
- 28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. The Contractor must ensure that all Systems and Devices:
- (a) are configured in alignment with industry standards;
  - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
  - (c) automatically lock the applicable account and Systems after failed logon failures;
  - (d) limit the number of concurrent sessions;
  - (e) prevent further access to Systems by initiating a session lock; and
  - (f) provide the capability of disconnecting or disabling remote access to the Systems.

#### **Authentication**

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

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

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

## SECURITY EVENT LOGS

### Log generation, log retention and monitoring

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

## PROVINCE PROPERTY

### Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
  - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
  - (b) "Information Security Policy";
  - (c) government wide IM/IT Standards; and
  - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
  - (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;



- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

#### **Application development**

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

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

##### **Physical security**

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

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

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

**Systems (including servers) hardening**

47. The Contractor must:

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

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

48. The Contractor must:

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

**Application firewall**

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

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

**Management network**

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

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

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

#### **Database security**

- 52. The Contractor must ensure that for any Systems:
  - (a) database maintenance utilities that bypass controls are restricted and monitored;
  - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
  - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
- 53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

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

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

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

#### **Proactive management**

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

#### **Patching**

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.



58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

#### **Vulnerability Scanning**

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

#### **Web application vulnerability scanning**

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

#### **Antivirus and malware scanning**

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

### **DISPOSALS**

#### **Asset disposal**

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

#### **Asset management**

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.

65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

#### **Information destruction and disposal**

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

#### **NOTICES, INCIDENTS AND INVESTIGATIONS**

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

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

##### **E-discovery and legal holds**

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

##### **Incidents**

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

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

#### **Investigations support and security investigations**

72. The Contractor must:

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

73. Upon the Province's request, the Contractor must:

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

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

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

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

#### **Notification of changes**

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

#### **Compliance verification**

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.



78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
  - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

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

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

#### **MISCELLANEOUS**

##### **Interpretation**

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

##### **Referenced documents**

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

##### **Survival**

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

**Schedule H – Tax Verification Schedule**

Not applicable.

# GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> _____ <i>Requisition No.:</i> _____ <i>Solicitation No.(if applicable):</i> _____ <i>Commodity Code:</i> _____  <b><i>Contractor Information</i></b>  <i>Supplier Name:</i> Convergence Communications Inc. <i>Supplier No.:</i> s. 22 <i>Telephone No.:</i> 1-604-617-4624 <i>E-mail Address:</i> magee@convergencecom.ca <i>Website:</i> convergencecom.ca	<b><i>Financial Information</i></b>  <i>Client:</i> 004 <i>Responsibility Centre:</i> 36A10 <i>Service Line:</i> 36200 <i>STOB:</i> 6101/6102 <i>Project:</i> 3600000  <b><i>Template version:</i></b> September 16, 2022 <b><i>Corporate Contract Template issued by</i></b> <b><i>OCG under TB Directive 1/23</i></b>

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**SCHEDULE A – SERVICES**

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

**SCHEDULE B – FEES AND EXPENSES**

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

**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

**SCHEDULE H – TAX VERIFICATION**



THIS AGREEMENT is dated for reference the 22 day of August, 2023.

BETWEEN:

Convergence Communications Inc. (the "Contractor") with the following specified address and email:

s. 22

Email: magee@convergencecom.ca

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Premier (the "Province") with the following specified address:  
PO Box 9041, STN PROV GOV  
Victoria, British Columbia  
V8W 9E1

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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

### 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).

## 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.

### Insurance

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

### Workers compensation

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



### Personal optional protection

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

### Evidence of coverage

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

## 10 FORCE MAJEURE

### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

### Consequence of Event of Force Majeure

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

### Duties of Affected Party

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

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:

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

#### Province's options on default

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

#### Delay not a waiver

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

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

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

#### Payment consequences of termination

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

## Discharge of liability

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

## Notice in relation to Events of Default

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

## 12 DISPUTE RESOLUTION

### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; 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 determined by arbitration under the *Arbitration Act* and:
    - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
    - (ii) there will be a single arbitrator; and
    - (iii) British Columbia law is the applicable law.

### Location of arbitration or mediation

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

### Costs of mediation or arbitration

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

## 13 MISCELLANEOUS

### Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;



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

#### Change of address or fax number

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

#### Assignment

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

#### Subcontracting

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

#### Waiver

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

#### Modifications

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

#### Entire agreement

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

#### Survival of certain provisions

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

## Schedules

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

## Independent contractor

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

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

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

## Personnel not to be employees of Province

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

## Key Personnel

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

## Pertinent information

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

## Conflict of interest

- 13.14 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.

