



BRITISH COLUMBIA  
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# Request for Proposals

## Phase 2 – Human Health Risk Assessment of Northeastern British Columbia Oil and Gas Activity

**Ministry of Health Request for Proposals Number: RFP HL173**

**Issue date: June 28, 2012**

**Closing Time:** Proposal must be received **before 2:00 PM Pacific Time** on: **Friday August 10, 2012**

**GOVERNMENT CONTACT PERSON:** All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Province's option.

<<Norman Helewa, Project Manager e-mail: [norman.helewa@gov.bc.ca](mailto:norman.helewa@gov.bc.ca)>>

**DELIVERY OF PROPOSALS:**

Proposals must not be sent by mail, facsimile or e-mail. Proposals are to be submitted to the closing location as follows:

**A.** (8) complete hard-copies (and 1 copy on CD) must be delivered by hand or courier to:

Purchasing Services Branch  
c/o 2<sup>nd</sup> Floor 563 Superior Street  
Victoria, B.C. V8V 1T7  
Attention: Norman Helewa

Proposal envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposals number, and the project or program title.

**PROPOSANTS' MEETING:**

A Proponents' meeting **will** be held at:

*Auditorium A & B - Basement  
1515 Blanshard Street,  
Victoria, BC  
V8W 3C8  
From 1:00 pm – 3:00 pm PST on Friday July 13, 2012.*

**Note:** A summary of questions and responses will be posted on the BC Bid Website. Attendance is optional. Oral questions will be allowed at the Proponents' meeting. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be forwarded in writing (via email), prior to Noon PST Wednesday, July 11<sup>th</sup>, 2012, to the Government Contact person designated above. Please note – There will be no video/teleconferencing for this meeting.

**PROPOSANT SECTION:**

**For hard-copy proposals,** a person authorized to sign on behalf of the Proponent **must** complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, and include the originally-signed and completed page with the first copy of the proposal. **The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.**

<i>Signature of Authorized Representative:</i>	<i>Legal Name of Proponent (and Doing Business As Name, if applicable):</i>
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proponent:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone, fax or email address (if available):</i>

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## A. Definitions and Administrative Requirements

### 1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) “SSBC” means Shared Services BC of the Ministry of Citizens’ Services;
- b) “Contract” means the written agreement resulting from this Request for Proposals executed by the Province and the Contractor;
- c) “Contractor” means the successful Proponent to this Request for Proposals who enters into a written Contract with the Province;
- d) “Ministry” means Ministry of Health
- e) “must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;
- f) “Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- g) “Province” means Her Majesty the Queen in Right of the Province of British Columbia and includes SSBC and the Ministry;
- h) “Request for Proposals” or “RFP” means the process described in this document; and
- i) “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

### 2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Province. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

### 3. Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and return the attached Receipt Confirmation Form.

All subsequent information regarding this Request for Proposals, including changes made to this document will be posted on the BC Bid website at [www.bcbid.ca](http://www.bcbid.ca). It is the sole responsibility of the Proponent to check for amendments on the BC Bid website.

### 4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

Hard-copies of late proposals will not be accepted and will be returned to the Proponent. Electronic proposals that are received late will be marked late and will not be considered or evaluated.

In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

### 5. Eligibility

- a) Proposals will not be evaluated if the Proponent’s current or past corporate or other interests may, in the Province’s opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

### 6. Evaluation

Evaluation of proposals will be by a committee formed by the Province and may include employees and contractors of the Province. All personnel will be bound by the same standards of confidentiality. The Province’s intent is to enter into a Contract with the Proponent who has the highest overall ranking.

### 7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

### 8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Province.

### 9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

### 10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Province for purposes of clarification.

## **11. Proponents' Expenses**

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

## **12. Limitation of Damages**

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

## **13. Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the closing date.

## **14. Firm Pricing**

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

## **15. Currency and Taxes**

Prices quoted are to be:

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

## **16. Completeness of Proposal**

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

## **17. Sub-Contracting**

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Province.

## **18. Acceptance of Proposals**

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Province is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## **19. Definition of Contract**

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

## **20. Contract**

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on the terms set out in Appendix B.

