

FRASER HEALTH AUTHORITY

REQUEST FOR PROPOSALS

for

Professional Quantity Surveyor Services

for the

**Surrey Memorial Hospital
Tower 2 Project Business Plan
Surrey, BC**

ISSUE DATE: August 28, 2024

Project Number: F532-00

Closing Time: September 18, 2024

Closing Location: *Online Bidding System*
<https://fraserhealth.bonfirehub.ca/opportunities>

Contact Person: **Elizabeth Zhu**
Email: Elizabeth.Zhu@fraserhealth.ca

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. INTERPRETATION.....	3
3. INSTRUCTIONS TO PROPONENTS.....	4
4. PROPOSAL CONTENTS	5
5. EVALUATION, SELECTION AND AWARD	6
6. GENERAL TERMS AND CONDITIONS	7
APPENDIX A: PROJECT SCOPE	11
APPENDIX B: PROPOSAL CONTENTS.....	14
APPENDIX C.1: RELATIONSHIP DISCLOSURE FORM.....	17
APPENDIX C.2: FUNDING DISCLOSURE FORM	18
APPENDIX D: REIMBURSABLE EXPENSES	19
APPENDIX E: SUBMISSION INSTRUCTIONS	22
APPENDIX F: GENERAL SERVICE AGREEMENT	
APPENDIX G: CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT	

1. INTRODUCTION

1.1 Purpose

Fraser Health Authority (the “**Authority**”) has issued this Request for Proposals (“**RFP**”) for the purpose of inviting proposals from qualified consultants to undertake the services described in Appendix A to this **RFP** (the “**Services**”) with respect to the Surrey Memorial Hospital Tower 2 (the “**Project**”).

More information about the *Project* and the *Services* is set out in Appendix A.

1.2 Form of Contract

The *Authority* intends that the contract between the successful *Proponent* and the *Authority* will be based on the General Service Agreement included in Appendix F.

1.3 Restricted Parties

The successful *Proponent* may become Restricted Parties and may not be permitted to join as part of any Design Build or Public Private Partnership consortium competing in any selection process for the procurement of the Surrey Memorial Hospital – Tower Two Project.

2. INTERPRETATION

2.1 Defined Terms

In this RFP:

“**Authority**” has the meaning set out in section 1.1 of this *RFP*;

“**Closing Time**” means the time and date indicated as such on the cover page of this *RFP*;

“**Contact Person**” means the person identified as such on the cover page of this *RFP*;

“**Contract**” means a written contract between the Authority and a Preferred Proponent to perform the Services for a Project, the form of which is described in Section 1.2 of this *RFP*;

“**Evaluation Committee**” has the meaning set out in section 5.1 of this *RFP*;

“**Managing Consultant**” has the meaning as defined in AIBC Standard Form of Contract 6C between *Client* and *Consultant*;

“**Online Bidding System**” has the meaning set out in Section 3.1 of this *RFP*;

“**Preferred Proponent**” means a *Proponent* selected by the *Authority* to enter into negotiations for a *Contract*.

“**Project**” has the meaning set out in section 1.1 of this *RFP*;

“**Proponent**” means an entity that submits a *Proposal*;

“**Proponent’s Project Team**” means the team proposed by the *Proponent* to perform the Services as set out in this *RFP*;

“**Proposal**” means a proposal submitted in response to this *RFP*;

“**RFP**” has the meaning set out in section 1.1 of this *RFP*;

“**Services**” has the meaning set out in section 1.1 of this *RFP*;

2.2 Industry Meanings

Words and phrases used in this *RFP* that are not expressly defined in this *RFP* and that have acquired special meanings as generally known in the health care industry will be given such special meanings.

3. INSTRUCTIONS TO PROPONENTS

3.2 Closing Time and Location

Proponents must submit their *Proposals* electronically using the *Authority*’s online bidding system website: <https://fraserhealth.bonfirehub.ca/opportunities> (the “**Online Bidding System**”).

Proposals must be received by the *Online Bidding System* on or before the *Closing Time*.

3.2 Submission Instructions

Proponents should submit their *Proposals* in accordance with Appendix E (Submission Instructions).

3.3 Faxes and E-mails

Facsimile or e-mail transmissions of *Proposals*, or amendments to *Proposals*, will not be accepted.

3.4 Late Proposals

Proposals received after the *Closing Time* will not be accepted or considered.

3.5 Amendments to Proposals

Proposals may be amended but any amendment to a *Proposal* must be received by the *Online Bidding System* before the *Closing Time*.