#### Tax Verification

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

#### Governing law

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

### 14 INTERPRETATION

#### 14.1 In this Agreement:

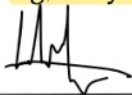

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means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

### 15 EXECUTION AND DELIVERY OF AGREEMENT

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



The parties have executed this Agreement as follows:

<p>SIGNED on the <u>29</u> day of  <u>Sept</u>, 20<u>23</u> by the Contractor  (or, if not an individual, on its behalf by its  authorized <b>signatory or signatories</b>):</p>  <p>_____  <b>Signature(s)</b></p> <p><u>Mike Magee</u>  Print Name(s)</p> <p><u>President</u>  Print Title(s)</p>	<p>SIGNED on the 29 day of  September, 2023 on behalf of the Province by  its duly authorized representative:</p>  <p>_____  Signature</p> <p><u>Don Bain</u>  Print Name</p> <p><u>Deputy Chief of Staff</u>  Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. The term of this Agreement commences on August 22, 2023 and ends on December 22, 2023.

### PART 2. SERVICES:

Convergence Communications is engaged to provide strategic advice and facilitation services to the Office of the Premier.

### PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:
 

<b>Appendix 1 – Ministry Invoice Payment Policy</b>	<b>ATTACHED</b>
<b>Appendix 2 – Sample Invoice</b>	<b>ATTACHED</b>
<b>Appendix 3 – Group II Rates – Expenses for Contractors</b>	<b>ATTACHED</b>
<b>Appendix 4 – Service Contractor Expense Claim Form</b>	<b>ATTACHED</b>

### PART 4. KEY PERSONNEL:

Mike Magee

## Schedule B – Fees and Expenses

### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$30,600 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

Flat Rate

**Fees:** A monthly flat rate of \$6,400 when the Contractor provides the Services during the Term.

### **3. EXPENSES:**

**Expenses:** The following expenses are eligible to be claimed by the Contractor, to a maximum amount of \$5,000 during the Term:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s. 22**  
**s. 22** on the same basis as the Province pays its Group II employees when they are on travel status;  
 and
  - b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period", the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Period"), 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 units/deliverables which the Contractor provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

**5. PAYMENTS DUE:**

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

**Schedule C – Approved Subcontractor(s)**

Not applicable.

### Schedule D – Insurance

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



## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
  - (b) **"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;
  - (c) **"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;
  - (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
  - (e) **"public body"** means "public body" as defined in the Act;
  - (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
  - (g) **"service provider"** means a person retained under a contract to perform services for a public body; and
  - (h) **"unauthorized disclosure of personal information"** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

### Purpose

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

### Acknowledgements

3. The Contractor acknowledges and agrees that
  - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

- (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
- (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### **Collection of Personal Information**

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the Province provides personal information to the Contractor;
  - (b) the Agreement otherwise specifies; or
  - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

#### **Privacy Training**

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

#### **Accuracy of Personal Information**

- 9. 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 Information**

10. If the Contractor receives a request for access to 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. 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**

11. 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.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, 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 received by the Province, the Contractor disclosed the information being corrected or annotated.
14. 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**

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

### **Storage of and Access to Personal Information**

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information.



The Contractor will provide a copy of the access log to the Province upon request.

#### **Retention of Personal Information**

19. 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**

20. 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. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

#### **Metadata**

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
  - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
  - (b) remove or destroy individual identifiers, if practicable.

#### **Disclosure of Personal Information**

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information 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.
23. If in relation to personal information, the Contractor:
  - (a) receives a third-party request 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 third-party request for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
  - (a) use its best efforts to direct the party making the third-party request to the Province;
  - (b) provide the Province with reasonable assistance to contest the third-party request; and

- (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
  - (i) the control of personal information by the Province as a public body under the Act;
  - (ii) the application of the Act to the Contractor as a service provider to the Province;
  - (iii) the conflict between the Act and the third-party request; and
  - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

#### **Notice of Unauthorized Disclosure**

- 25. 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, the Contractor must immediately notify the Province.