## **21. Liability for Errors**

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

**22. Modification of Terms**

The Province reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

**23. Ownership of Proposals**

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

**24. Use of Request for Proposals**

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

**25. Reciprocity**

The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

**26. No Lobbying**

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

**27. Collection and Use of Personal Information**

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

## B. Requirements and Response

### 1. Summary of the Requirement

The Ministry of Health (Ministry) is seeking proposals from qualified proponents for completion of Phase 2 (described below) of a human health risk assessment with respect to oil and gas activity in northeastern British Columbia (BC), with particular focus to environmental pathways of exposure (air quality, water quality and quantity, land and food quality). The study will consider the hazards posed through environmental issues and events such as incidents, fluid releases and increased traffic with regard to possible impacts on health via the identified pathways. In addition the Province's institutional framework (monitoring and compliance, regulation and enforcement, communication, emergency response planning and tracking and reporting) will be reviewed with respect to oil and gas operational issues (exploration and drilling, processing, wells and pipelines and transportation and traffic).

This three phase project is to identify, explore and assess concerns about human health risks relating to oil and gas activity in northeastern BC.

Phase 1: Included public engagement to inform the scope and terms of reference and identify concerns relating to oil and gas activity.

Phase 2: Includes a human health risk assessment based on in-scope (refer to section 3.3.1) findings from Phase 1 and the jurisdictional scan of past and current studies and reports related to human health risk with oil and gas activities (for complete details on deliverables refer to section 3.2.1).

Phase 3: The province reporting on findings to stakeholders and the public.

Phase 1 of the project has been completed and a report prepared that documents the concerns of stakeholders. This report describes the targeted public engagement process followed during phase 1 and sets out issues of concern associated with possible human health risks, including concerns that relate to changes to land, air, water, and food quality.

In phase 2, the focus of the project is to use certain findings from the Phase 1 report to investigate and research the potential for significant human health risks (further described in section 3.2.1), within the context of environmental health, stemming from oil and gas activity in northeastern BC. *In Phase 2 the successful proponent will be required to provide several deliverables (further detail provided in section 3.2.1) and meet milestone dates, based on their solution and approach, with final determination of the milestone and payment schedule by the Ministry.*

It is anticipated that the Contractor will begin work on Phase 2 on **October 1, 2012** and complete that work by **March 31, 2014**.

The budget for this project is from **\$ 700,000 up to a maximum amount of \$ 900,000 (nine hundred thousand dollars)** and proposal submissions must not exceed the maximum amount.

#### **Proponents Please Note:**

a) The successful Proponent of this Request for Proposals (RFP) is **NOT EXCLUDED** from participating in future RFPs that may be part of this three phase project – Human Health Risk

Assessment of British Columbia Oil and Gas Activity. **This RFP is limited to PHASE 2 of this project.**

b) All working papers, meeting minutes, notes, and intellectual property related to this RFP and associated services provided under Contract, will become the property of the Province at the conclusion of Phase 2 of this project.

c) Proponents wishing to attend a bidders meeting on Friday July 13, 2012 must complete and submit the form in Appendix A of this RFP, **no later than Wednesday, July 9th, 2012.**

## 2. Additional Definitions

In addition to the Request for Proposals Definitions set out in paragraph 1 of Section A, the following definitions will apply throughout this Request for Proposals:

- a) “Travel” means costs or charges incurred by the Contractor during trips or meetings related to the undertaking of this project (e.g., airfare, mileage, other transportation, meals and accommodation).
- b) “Human Health Risk Assessment” means the process to estimate the nature and probability of adverse health effects in humans who may be exposed to chemicals in contaminated environmental media and events, now or in the future.

## 3. Ministry Situation/Overview

A broad range of potential health concerns related to oil and gas activity in northeastern BC that has been raised by various stakeholders.

Phase 2 of this project will use the results from the completed stakeholder and targeted public engagement process in Phase 1 to inform the scope of a human health risk assessment regarding oil and gas activity in northeastern BC.

The **goal** is to assess the public health risks and where appropriate provide recommendations to address potential public health risks. Project objectives include the following:

- i) Review the significant concerns identified by stakeholders in Phase 1, and determine if they may be assessed using human health risk assessment methods;
- ii) Through the development and application of a human risk health assessment and other research and analysis, including evaluation of existing institutional mitigation requirements, identify and validate areas of concern; and
- iii) Improve public health outcomes through the development of key reports and deliverables and where appropriate recommendations to manage significant human health risks related to oil and gas activities.

Key stakeholders that were engaged in phase 1 include local communities, local and regional governments, first nations, non-government organizations, regulators (BC Oil and Gas Commission

(OGC)), ministry representatives (Ministry of Health, Ministry of Energy and Mines, Ministry of the Environment, Ministry of Forests, Lands and Natural Resource Operations and Ministry of Aboriginal Relations and Reconciliation), Northern Health Authority, the oil and gas industry and the public. It is important to note, Phase 1 did not include any analysis or validation of the concerns put forward during the public engagement.