3.6 Inquiries

Proponents should direct all inquiries regarding the *RFP*, including with respect to the *Services*, to the *Contact Person* by email to the email address set out on the cover page of this *RFP*.

Inquiries and responses may be recorded and may be distributed to all *Proponents* at the discretion of the *Authority*. Information obtained from any person or source other than the *Contact Person* may not be relied upon.

3.7 Discrepancies, Omissions and Questions

Proponents finding discrepancies, omission, ambiguities, or conflicts in this *RFP*, or having doubts as to the meaning or intent of any provision, should immediately notify the *Contact Person* in accordance with section 3.6. The *Contact Person* will review such submissions and, if the *Authority* determines that an amendment is required to this *RFP*, the *Contact Person* will issue an addendum in accordance with section 3.8.

3.8 Addenda

If the *Authority* determines that an amendment is required to this *RFP*, the *Contact Person* will issue a written addendum and post it to the *Closing Location*. Each addendum will be incorporated into and become part of the *RFP*. No oral conversation will affect or modify the terms of this *RFP* or may be relied upon by any *Proponent*. No amendment of any kind to the *RFP*, whether in writing or oral, is effective unless it is contained in a written addendum issued by the *Contact Person*.

3.9 Site Visit(s)

The *Authority* has not arranged a site visit prior to the contract award. Site visits will be arranged with the successful *Proponent*.

3.10 Proposal Validity Period

Proponent's pricing should remain valid for sixty (60) business days from the closing date of the *RFP*. In the event that the *Authority* requires more time than the sixty (60) business days as identified, additional time will be requested.

4. PROPOSAL CONTENTS (also see Appendix B)

4.1 Proposal Contents

Proposals should include responses to the items in Appendix B in the order listed, cross-referencing any attachments included in the *Proposal* to the corresponding paragraph number in Appendix B.

4.2 Additional Information

A *Proponent* may at its election submit information that is additional to that specifically requested in Appendix B, but should include any such additional information in a separate section of the *Proposal*. The *Evaluation Committee* may, but is not bound to, consider and take into account additional information, if any, that is included in a *Proposal*.

4.3 Suggested Page Limit

Proponents are encouraged to limit *Proposals* to no more than 20 single-sided pages, excluding resumes and appendices.

4.4 Relationship Disclosure Form

Proponents should include with their *Proposals* a completed copy of Appendix C.1 (Relationship Disclosure Form).

Each *Proponent*, including each member of a *Proponent's* team, is expected to fully disclose all relationships they may have with the *Authorities* (as defined in Appendix C.1) or any staff or former staff of the *Authorities* or any other person who has been involved in the *RFP* or the design, planning or implementation of the Project.

With any relationship disclosure, the *Proponent* should include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as may be applicable. The *Proponent* will provide such additional information and documentation and implement such additional measures as the *Authority* may require in its discretion in connection with the *Authority's* consideration of the disclosed relationship and proposed measures.

4.5 Funding Disclosure Form

Proponents should include with their *Proposals* a completed copy of Appendix C.2 (Funding Disclosure Form).

5. EVALUATION, SELECTION AND AWARD

5.1 Evaluation Committee

The evaluation of *Proposals* will be undertaken on behalf of the *Authority* by an evaluation committee ("**Evaluation Committee**") appointed by the *Authority*. The *Evaluation Committee* may consult with others as the *Committee* may in its discretion decide is required; including the *Authority* staff members and third party consultants. The *Evaluation Committee* will provide a recommendation for the selection of a preferred *Proponent* to the *Authority*.

5.2 Evaluation Criteria

The *Evaluation Committee* will compare and evaluate *Proposals* to determine the *Proposal* which is most advantageous to the *Authority*, using the following criteria:

Evaluation Criteria	Weighting
<u>Experience and Capability of <i>Proponent</i> and <i>Proponent's Project Team</i></u> – the <i>Evaluation Committee</i> will consider the <i>Proponent's</i> responses to the following sections of Appendix B (Proposal Contents): <ul style="list-style-type: none"> Section 3 - Organizational Structure Section 4 - Firm Experience Section 5 – Key Personnel Experience 	40 points
<u>Approach and Methodology</u> – the <i>Evaluation Committee</i> will consider the <i>Proponent's</i> response to the following sections of Appendix B (Proposal Contents): <ul style="list-style-type: none"> Section 6 - Approach and Methodology Section 7 – Value Added Services 	40 points
<u>Financial</u> - the <i>Evaluation Committee</i> will consider the <i>Proponent's</i> response to the following section of Appendix B (Proposal Contents): <ul style="list-style-type: none"> Section 8 – Financial 	20 points
TOTAL	100 points

5.3 Clarifications

The *Evaluation Committee* may, at its discretion, request clarifications from a *Proponent* with respect to its *Proposal*, and the *Evaluation Committee* may make such requests to only selected *Proponents*. The *Evaluation Committee* may consider such clarifications in evaluating *Proposals*.