#### **Compliance with the Act and Directions**

- 26. 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 regulation made under the Act and the terms of this Schedule; and
  - (b) any direction given by the Province under this Schedule.
- 27. 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.
- 28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

#### **Notice of Non-Compliance**

- 29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, 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**

- 30. 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**

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

32. Any reference to "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 the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



### Schedule F – Additional Terms

1. Paragraph (a) of section 5.3 of this Agreement is deleted and replaced with the following paragraphs:  
“(a) as required to perform the Contractor’s obligations under this Agreement and the disclosure is either to a person who has given an undertaking of confidentiality acceptable to the Cabinet Secretary and Deputy Minister to the Premier or is a member of the Public Service of British Columbia;  
  
(a.1) as required to comply with applicable laws;”.
2. Despite section 13.7, the Confidentiality Agreement signed by the Contractor on October 11<sup>th</sup>, 2023, (the “Confidentiality Agreement”) in relation to materials entitled “Advice to Premier” and the other confidential information covered by the Confidentiality Agreement applies and the Contractor agrees to comply with it.
3. In addition to the Contractor’s obligation in section 5.3 (Confidentiality), the Contractor must keep strictly confidential any legal advice the Contractor receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
4. Despite section 13.10 (Independent Contractor), the Contractor is an agent of the Province for the limited purpose of providing instructions on behalf of the Province to, and receiving legal advice on behalf of the Province from, the Province’s legal counsel.
5. In the event of a breach or suspected breach of the confidentiality or security-related obligations of the Contractor under this Agreement (the “Incident”), the Contractor will promptly advise the Cabinet Secretary and Deputy Minister to the Premier or the Deputy Cabinet Secretary of the circumstances surrounding the Incident and the steps it has or will take to minimize the impacts thereof; and to cooperate fully with any further investigation or action that the Province wishes to take in response to such an Incident.
6. The Contractor agrees that they will be providing the Services in a confidential capacity as provided for in s. 15(1)(a) of the *Public Service Act* (the “PS Act”).
7. The Contractor agrees to comply with all the requirements of:
  - (a) the Political Staff Oath Regulation made under the PS Act as if the Contractor had sworn the oath set out in that regulation; and
  - (b) the Standards of Conduct for Political Staff Regulation made under the PS Act as if the Contractor is a political staff.
8. The Contractor acknowledges the application of the Notice to Contractors of the BC Provincial Government attached as Appendix 5 to this Agreement and found online at <https://www2.gov.bc.ca/gov/content/bc-procurement-resources/sell-to-government/contractor-vaccination-notice>, and agrees to comply with the requirements of that notice as it applies to this Agreement.
9. The provisions in this Schedule F and the obligations referenced therein are intended to survive the completion of the Services or termination of this Agreement and will continue in force indefinitely, even after this Agreement ends.

## Schedule G – Security Schedule

### Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
  - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
  - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
  - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;

- (h) **"Security Event Logs"** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **"Systems"** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **"Tenancy"** means those components of the Systems that:
  - (i) directly access and store Protected Information,
  - (ii) relate to Protected Information or the Province's tenancy activities, or
  - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
  - (i) log-on/log-off information about Province user activities, and
  - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

#### **Additional obligations**

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

#### **PERSONNEL**

#### **Confidentiality agreements**

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

### Personnel security screening

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



### Personnel information security training

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

### Security contact

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

### Supply chain

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

## GENERAL POLICIES AND PRACTICES

### Information security policy

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

### Compliance and Standard for Security Controls

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

### **Contractor security risk assessments**

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

### **Change control and management**

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

### **Backups and restores**

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

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

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

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

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

## **PROTECTED INFORMATION AND DATA SECURITY**

### **Encryption**



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

- (b) encryption end-to-end is implemented for all Protected Information in transit.

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

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

#### **Encryption standard**

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

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

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

### **ACCESS AND AUTHENTICATION**

#### **User Identifiers**

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

#### **Access**

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
  - (a) verification of access levels;
  - (b) creating and maintaining records of access privileges;

- (c) audit processes; and
  - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
- (a) are configured in alignment with industry standards;
  - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
  - (c) automatically lock the applicable account and Systems after failed logon failures;
  - (d) limit the number of concurrent sessions;
  - (e) prevent further access to Systems by initiating a session lock; and
  - (f) provide the capability of disconnecting or disabling remote access to the Systems.

## Authentication

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

## Highly sensitive Protected Information

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

## SECURITY EVENT LOGS

### Log generation, log retention and monitoring

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

## PROVINCE PROPERTY

### Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
  - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
  - (b) "Information Security Policy";
  - (c) government wide IM/IT Standards; and

- (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.