Phase 1 of the project focused on the identification of individual and community human health issues through stakeholder and targeted public engagement to support the scope of a human health risk assessment of the oil and gas industry activities in northeastern BC. Phase 1 included issue identification consisting of stakeholders and targeted public engagement to: a) provide community members and stakeholders in northeastern BC an opportunity to voice their concerns over human health issues related to oil and gas activity; and b) identify areas of concern to inform the scope of the human health risk assessment.

Phase 2 will assess certain human health risks identified in phase 1 and in combination with other evidence such as related reports from other jurisdictions (e.g., Alberta and the United States) will where appropriate make recommendations to address human health risks for oil and gas activity in northeastern BC. The report(s) for phase 2 shall provide where appropriate recommendations for improvements related to environmental pathways of exposure and related environmental issues, and institutional framework issues (refer to section 3.3.1 for more detail). Limited stakeholder engagement will also take place during phase 2.

Several frameworks are available for completing human health risk assessments. The four step framework (hazard identification, dose-response assessment, exposure assessment and risk characterization) used by the United States Environmental Protection Agency (EPA) is one such framework. Additional information is available from the EPA human health risk assessment website<sup>1</sup>.

## 3.1 Government of BC Responsibility

In the Province of British Columbia the responsibility for regulatory oversight of oil and gas activity and human health protection spans several ministries and the OGC.

The **Ministry of Health** has overall responsibility for ensuring that quality, appropriate, cost effective and timely health services are available to all British Columbians. The Ministry provides leadership, direction and support to health service delivery partners and sets province-wide goals, standards and expectations for health service delivery by health authorities. The Ministry fulfils this leadership role through the development of social policy, legislation and professional regulation, through funding decisions, negotiations and bargaining, and through its accountability framework for health authorities and oversight of health professional regulatory bodies.

1- EPA Website - <http://www.epa.gov/risk/health-risk.htm>. <http://www.riskworld.com/Nreports/1997/risk-rpt/pdf/EPAJAN.PDF>. Presidential/Congressional Commission on Risk Assessment and Management. The Ministry of Health, does not have a preference for any specific human health risk assessment framework, but is providing this link as background information only.



Through the Health Protection Branch, the Ministry provides leadership and expertise in the development of programs, policies and legislation that protect human and environmental health, prevent harm and promote resilient communities. These actions are aimed at ensuring healthy community environments that are protected from physical, biological, and chemical health hazards.

The **Ministry of Energy and Mines** manages the responsible exploration for and other activities regarding British Columbia's energy and mineral resources. The ministry's mandate includes developing tenure, royalty and regulatory policy for BC's petroleum and natural gas industry, thereby ensuring the effective and environmentally responsible management of the Province's petroleum and natural gas resources.

The **Oil and Gas Commission** has responsibility for the regulation of the oil and gas industry for the benefit of British Columbians. This is achieved by protecting public safety, respecting those affected by oil and gas activities, conserving the environment and supporting resource development.

The **Ministry of the Environment** has responsibility for developing standards, policies, legislation and monitoring as related to air and water for the protection of human health.

The **Ministry of Forests, Lands and Natural Resource Operations** was created to deliver integrated land management services for British Columbians. It is responsible for establishing the policy and conditions for access to and use of the Province's forest, land and natural resources.

The **Ministry of Aboriginal Relations and Reconciliation** is the BC Government's lead agency for reconciling provincial interests with First Nations' Aboriginal and treaty rights. The ministry negotiates treaties and other agreements.

The **Ministry of Transportation and Infrastructure** plans transportation networks, provides transportation services and infrastructure, develops and implements transportation policies, and administers many related acts and regulations

## 3.2 Background

Public concerns, including those expressed by non-government agencies, regarding health and safety in the oil and gas sector have been expressed over a number of years in BC. In 2007 a report completed by the BC Northern Health Authority, “Population Health and Oil and Gas Activities”<sup>2</sup> summarized these concerns and provided some recommendations. These and other concerns have led the Ministry of Health, in partnership with other ministries, to undertake this three-phase project to identify, explore and assess concerns about human health risks relating to oil and gas activity in northeastern BC.

Phase 1: Included public engagement to inform the scope and terms of reference and identify concerns relating to oil and gas activity.

Phase 2: Includes a human health risk assessment based on in-scope (refer to section 3.3.1) findings from Phase 1 and the jurisdictional scan of past and current studies and reports related to human health risk with oil and gas activities (for complete details on deliverables refer to section 3.2.1).

Phase 3: The province reporting on findings to stakeholders and the public.