5.4 Interviews

The *Evaluation Committee* may, at its discretion, invite some or all of the *Proponents* to appear before the *Evaluation Committee* to provide clarifications of their *Proposals*. In such event, the *Evaluation Committee* will be entitled to consider the answers received in evaluating *Proposals*.

5.5 Selection and Contract Negotiation

If, following the evaluation and recommendation of the *Evaluation Committee*, the *Authority* selects a *Preferred Proponent* then the *Authority* will invite the *Preferred Proponent* to enter into negotiations to finalize a *Contract*. The *Contract* will be generally in the form and on the terms described in Section 1.2 of this *RFP* and with such further amendments (if any) as are proposed by the *Proponent* in its *Proposal* (see [Section 8.4] of Appendix B) and accepted by the *Authority* (the *Authority* is not obligated to accept any proposed amendments or contract terms), or as are proposed by the *Authority* and agreed to by the *Proponent*.

Award of a contract is in all cases conditional on the *Proponent* agreeing to a contract on terms and conditions that are acceptable to the *Authority*.

If negotiations with a *Preferred Proponent* are not successful within such time period as the *Authority* may require, or if at any time the *Authority* reasonably concludes that a mutually acceptable contract is unlikely to be reached for a *Project*, then the *Authority* may discontinue talks with the *Proponent* by written notice to the *Proponent*, and the *Authority* may:

- (a) invite another *Proponent* to enter into negotiations to finalize a *Contract* in accordance with the foregoing process; or
- (b) terminate this *RFP* and proceed with the *Services* in any manner the *Authority* may decide is required.

5.6 Debriefing

If a *Contract* is awarded, an unsuccessful *Proponent* may request a debriefing at which the *Authority* will generally explain why the *Proponent's Proposal* was not successful. If a *Proponent* requests a debriefing:

- (i) A debriefing will be solely between the *Authority* and the *Proponent* requesting the debriefing; and
- (ii) A debriefing will not include disclosure or discussion of any other *Proponent's Proposal*.

6. GENERAL TERMS AND CONDITIONS

6.1 Reservation of Rights

This *RFP* is not a tender and does not commit the *Authority* to select a *Preferred Proponent*, accept any *Proposal*, proceed to negotiations for a *Contract* or award any contract. The *Authority* reserves the right in its discretion to:

- (a) cancel the *RFP* at any time for any reason;
- (b) modify any aspect of this *RFP* by addendum, including the scope of the *Services* or the *Project*, any date, time period or deadline, or any other term of this *RFP*;
- (c) accept or reject any *Proposal* based on the *Authority's* evaluation of the *Proposals* in accordance with this *RFP*;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a *Proposal* or failure to comply with the requirements of this *RFP* and accept that *Proposal*;
- (e) reject, disqualify or not accept any or all *Proposals* without any obligation, compensation or reimbursement to any *Proponent* or any of its team members;
- (f) negotiate any aspects of a *Proponent's Proposal*; and

- (g) re-advertise for new *Proposals* to this or a modified *RFP*, call for quotes, proposals or tenders, or enter into negotiations for services of a similar nature.

6.2 Proponent's Expenses

Proponents are solely responsible for all their own costs and expenses in relation to this *RFP*, including the cost of preparing and submitting a *Proposal*, attending information meetings if applicable, attending interviews or meetings with the *Authority* during the evaluation of *Proposals*, and negotiating, finalizing and executing of a *Contract* with the *Authority* if the *Proponent* is selected as the preferred *Proponent*.

6.3 No Claims

By submitting a *Proposal*, each *Proponent*:

- (a) agrees that the *Authority* and its employees, advisors and representatives will not under any circumstances be liable for any costs, expenses, claims, losses, damages or liabilities which are or may be incurred or suffered by any *Proponent* arising from or in any way connected to the *RFP* including if the *Authority* accepts a materially non-compliant proposal or otherwise breaches any express or implied term of the *RFP*; and
- (b) waives any and all claims against the *Authority* or any of its employees, advisors or representatives.

6.4 Liability for Errors

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

6.5 Confidentiality

Proposals will be treated in confidence. The *Authority* will not release to the public any specific information regarding any *Proposal* except as may be required by law. *Proponents* will treat all information received through the *RFP* process as confidential.