## Application development

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

## FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

### Physical security

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

### Separation of production from test environments

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

## Systems (including servers) hardening

47. The Contractor must:

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

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

48. The Contractor must:

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

## Application firewall

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

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

**Management network**

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

**Remote management and secure access gateway**

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

**Database security**

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
  - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
  - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

## Device security and antivirus scanning

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

## VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

### Proactive management

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

### Patching

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



## **Vulnerability Scanning**

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

## **Web application vulnerability scanning**

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

## **Antivirus and malware scanning**

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

## **DISPOSALS**

### **Asset disposal**

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

### **Asset management**

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.

65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

#### Information destruction and disposal

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

#### NOTICES, INCIDENTS AND INVESTIGATIONS

##### Notice of demands for disclosure

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

##### E-discovery and legal holds

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

##### Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:



- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

#### **Investigations support and security investigations**

72. The Contractor must:

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

73. Upon the Province's request, the Contractor must:

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

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

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

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

### Notification of changes

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

### Compliance verification

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

### Notice of non-compliance

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

## MISCELLANEOUS

### Interpretation

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

### Referenced documents

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

### Survival

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

**Schedule H – Tax Verification Schedule**

Not applicable.

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: C24PREM1605  
Requisition No.: 1605  
Solicitation No.(if applicable):                       
Commodity Code:                     

### **Contractor Information**

Supplier Name: Convergence Communications Inc.  
Supplier No.: **s. 22**  
Telephone No.: 1-604-617-4624  
E-mail Address: [magee@convergencecom.ca](mailto:magee@convergencecom.ca)  
Website: [convergencecom.ca](http://convergencecom.ca)

### **Financial Information**

Client: 004  
Responsibility Centre: 36A10  
Service Line: 36200  
STOB: 6101/6102  
Project: 3600000

**Template version:** September 16, 2022  
**Corporate Contract Template issued by**  
**OCG under TB Directive 1/23**



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**SCHEDULE A – SERVICES**

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
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**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
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- Part 5 - Payments Due**

**SCHEDULE C – APPROVED SUBCONTRACTOR(S)****SCHEDULE D – INSURANCE****SCHEDULE E – PRIVACY PROTECTION SCHEDULE****SCHEDULE F – ADDITIONAL TERMS****SCHEDULE G – SECURITY SCHEDULE****SCHEDULE H – TAX VERIFICATION**

THIS AGREEMENT is dated for reference the 26 day of January, 2024.

BETWEEN:

CONVERGENCE COMMUNICATIONS INC. (the "Contractor") with the following specified address and email:

s. 22

Email: [Magee@convergencecom.ca](mailto:Magee@convergencecom.ca)

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by PREMIER (the "Province") with the following specified address and fax number:  
PO Box 9041, STN PROV GOV  
Victoria, British Columbia  
V8W 9E1

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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.



### 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).



## 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.

### Insurance

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

### Workers compensation

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

### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

#### Evidence of coverage

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

## 10 FORCE MAJEURE

#### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

#### Consequence of Event of Force Majeure

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

#### Duties of Affected Party

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

## 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and



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

#### Province's options on default

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

#### Delay not a waiver

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

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

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

#### Payment consequences of termination

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

#### Discharge of liability

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

## Notice in relation to Events of Default

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

## 12 DISPUTE RESOLUTION

### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; 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 determined by arbitration under the *Arbitration Act* and:
    - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
    - (ii) there will be a single arbitrator; and
    - (iii) British Columbia law is the applicable law.

### Location of arbitration or mediation

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

### Costs of mediation or arbitration

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

## 13 MISCELLANEOUS

### Delivery of notices

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

#### Change of address or fax number

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

#### Assignment

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

#### Subcontracting

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

#### Waiver

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

#### Modifications

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

#### Entire agreement

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

#### Survival of certain provisions

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

#### Schedules

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



#### Independent contractor

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

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

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

#### Personnel not to be employees of Province

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

#### Key Personnel

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

#### Pertinent information

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

#### Conflict of interest

13.14 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.

Tax Verification

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

Governing law

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

## **14 INTERPRETATION**

14.1 In this Agreement:



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

## **15 EXECUTION AND DELIVERY OF AGREEMENT**

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

The parties have executed this Agreement as follows:



<p>SIGNED on the 26 day of January , 2024 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p>  <p>_____ Signature(s)</p> <p>Michael Magee _____ Print Name(s)</p> <p>President _____ Print Title(s)</p>	<p>SIGNED on the <u>26</u> day of <u>January</u>, 20<u>24</u> on behalf of the Province by its duly authorized representative:</p>  <p>_____ Signature</p> <p>Don Bain _____ Print Name</p> <p>Deputy Chief of Staff, Premier's Office _____ Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on January 26, 2024 and ends on July 26, 2024.
2. The Province may, at its sole option, renew this Agreement on the same terms and conditions, except this provision as to renewal for up to one (1) additional six (6) month period.