Phase 1 has been completed and the associated report<sup>3</sup> describes the targeted public engagement process that was followed and sets out issues of concern associated with possible human health risks, including concerns that relate to changes to land, air, water, and food quality.

### 3.2.1 Project Description

The focus of Phase 2 is to assess the human health risks identified in Phase 1. In combination with a jurisdictional scan of past and current studies and reports related to human health risk with oil and gas activities, along with the development of models to assess human health risk and a regulatory review provide where appropriate recommendations to address key human health risks associated with oil and gas activities in northeast B.C. Phase 2 is to include the following key deliverables:

- Priority for review and validation should be given to environmental pathways of exposure (air quality, water quality and quantity, land and food quality), hazards posed through environmental issues and events such as incidents, fluid releases and increased traffic with regard to possible impacts on health via the identified pathways, and the Province’s institutional framework (monitoring and compliance, regulation and enforcement, communication, emergency response planning and tracking and reporting) with respect to oil and gas operational issues (exploration and drilling, processing, wells and pipelines and transportation and traffic).

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2. Report - ([http://www.northernhealth.ca/Portals/0/About/NH\\_Reports/documents/OilandGasreport.pdf](http://www.northernhealth.ca/Portals/0/About/NH_Reports/documents/OilandGasreport.pdf))

3. The complete phase one report can be found online at: [www.health.gov.bc.ca/library/publications/index.html](http://www.health.gov.bc.ca/library/publications/index.html)

- Jurisdictional scan report of past and current studies and reports related to human health risk in relation to oil and gas activity and that are within the project scope which is defined in Section 3.3.1. Studies and reports may be from any jurisdiction and may include peer-reviewed literature, and provincial, federal and other agencies' reports and other types of grey literature. The scan should inform the recommendations of the risk assessment;
- Identification and description along with supporting rationale of the framework (methodology and procedures) for carrying out a human health risk assessment, that is inclusive of the significant public health risks identified and documented in the phase 1 report, related to air, water, land and food. The proponent is to use their human health risk assessment framework to carry out and complete a human health risk assessment. Ideally the proponent may use and build upon the methodologies and procedures from similar studies (links provided in footnotes of this document) and when appropriate incorporate modelling into their framework and assessment for instances where the required information/data is not available;
- Provide a detailed human health risk assessment report, that adheres to the proponent detailed framework and workplan;
- Review of the BC statutory, regulatory and policy framework that protects the health of the population, and where appropriate develop recommendations that will improve long-term health outcomes in northeastern BC. The extent (range of statutes, regulations and policies) of this review is defined by the project scope, detailed in section 3.3.1. The report resulting from this review, should a) identify where current statutes, regulations and policies are sufficient or exceed the necessary level for managing human health risk; b) identify gaps where statutes, regulations and policies do not currently exist for managing human health risk and c) identify where current statutes, regulations and policies may benefit from a change to enable improved management of human health risks with respect to oil and gas activities;
- A report with recommendations concerning the types of spatially enabled data that would improve efforts to monitor and manage the health of the population in northeastern BC; and
- Limited engagement of key stakeholders to validate the phase 2 approach and process (should be defined in the communication plan with details of activities identified in the workplan). A report summarizing the extent and nature of the engagement is required.

## 3.3 Project Scope/Budget

### 3.3.1 In-Scope

The scope of phase 2, should focus on the following categories of issues, environmental pathways of exposure (air quality, water quality and quantity, land and food quality), hazards posed through environmental issues and events such as incidents, fluid releases and increased traffic with regard to possible impacts on health via the identified pathways, and the Province's institutional framework (monitoring and compliance, regulation and enforcement, communication, emergency response planning and tracking and reporting) with respect to oil and gas operational issues (exploration and drilling, processing, wells and pipelines and transportation and traffic).

Phase 2 of this project is limited to the geographic area within the administrative boundaries of Local Health Areas 81, 60 and 59 of the Northeast Delivery Area of Northern Health Authority.

Key activities/deliverables that are in-scope are detailed in section “ 3.2.1 Project Description”

## 3.3.2 Out-of-Scope

The following are out of scope:

- Activities that are part of phase 3;
- Human and environmental concerns in relation to industries other than the oil and gas industry;
- Collection of data and information associated with new research;
- Cumulative effects from other activities (e.g., power generation, mining, non-oil and non-gas related transportation) that may also affect human health;
- Assessment of ecological risk in relation to the oil and gas industry and other industries;
- Community service issues and changes to community as described in the Phase 1 report;
- Any Aboriginal rights consultation currently underway or planned to be undertaken by the Province and/or the government of Canada; and
- Any current government project assessments (e.g., including but not limited to environmental assessments conducted by the BC Environmental Assessment Office and the National Energy Board of Canada).