6.6 Freedom of Information and Protection of Privacy Act (FOIPPA)

The *Authority* is subject to legislation governing the protection of personal privacy and as such, records are subject to access under FOIPPA. FOIPPA governs the collection, use, retention, security, and disclosure of personal information managed by public organizations. FOIPPA also applies to all electronic information accessed or submitted by *Proponents*. If *Proposals* contain protected, proprietary or confidential information, *Proponents* should identify the specific issue or information and provide supporting reasons why the *Authority* should NOT release this information if requested by FOIPPA inquiry.

6.7 Ownership of Proposals

All *Proposals* submitted become the property of the *Authority*.

6.8 Working Language

The working language of the *Authority* is English. *Proposals* should be written in English. Information in any other language will not be reviewed.

6.9 Canadian Free Trade Agreement (CFTA)

This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement.

6.10 New West Partnership Trade Agreement - (NWPTA)

The *Authority* and this *RFP* is subject to the terms and conditions of the New West Partnership Trade Agreement (NWPTA) between British Columbia, Alberta and Saskatchewan.

6.11 Policies and Standards

This RFP is subject to Policies and Standards posted at Fraser Health website.

<http://www.fraserhealth.ca/about-us/business-opportunities/>

6.12 Agreement to RFP Terms

By submitting a *Proposal*, the *Proponent* confirms that it has read, and agrees to be bound by, the *RFP* and any Addenda.

6.13 Online Bidding System

By submitting a *Proposal*, each *Proponent* agrees to the following terms related to use of the *Online Bidding System*:

- (a) Compatibility of *Proponent's* Computer System. Each *Proponent* is solely responsible for ensuring that its computer hardware and software are compatible with that required to use *the Online Bidding System*.
- (b) Online Documents and Communications. Each *Proponent* acknowledges that online documents and / or communications may be distorted in the process of transmission or may be displayed differently to different *Proponents* for technical reasons related to their computer systems. It is the responsibility of each *Proponent* to ensure it has received all information related to this *RFP* and the accuracy of all documents and communications the *Proponent* provides to the *Authority*.
- (c) Access Information Security. Each *Proponent* will keep its ID, password, personal identification number and / or online signature (collectively the "**Access Information**") strictly confidential, and will notify the Contact Person and the *Authority's* service provider Bonfire at Support@GoBonfire.com promptly if any such information is lost or stolen or if the *Proponent* becomes aware of any unauthorized use of the *Online Bidding System* or Access Information. Each *Proponent* warrants that it has put in place, and will at all times maintain, reasonable security procedures regarding use of the *Online Bidding System*. The *Authority* will not be responsible to confirm the identity or authority of any individual using the *Online Bidding System*, and is under no obligation to confirm the actual identity or authority of any individual using the *Proponent's* Access Information.
- (d) No Warranties. The *Online Bidding System* is provided on an as is, as available basis. The *Authority* specifically disclaim any warranties, representations and conditions of any kind, whether express or implied, including without limitation implied warranties, representations and conditions of non-infringement, availability, security, reliability, accuracy, fitness for a particular purpose or merchantability.

- (e) **Limitation of Liability.** The *Authority*, and any employee, agent or representative of any of them, cannot guarantee continual, uninterrupted or error free service as disruptions or malfunctions may delay, interfere with or disrupt the online bidding process, including the online transmission and receipt of *Proposals*. Each *Proponent* that uses the *Online Bidding System* acknowledges that the submission of *Proposals* is conducted online and relies on hardware and software that may malfunction without warning. Without limiting section 6.3 of this *RFP*, no *Proponent* will have any claim against the *Authority* for compensation as a result of the disruption or malfunction of the *Online Bidding System*, including in relation to: (i) inability to access or use or delays in accessing or using the *Online Bidding System*; (ii) unauthorized access to, use, disclosure, or alteration of information submitted by a *Proponent*, or unauthorized use or misuse of any *Access Information*; (iii) acts of any third party using the services; or (iv) any other matter relating to the services or the content accessible through use of the *Online Bidding System*.

6.14 Reservation of Rights Related to Conflicts of Interest / Unfair Advantage

The *Authority* reserves the right to disqualify any *Proponent* that in the *Authority's* opinion has a conflict of interest or an unfair advantage, whether real, perceived, existing now or likely to arise in the future, or may permit the *Proponent* to continue and impose such conditions as the *Authority* may consider to be in the public interest or otherwise required by the *Authority*. Refer to Sections 4.4 and 4.5 above regarding relationship and funding disclosure forms.