### PART 2. SERVICES:

Convergence Communications is engaged to provide strategic advice, facilitation services and planning meetings, along with general support for the Premier's Office.

### PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:
 

a. <b>Appendix 1 – Ministry Invoice Payment Policy</b>	<b>ATTACHED</b>
b. <b>Appendix 2 – Sample Invoice</b>	<b>ATTACHED</b>
c. <b>Appendix 3 – Group II Rates – Expenses for Contractors</b>	<b>ATTACHED</b>
d. <b>Appendix 4 – Service Contractor Expense Claim Form</b>	<b>ATTACHED</b>

### PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
  - (a) Mike Magee

## Schedule B – Fees and Expenses

### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$43,400.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

#### **Flat Rate**

**Fees:** A monthly flat rate of \$6,400 when “the Contractor” provides the Services during the Term.

### **3. EXPENSES:**

**Expenses:** The following expenses are eligible to be claimed by the Contractor to a maximum of \$5,000:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from s. 22 on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor’s actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. excluding goods and services tax (“GST”) or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above [change to “(a) and (b) above” if (c) is to be deleted above] to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement 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;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor’s calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

**5. PAYMENTS DUE:**

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

**Schedule C – Approved Subcontractor(s)**

Not applicable.



### Schedule D – Insurance

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

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
  - (b) “**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;
  - (c) “**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;
  - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
  - (e) “**public body**” means “public body” as defined in the Act;
  - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
  - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
  - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

### Purpose

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

### Acknowledgements

3. The Contractor acknowledges and agrees that
  - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

- (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
- (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

### **Collection of Personal Information**

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the Province provides personal information to the Contractor;
  - (b) the Agreement otherwise specifies; or
  - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

### **Privacy Training**

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

### **Accuracy of Personal Information**

- 9. 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 Information**

- 10. If the Contractor receives a request for access to 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. 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**

11. 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.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, 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 received by the Province, the Contractor disclosed the information being corrected or annotated.
14. 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**

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

#### **Storage of and Access to Personal Information**

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

#### **Retention of Personal Information**



19. 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**

20. 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. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

#### **Metadata**

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
  - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
  - (b) remove or destroy individual identifiers, if practicable.

#### **Disclosure of Personal Information**

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information 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.
23. If in relation to personal information, the Contractor:
  - (a) receives a third-party request 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 third-party request for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,
 subject to section 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
  - (a) use its best efforts to direct the party making the third-party request to the Province;
  - (b) provide the Province with reasonable assistance to contest the third-party request; and
  - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
    - (i) the control of personal information by the Province as a public body under the Act;



- (ii) the application of the Act to the Contractor as a service provider to the Province;
- (iii) the conflict between the Act and the third-party request; and
- (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

#### **Notice of Unauthorized Disclosure**

25. 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, the Contractor must immediately notify the Province.

#### **Compliance with the Act and Directions**

26. 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 regulation made under the Act and the terms of this Schedule; and
  - (b) any direction given by the Province under this Schedule.
27. 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.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

#### **Notice of Non-Compliance**

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, 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**

30. 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**

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "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 the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

### Schedule F – Additional Terms

1. Paragraph (a) of section 5.3 of this Agreement is deleted and replaced with the following paragraphs:
  - “(a) as required to perform the Contractor’s obligations under this Agreement and the disclosure is either to a person who has given an undertaking of confidentiality acceptable to the Cabinet Secretary and Deputy Minister to the Premier or is a member of the Public Service of British Columbia;
  - (a.1) as required to comply with applicable laws;”.
2. Despite section 13.7, the Confidentiality Agreement signed by the Contractor on January 26, 2024, (the “Confidentiality Agreement”) in relation to materials entitled “Advice to Premier” and the other confidential information covered by the Confidentiality Agreement applies and the Contractor agrees to comply with it.
3. In addition to the Contractor’s obligation in section 5.3 (Confidentiality), the Contractor must keep strictly confidential any legal advice the Contractor receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
4. Despite section 13.10 (Independent Contractor), the Contractor is an agent of the Province for the limited purpose of providing instructions on behalf of the Province to, and receiving legal advice on behalf of the Province from, the Province’s legal counsel.
5. In the event of a breach or suspected breach of the confidentiality or security-related obligations of the Contractor under this Agreement (the “Incident”), the Contractor will promptly advise the Cabinet Secretary and Deputy Minister to the Premier or the Deputy Cabinet Secretary of the circumstances surrounding the Incident and the steps it has or will take to minimize the impacts thereof; and to cooperate fully with any further investigation or action that the Province wishes to take in response to such an Incident
6. The Contractor agrees that they will be providing the Services in a confidential capacity as provided for in s. 15(1)(a) of the *Public Service Act* (the “PS Act”).
7. The Contractor agrees to comply with all the requirements of:
  - (a) the Political Staff Oath Regulation made under the PS Act as if the Contractor had