## 3.4. Price

Provide a detailed cost breakdown for your proposal. The budget for this project is from **\$ 700,000 up to a maximum amount of \$ 900,000** (nine hundred thousand dollars) and proposal submissions must not exceed this maximum amount.

Include the hourly rate(s) of each team member and any proposed travel costs and expenses (Provide a detailed cost breakdown for Travel). All cost/price information must be in a separate and sealed envelope and not incorporated into the solution and approach and workplan components of your proponent submission. **DO NOT INCLUDE ANY COST INFORMATION IN THE BODY OF THE PROPOSAL.**

For costing purposes only, the Ministry estimates that travel to the northeastern part of the province may involve, on average, one trip per month for 5 business days (for one person) for an estimated total of 18 trips. Proponents may adjust the timing, frequency and number of persons per trip, to best suit their proposed solution and approach.

The contract will be **fixed price** and deliverable based, with key milestone payments based on receipt of deliverables over two fiscal years as key milestones are met (deliverables received). The schedule for the milestone payments will be determined by the Ministry.

**Note:** A holdback equivalent to 10 % of the Contract value will be applied to the Contract, with release of the holdback 30 days following the successful completion of all Contract deliverables.

## 4. Requirements

- a) Have a clear understanding of the required activities to be undertaken in Phase 2.
- b) Provide a detailed proponent response that meets the project goal and objectives of Phase 2.
- c) Provide a detailed description of each deliverable listed in section 3.2.1.
- d) The Proponent response may include the following listed activities (e-q) to achieve the project goal and deliverables:

### **Alternatively,**

The Proponent is allowed to suggest alternative and/or additional activities that:

- i) adhere to the project goal and objectives;
  - ii) provide at a minimum the same deliverable(s);
  - iii) keep the project cost under \$ 900,000.00 (nine hundred thousand dollars);
  - iv) add value to the project (Proponents are required to explain in detail how additional value is added to the project; and
  - v) does not increase project risk (e.g., impacting cost, delay, or deliverable quality (describe in risk management plan).
- 
- e) Proponent team members are to document their balance of public sector and private sector client consulting work, current work, and professional affiliations.
  - f) Proponent team members must declare any actual or perceived conflicts of interest and Proponent must describe, in detail how these will managed for the duration of the project (refer to Section 6.0 for further details).
  - g) Propose a team (preferably 8 or more individuals) to perform the services.
  - h) Ensure that the proposed team members have the required experience with respect to the broad categories of risk, and associated scientific expertise and experience.
  - i) Ensure that the proposed team members have the required experience to carry out the proposal.
  - j) Work off-site and be responsible for providing their own facilities, equipment and necessary supplies to perform the contracted services.
  - k) Participate in bi-weekly meetings (approximately 30-40 meetings) via telephone conference or in person at 1515 Blanshard Street, Victoria, BC.
  - l) Provide bi-weekly progress reports via email to the Ministry project manager prior to the bi-weekly meetings (covering progress, timelines, issues, concerns, and risks).
  - m) Identify a project/contract manager who will be the primary point of contact and be responsible for the successful delivery of the services.
  - n) Be capable of meeting the project timeframe and acting in a self-directed manner.
  - o) Include a detailed work and communication plan with their submission.
  - p) Be prepared for all proposed team members to sign a confidentiality/non-disclosure agreement.
  - q) Provide references (References of the highest scoring proponent may be contacted to verify statements made in their proposal and to confirm their suitability. The Ministry will not enter into Contract negotiations with any proponents whose references are found to be unsatisfactory or if the proposed strategies for identifying and managing conflicts of interest is, in the sole opinion of the Province are inadequate).

## 5. Evaluation

This section details all of the mandatory and desirable criteria against which proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

### 5.1 Mandatory Criteria

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

Criteria
A The proposal must be received at the closing location before the specified closing time.
B The proposal must be in English and must be delivered by hand or courier.
C Eight (8) hard copies of the proposal and one electronic copy on CD must be submitted with one unaltered, completed Request for Proposals cover page including an originally-signed Proponent Section with the first copy.
D Proponent must declare in writing that they will use the General Service Agreement (GSA) with no modification - refer to Appendix I.
E Proponent has provided an all-inclusive fixed price for the requirements that does not exceed the amount of \$900,000 (nine hundred thousand dollars) CDN <sup>4</sup> . <b>Proponent MUST provide all pricing and cost information in a separate sealed envelope.</b>
F. False or misleading information will automatically disqualify a proponent

<sup>4</sup> Include the hourly rate(s) of each team member and any proposed travel costs and expenses. A holdback equivalent to 10 % of the Contract value will be applied to the Contract, with release of the holdback 30 days following the successful completion of all Contract deliverables. Project budget is from \$ 700,000 to a maximum value \$ 900,000.

## 5.2 Desirable Criteria

Proposals meeting all of the mandatory criteria will be further assessed against desirable criteria.

Criterion	Weight (%)	Minimum Score
Solution and approach	35	17.5/35
Work and communication plans for the proposed approach	10	5/10
Qualifications and experience	35	17.5/35
<b>Sub-total</b>	<b>80</b>	<b>40/80</b>
Price	20	
<b>Total</b>	<b>100</b>	

Price points are based on the following formula:

<p><b>Formula:</b> <math>S = \frac{\text{Min} \times M}{P}</math></p> <p>S = score            Min = lowest priced proposal            M = total points available for price            P = price on this proposal</p>
--

The Ministry intends to enter into Contract negotiations with the highest scoring proponent. References of the highest scoring proponent may be contacted to verify statements made in the proposal and to confirm suitability. The Ministry will not enter into Contract negotiations with any proponents whose references are found to be unsatisfactory or if the proposed strategies for identifying and managing conflicts of interest is, in the sole opinion of the Province are inadequate.

## 6.0 Proposal Format

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

- a) An unaltered and completed Request for Proposals cover page, including Proponent Section as per instructions (cover page of this RFP).
- b) Table of contents including page numbers.
- c) A short (two or three pages) summary of the key features of the proposal.

- d) The body of the proposal, including pricing (separate sealed envelope – marked price), i.e. the “Proponent Response”.

In order to receive full consideration during evaluation, proposals should include a detailed response to the following:

**To Meet Mandatory Criteria:**

See Section 5.1 above.

**To Meet Desirable Criteria:**

**Solution and Approach**

- a) Describe your proposed solution and approach, focusing on how you propose to meet each of the requirements listed in Section 4 of this RFP, while also giving consideration to the following:
- Describe how your solution and approach and the resulting outcomes support the project goal and objectives, and completion of the deliverables;
  - Detail how your solution and approach is the best (advantages) for supporting Phase 2 of the project;
  - Detail how the activities in your solution and approach add value while minimizing risk to the project outcome; and
  - Where applicable with regard to your solution and approach, identify activities, you have removed from the list (refer to 4 (d) in this document). Document why you have removed these activities. Similarly, identify alternate and/or additional activities, with regard to your proposed solution and approach, and the rationale that supports these activities.
- b) Identify the project/contract manager who will be the primary point of contact and be responsible for the successful delivery of the services. Provide a rationale for the selection of this individual.
- c) Identify each project team member and his/her specific role(s) and responsibilities using a table format.
- d) In your solution and approach, include a section called project risk management strategy in which you describe your risk management strategy for delivering the Contracted services. Given adverse and/or unanticipated circumstances identify risks to the project, potential consequences and how you propose to manage the risks.
- e) Identify in detail the time commitment, resources and requirements needed from the Ministry and/or other ministries and/or agencies to make your solution and approach successful.

**Work and Communications Plans**

- a) In a second table develop a **work plan** listing your proposal activities, who will lead and participate in each activity and provide estimated time (hours) per activity for each participating team member, identify milestones and the schedule for all reports (interim and final) and deliverables.



b) In a third table develop a **communication plan** along with a brief written summary detailing how communication with stakeholders, partners and team members will be managed.

**Please Note:** The proponent will be required to maintain and regularly update, the work plan and communication plan through the term of the Contract.