sworn the oath set out in that regulation; and

- (b) the Standards of Conduct for Political Staff Regulation made under the PS Act as if the Contractor is a political staff.
- 
- 8. The Contractor acknowledges the application of the Notice to Contractors of the BC Provincial Government attached as Appendix 5 to this Agreement and found online at <https://www2.gov.bc.ca/gov/content/bc-procurement-resources/sell-to-government/contractor-vaccination-notice>, and agrees to comply with the requirements of that notice as it applies to this Agreement.
  - 9. The provisions in this Schedule F and the obligations referenced therein are intended to survive the completion of the Services or termination of this Agreement and will continue in force indefinitely, even after this Agreement ends.



## Schedule G – Security Schedule

### Definitions

1. In this Schedule:

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



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

### **Additional obligations**

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

### **PERSONNEL**

#### **Confidentiality agreements**

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

#### **Personnel security screening**

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

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

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

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

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

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

#### **Security contact**

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

#### **Supply chain**

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

### **GENERAL POLICIES AND PRACTICES**

#### **Information security policy**

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

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

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

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

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

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

13. The Contractor must:

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

#### **Backups and restores**

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

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

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

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

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

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

#### **Encryption**

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

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

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

#### **Encryption standard**

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

## Isolation controls and logical isolation of data

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

## ACCESS AND AUTHENTICATION

### User Identifiers

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

### Access

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



## **Authentication**

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

## **Highly sensitive Protected Information**

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

## **SECURITY EVENT LOGS**

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

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



to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

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

## PROVINCE PROPERTY

### Access to Province facilities, systems or networks

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

### Application development

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

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

### **Physical security**

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

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

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

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

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

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

#### **Application firewall**

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

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

#### **Management network**

50. The Contractor must ensure that for any Systems:

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

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

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

#### **Database security**

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;



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

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

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

54. The Contractor must ensure all Devices:

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

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

#### **Proactive management**

55. The Contractor must:

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

#### **Patching**

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

#### **Vulnerability Scanning**

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
  - (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

#### **Web application vulnerability scanning**

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

#### **Antivirus and malware scanning**

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

### **DISPOSALS**

#### **Asset disposal**

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

#### **Asset management**

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

#### **Information destruction and disposal**

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
  - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and



- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.

68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

## NOTICES, INCIDENTS AND INVESTIGATIONS

### Notice of demands for disclosure

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

### E-discovery and legal holds

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

### Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:

- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

### Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and

(d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

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

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

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

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

#### **Notification of changes**

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

#### **Compliance verification**

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

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

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

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

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

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

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

## **MISCELLANEOUS**

### **Interpretation**

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

### **Referenced documents**

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

### **Survival**

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

**Schedule H – Tax Verification Schedule**

Not applicable.



**PRE-APPROVAL TO  
CONTRACT – DIRECT  
AWARD**

**INSTRUCTIONS:** This form is **mandatory** and must be completed by Ministry of Finance contract managers to clearly document the justification for procuring for services and to ensure compliance with Government Contract Policy and Ministry Spending Directives. The completed and signed form must be retained in the program contract file and must accompany other related documents when formulating final package to accounts [CFFSHELP@gov.bc.ca](mailto:CFFSHELP@gov.bc.ca). See [page 4](#) for detailed policy and procedures. **Replace the example text in red with your own responses.**

**PART 1 – CONTRACT INFORMATION**

DIVISION <b>Office of the Premier</b>		BRANCH <b>Executive Branch</b>
CONTRACT MANAGER NAME <b>Elizabeth Parkinson</b>	CONTRACT MANAGER PHONE NO. <b>(250) 387-1715</b>	CONTRACT MANAGER JOB TITLE <b>Financial &amp; Contract Officer</b>
CONTRACT TYPE <input checked="" type="checkbox"/> NEW <input type="checkbox"/> AMENDMENT	CONTRACTOR LEGAL NAME <b>Convergence Communications Inc.</b>	
BUDGET AVAILABLE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF NO BUDGET, EXPLAIN MITIGATION PLAN	
ESTIMATED CONTRACT VALUE (Include extensions) <b>\$ 43,400.00</b>	ESTIMATED TERM (Include extensions) <b>January 26, 2024-July 26, 2024</b>	STOB (60 / 61 / 63) <b>6101/6102</b>

**PART 2 – RATIONALE FOR DIRECT AWARD CONTRACT**

CONDITION (See <a href="#">Direct Rewards, CPPM 6.3.3.a</a> )	JUSTIFICATION / EXPLANATION (Provide supporting documentation identifying rationale and evidence for the Direct Award condition used)
<input type="checkbox"/> <b>Other government organization</b> The contract is with another government organization. Definition and Interpretation of a "government organization" can be found under <a href="#">Budget Transparency and Accountability Act</a> .	<i>Explain the research done to find this contractor and why this contractor is considered another government organization.</i> <b>Delete these instructions before completing this form.</b>
<input type="checkbox"/> <b>Sole source</b> The ministry <i>can strictly prove</i> that only one contractor is qualified, or is available, to provide the service. A <a href="#">Notice of Intent</a> (NOI) is not required on BC Bid. If a ministry <i>cannot strictly prove</i> that there is only one vendor that can provide the service, an NOI must be posted on BC Bid. All objections received must be reviewed and if any are substantiated a competitive process must be undertaken. It is imperative that a contract <i>not</i> be entered into prior to the closing date of the NOI.	<i>Explain the research done to find this contractor.</i> <i>Prior to awarding a contract what evidence do you have to support that only one contractor is qualified and that there are no other vendors available in the market? e.g. request for information, an expression of interest or other market research was posted on BC Bid and no response was received; or a notice of intent was posted on BC Bid and no objection was received.</i> <i>If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. emails for other qualified contractors indicating not available or no response to an expression of interest.</i> <b>Delete these instructions before completing this form.</b>
<input type="checkbox"/> <b>Unforeseen emergency</b> An unforeseeable emergency exists, and the services could not be obtained in time by means of a competitive process. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award.	<i>Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award.</i> <b>Delete these instructions before completing this form.</b>

More Direct Award conditions on page 2.





## PRE-APPROVAL TO CONTRACT – DIRECT AWARD

### PART 2 – RATIONALE FOR DIRECT AWARD CONTRACT (*Continued*)

CONDITION (See <a href="#">Direct Rewards, CPPM 6.3.3.a</a> )	JUSTIFICATION / EXPLANATION (Provide supporting documentation identifying rationale and evidence for the Direct Award condition used)
<input type="checkbox"/> <b>Maintain security, order or protect life or health</b>  A competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.	<i>Explain why the competitive process would cause this interference. Delete these instructions before completing this form.</i>
<input checked="" type="checkbox"/> <b>Confidential</b>  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.	The contractor is providing strategic advice to the Premier's office. The contractor has expertise in Municipal politics and policy issues as well as strategic planning, facilitation and public policy development. Currently he leads a company that specializes in environmental land use planning and stakeholder engagement. His advice must remain confidential as release of such information could have a dramatic effect on local governments and First Nations.

### PART 3 – DESCRIPTION OF SERVICES / PURPOSE REQUIRED

ATTACH RELEVANT BACKGROUND MATERIAL IF NECESSARY

- Describe the services and provide an explanation of why these services are needed and how this request aligns with the Ministry's Service Plan.  
  
Convergence Communications is engaged to provide strategic advice and facilitation services to the Office of the Premier based on their expert knowledge in environmental land use and nearly a decade of working in the Vancouver Mayor's office as Chief of Staff.
- Why could staff resources not fill the need?  
  
The contractor has specialized knowledge due to his previous role as COS to the Mayor of Vancouver and as the President of a business that specializes in environmental land use and engagement.
- What are the implications, both financial and non-financial, if this contract were not to be approved?  
  
The Premier and his Chief of Staff, Matt Smith and PO staff are relying on the contractor to share his specialized knowledge and skills to assist them in their portfolio running the province.
- Has your program used these services in the past? If yes, who was the vendor and was the opportunity competitively bid or direct awarded? Provide the most recent date and contract value.  
  
Yes. The contractor worked for the incoming Premier during Transition. The contractor has 2 previous contracts from Feb. 21, 2023 to Dec. 22, 2023. The value was \$74,000.
- Will this purchase obligate government to this vendor for future purchases (e.g., maintenance, licensing or continuing need)? If yes, provide details.  
  