### **Qualifications and Experience**

- a) Provide a company profile and business history, specifically related to the services requested in this RFP, including your understanding of the issues the project may encounter, and a statement explaining how, with your team's qualifications and experience, these issues will be addressed.
- b) Describe your qualifications and experience in relation to the range of activities and scope undertaken in this project. Ideally, each team member will have a minimum 5 years of experience in his/her area of specialization.
- c) Ideally, your proponent team will be composed of highly accomplished experts, who together as a team have a strong balance of oil and gas industry, public health, and both government and private sector consulting experience, with strong credibility in both sectors. Describe any such experience in the last five years (2006-2011).
- d) Ideally, your proponent team expertise may include the following areas of specialization: toxicology, water hydrology, geology, air monitoring, community medicine/epidemiology, geomatics, engineering, oil and gas exploration and development expertise, project management and risk management. Describe the expertise, credentials and notable accomplishments of your proposed team.
- e) Provide resumes of the proposed human resource(s) (team members), highlighting their applicable qualifications and experience as related to their roles and responsibilities on the team.
- f) Provide a minimum of three (3) company references relevant to the requirements of this project. References should provide information about the nature of the relationship with the Proponent, and the ability to carry out activities outlined in the RFP. Include contact names and current telephone numbers and e-mail addresses. The references of the highest scoring Proponent may be contacted to verify statements made in the proposal and to confirm suitability. The Ministry will not enter into Contract negotiations with any Proponent whose references are found to be unsatisfactory or if the proposed strategies for identifying and managing conflicts of interest is, in the sole opinion of the Province are inadequate. The Ministry reserves the right to contact references, other than those provided, if it deems this relevant to the evaluation process.
- g) Declare whether any team member is directly or indirectly affiliated with an individual or organization involved in oil and gas exploration, extraction, processing, advocacy or support and the nature of any potential conflict interest (refer to proponent please note following this section) with respect to the subject-matter of this RFP. Describe how you propose to manage any potential conflicts.

### **Proponents Please Note:**

It is important to the Province that any Contractor hired for the Phase 2 work is not biased toward any particular standards, regulations and policy but will ensure an objective and balanced approach. There is an inherent potential conflict of interest in the proposed work, to the extent that many potential Proponents have an existing client relationship with a number of companies working in the oil and gas industry. As select decisions made by the Contractor could potentially benefit or negatively affect existing clients, it is necessary to establish mechanisms to address any potential conflicts. These may include the use of unbiased and independent sub-contractors, erection of internal reporting structures and protocols to prevent the access and flow of information to certain company personnel and other mechanisms that should be carefully described by Proponents in their proposals. At a minimum,

proposals must include a clear strategy for declaring and managing any such potential conflicts that may arise.

# Appendix A Receipt Confirmation Form

**\*\*\*PLEASE SUBMIT IF YOU PLAN TO ATTEND THE BIDDERS' MEETING ON FRIDAY JULY 13, 2012\*\*\***

## Phase 2 – Human Health Risk Assessment of British Columbia Oil and Gas Activity

Please return this completed form by email as soon as possible to:

**Norman Helewa, Project Manager**  
**Health Protection Branch, BC Ministry of Health**  
email: [Norman.Helewa@gov.bc.ca](mailto:Norman.Helewa@gov.bc.ca)

COMPANY: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ POSTAL/ZIP CODE: \_\_\_\_\_

PROVINCE/STATE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

MAILING ADDRESS, IF DIFFERENT: \_\_\_\_\_

FAX NUMBER: ( \_\_\_\_ ) \_\_\_\_\_ PHONE NUMBER: ( \_\_\_\_ ) \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**Proponents: Please note that all subsequent information concerning this RFP will ONLY be posted on BC Bid The Ministry requests the names of attendees in advance of the Bidders meeting, as per the building security policy requirements.**

**The Ministry requests that questions of a complex nature be submitted via email no later than noon PST Wednesday July 11, 2012. The Ministry reserves the right to select which questions it shall respond to during the meeting. Responses to all other questions will be posted on BC Bid.**

### Proponents Meeting Response:

We will be sending \_\_\_\_\_ (number) representatives to the Bidders' meeting.

Names of Attendees with first and last name, position title and affiliation of each attendee)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We will not be attending but will probably be submitting a proposal.

# Appendix B- Contract Form

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province in accordance with the terms of the following draft General Service Agreement and attached Schedules, attached below.

## GENERAL SERVICE AGREEMENT



### *For Administrative Purposes Only*

Ministry Contract No.: \_\_\_\_\_

Requisition No.: \_\_\_\_\_

Solicitation No.(if applicable): \_\_\_\_\_

Commodity Code: \_\_\_\_\_

#### **Contractor Information**

Supplier Name: \_\_\_\_\_

Supplier No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

#### **Financial Information**

Client: \_\_\_\_\_

Responsibility Centre: \_\_\_\_\_

Service Line: \_\_\_\_\_

STOB: \_\_\_\_\_

Project: \_\_\_\_\_

**Template version:** June 14, 2011

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**SCHEDULE A – SERVICES**

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- Part 2 - Services
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**SCHEDULE B – FEES AND EXPENSES**

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**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the \_\_\_day of \_\_\_\_\_, 20\_\_.

BETWEEN:

@LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the “Contractor”) with the following specified address and fax number:

@ADDRESS  
@POSTAL CODE  
@FAX NUMBER

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by \_\_\_\_\_ (the “Province”) with the following specified address and fax number:

@ADDRESS  
@POSTAL CODE  
@FAX NUMBER

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 by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

#### Meaning of “record”

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

## 2 SERVICES

#### Provision of services

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

#### Term

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

#### Supply of various items

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

#### Standard of care

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

#### Standards in relation to persons performing Services

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



## Instructions by Province

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

## Confirmation of non-written instructions

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

## Effectiveness of non-written instructions

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

## Applicable laws

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

## 3 PAYMENT

### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
  - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

### Statements of accounts

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

### Withholding of amounts

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

## Appropriation

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

## Currency

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

## Non-resident income tax

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

## Prohibition against committing money

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

## Refunds of taxes

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

## 4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
    - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
    - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, 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 use, reproduce, modify and distribute that Incorporated Material; and
- (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

## **7 RECORDS AND REPORTS**

### Work reporting

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

### Time and expense records

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

## **8 AUDIT**

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

## **9 INDEMNITY AND INSURANCE**

### Indemnity

9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses 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, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of 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, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

## Insurance

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

## Workers compensation

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

## Personal optional protection

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

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

## Evidence of coverage

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

## 10 FORCE MAJEURE

### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

### Consequence of Event of Force Majeure

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

### Duties of Affected Party

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

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

### Province’s options on default

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

### Delay not a waiver

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

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

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

### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:

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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## 12 DISPUTE RESOLUTION

#### Dispute resolution process

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

#### Location of arbitration or mediation

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

#### Costs of mediation or arbitration

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

## 13 MISCELLANEOUS

#### Delivery of notices

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business

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

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

#### Change of address or fax number

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

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

#### 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, even after this Agreement ends.



## Schedules

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

## Independent contractor

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

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

## Personnel not to be employees of Province

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

## Key Personnel

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

## Pertinent information

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

## Conflict of interest

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

## Time

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

## Conflicts among provisions

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

#### Agreement not permit nor fetter

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

#### Remainder not affected by invalidity

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

#### Further assurances

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

#### Additional terms

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

#### Governing law

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

### **14 INTERPRETATION**

#### 14.1 In this Agreement:

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

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

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

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature(s)</p> <p>_____</p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>
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## Schedule A – Services

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

1. The term of this Agreement commences on \_\_\_\_\_ and ends on \_\_\_\_\_.

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

#### **Outputs**

The Contractor must

#### **Inputs**

The Contractor must

#### **Outcomes**

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

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

**Reporting requirements**

**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 documentation is incorporated by reference into this Schedule A:

**PART 4. KEY PERSONNEL:**

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

## Schedule B – Fees and Expenses

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

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$\_\_\_\_\_ 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:** \$\_\_ for performing the Services during the Term.

### **3. EXPENSES:**

\_None

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

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

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

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

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

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

## Schedule D – Insurance

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



## Schedule E – Privacy Protection Schedule

### Definitions

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

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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

### Requests for access to personal information

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

#### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. 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**

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

#### **Storage and access to personal information**

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

#### **Retention of personal information**

14. 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**

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

#### **Disclosure of personal information**

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

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

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

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

#### **Notice of unauthorized disclosure**

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

#### **Inspection of personal information**

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

#### **Compliance with the Act and directions**

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

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

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

#### **Termination of Agreement**

24. 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**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. 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

## Schedule G – Security Schedule

### Definitions

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

### Schedule contains additional obligations

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

### Services Worker confidentiality agreements

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

### Services Worker security screening

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

retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

### **Services Worker activity logging**

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

### **Facilities and Equipment protection and access control**

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

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

### **Sensitive Information access control**

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

### **Integrity of Information**

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
  - (a) remained as complete as when it was acquired or accessed by the Contractor; and
  - (b) not been altered in any material respect.

#### **Documentation of changes to processes**

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

#### **Notice of security breaches**

13. If Contractor becomes aware that:
  - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
  - (b) unauthorized access to Facilities or Equipment

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

#### **Review of security breaches**

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

#### **Retention of Records**

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

#### **Storage of Records**

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

#### **Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
  - (a) any Records in the possession of the Contractor containing Information; or



- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

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

### **Termination of Agreement**

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

### **Interpretation**

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

## SCHEDULE G – Appendix G1 – Security screening requirements

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

### Verification of name, date of birth and address

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

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

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

### Verification of education and professional qualifications

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

### Verification of employment history and reference checks

- The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

### Security interview

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