No.
- If over \$100,000 a [Cost Benefit Justification](#) (CBJ) is mandatory before approval will be given.  
☐ Yes – CBJ attached  
☒ No – not applicable



## PRE-APPROVAL TO CONTRACT – DIRECT AWARD

### PART 3 – DESCRIPTION OF SERVICES / PURPOSE REQUIRED (Continued)

#### FOR IM/IT AGREEMENTS

7. Prior to renewing or extending long term contracts, there is an expectation for ministries to complete an evaluation of the current environment and products being used to assess efficacy.

Today, technology changes significantly and rapidly. An evolving IT environment demands that current approaches be periodically reviewed and evaluated to ensure that the Ministry/program area takes advantage of the advanced technology available to achieve the best value for money.

When was the last time the program area reviewed and evaluated its long-term and ongoing licensing agreements?

8. All solicitations, including direct awards, for IM/IT projects valued between \$100,000 and \$500,000 must be reviewed by Procurement Services Branch, Shared Services BC (SSBC) prior to proceeding with the acquisition. ([CPPM 6.3.5.a\(9\)](#))

Has this been undertaken?



- ☐ Yes  
☐ No – explain why  
☒ Not applicable

9. All IM/IT projects valued over \$500,000 and all procurements utilizing the Joint Solutions Procurement (JSP) acquisition method, must be planned in conjunction with Procurement Services Branch, SSBC and the procurement process managed by Procurement Services Branch, SSBC. ([CPPM 6.3.5.a\(9\)](#))

Has this been undertaken?

- ☐ Yes  
☐ No – explain why  
☒ Not applicable

### PART 4 – PRE-APPROVALS

CONTRACT MANAGER NAME	DATE (YYYY/MM/DD)	PROGRAM ADM NAME *	DATE (YYYY/MM/DD)
Elizabeth Parkinson	2024/01/24	Don Bain	2024/01/23
CONTRACT MANAGER SIGNATURE		PROGRAM ADM SIGNATURE	
			
MINISTRY CIO NAME	DATE (YYYY/MM/DD)	EFO NAME **	DATE (YYYY/MM/DD)
MINISTRY CIO SIGNATURE		EFO SIGNATURE	
		PROCUREMENT SPECIALIST NAME	DATE (YYYY/MM/DD)
		PROCUREMENT SPECIALIST SIGNATURE	

\* Program ADM sign-off is the expense authority.

\*\* EFO sign-off is required if the contract is \$25,000 or more (coordinated and vetted through the designated Procurement Specialist).





## PRE-APPROVAL TO CONTRACT – DIRECT AWARD

### POLICY

The Corporate Policy and Procedures Manual (CPPM) [Chapter 6: Procurement](#) covers every phase of the procurement lifecycle. Ministries are expected to use a competitive procurement process to acquire goods, services and construction, which are based on the principles of fair and open public sector procurement.

A [Direct Award](#) is **not** a competitive process. Contracts may be directly awarded without a competitive process if an exceptional condition applies.

The intent of this pre-approval is to ensure that the Ministry of Finance and its program areas have appropriate authority and funding to complete a procurement project **prior** to soliciting proposals, awarding a contract, or contracting for any goods, services, or construction. ([CPPM 6.3.1.4](#))

### PROCEDURES

This form is **mandatory** and must be completed by the contract manager to clearly document the justification for procuring for services and to ensure compliance with Government Contract Policy and [Ministry Spending Directives](#). Unless the contract is an [emergency](#), this form must be completed and pre-approved *prior* to any discussions with or commitment to a vendor. In the true case of an emergency the form can be completed after, but verbal pre-approval is necessary.

All Direct Award contracts and amendments require **pre-approval by the Program Assistant Deputy Minister** and if \$25,000 or over the **pre-approval of the Executive Financial Officer**.

All IM/IT contracts and amendments require pre-approval by the **Ministry Chief Information Officer** ([MCIO](#)). ([CPPM 6.3.5.a 3](#))

**If additional funds are required above and beyond what was estimated in this form, an updated pre-approval form must be completed.**

As an integral part of the [Contract Documentation Checklist](#), the completed and signed form must be retained in the program contract file and must accompany other related documents required such as the Service Contract Checklist, GSA etc. when formulating final package to accounts [CFFSHELP@gov.bc.ca](mailto:CFFSHELP@gov.bc.ca). (Electronic signatures are approved)

**Note: Where a program area is considering a [Direct Award](#), they are accountable to ensure that their decision is defensible. All Direct Award contracts are disclosed on the B.C. government's [Open Information Website](#) under the [Proactive Disclosure Directive 03-2016](#).**