APPENDIX A: PROJECT OVERVIEW and SCOPE of SERVICES

Background:

The Surrey Memorial Hospital (“SMH”) Tower Two Project (the Project) focuses on development of an Acute Care Tower potentially in the geographical area of the Charles Barham Pavilion on the existing campus. The Project is defined in the SMH High Facilities Master Plan that was completed in 2024. The Master Plan contemplates adding a new acute care tower on the campus. The Facilities Master Plan suggests two levels of parking below grade. The Surrey Memorial Hospital is in need to provide capacity to serve the rapidly growing population.

Operating approximately 740 beds (including 54 nurse and 36 NICU beds), Surrey Memorial Hospital is the largest of three regional hospitals in Fraser Health’s integrated network of care, providing primary, secondary, and tertiary services, including 24/7 emergency.

2. PROJECT OVERVIEW

The SMH Facilities Master Plan proposes a significant redevelopment of the Surrey Memorial Hospital campus with the decant and demolition of the Charles Barham Pavilion and Energy Center expansion; the addition of a new Acute Care Tower, to be located within the SMH campus at the current location of the Charles Barham Pavilion. This is based on the High-Level Facility Master Plan for SMH completed in 2024. The proposed project scope will include significant capital investment in a new 9-storey, seismically sound, state-of-the-art Acute Care Tower, providing space for the services as detailed in section 2.1 below.

A key assumption is that the Business Plan will advance the planning analysis already completed to-date. This RFP focuses on preparation of cost estimates for the Project, an important part of the Business Plan that will inform the Project budget development process.

2.1 High-level Project Scope

The proposed Project Scope will include the following services:

Energy Center Expansion & Perimeter Duct Bank Construction – The Energy Center Expansion will be in the area of Tower F.

Emergency Department, Pediatrics – relocate and expand from current footprint (CCT Level 1).

Medicine/MHSU/Surgical Inpatient Beds – expansion of inpatient beds.

- Medicine/MHSU
- Surgical
- Stroke
- Dialysis capabilities.

Perioperative Services

- Additional Operating Rooms and pre/post recovery beds.

Maternity Infant Child & Youth Services (MICY) – expansion of MICY inpatient beds.

- Obstetrics beds
- NICU beds
- Consideration of tertiary level women's health clinics
- Pediatric inpatient beds

Medical Imaging

- Interventional Radiology suite

Medical Device Reprocessing Department (MDRD) – Appropriately sized MDRD within the new Acute Care Tower that will address capacity, flow and infection control issues.

Loading/Logistics/In Hospital Replenishment/Housekeeping/Laundry and Linen/Food Services – Appropriately sized and located within the new Acute Care Tower if required.

Clinical Support Services as required (Biomedical Engineering, Pharmacy, Lab, Allied Health) – possible expansion of clinical support services/staff administrative spaces to support the additional inpatient bed expansion.

Physician Support Spaces – expansion of physician on-call rooms.

Learning Spaces – training and educational spaces to support the SMH campus.

Enabling Technologies – design to accommodate and support advanced communications and information transfer technologies such as clinical information system/electronic health record, WiFi, communication devices (e.g., Vocera, intercoms, etc.), leveraging Virtual Care, patient, instrument and equipment tracking (e.g., RFID technology), pneumatic tube circulation, and a Bed Management system.

2.2 Project Schedule

The successful Proponent is required to ensure that they will have sufficient capacity, dedicated manpower and resources to undertake the *Project* and deliverables to meet the schedule. The overall anticipated duration of the services is outlined in the table below:

Scope	Estimated Timeframe
Class D Cost Estimate	November 2024
Prepare Class C Cost Estimate	February – March 2025
Review Cost Estimate with Project Team	March 2025
Finalize Class C Cost Estimate and QS Cost Report	

Note: The table above with the outlined task durations will be validated with successful proponent.

2.4 Additional Project Reference Documents

Additional Project reference documents will be made available to interested Proponents. In order to receive the documents, the Proponent shall email a signed copy of the Confidentiality and Nondisclosure agreement (**See Appendix G**) to the Contact Person no later than 5 business days before the Closing Time.

3. **SCOPE OF SERVICES**

The *Services* (the “**Services**”) are professional Quantity Surveyor Consulting services to support the Business Plan development of the Project. The *Services* includes but is not limited to:

- a. Review of existing Project material.
- b. Preparation of draft Class D cost estimates based on the Functional Program and other relevant available documents.
- c. Preparation of detailed Class C Cost Estimates for review based on the Project’s Indicative Design.
- d. Review of draft cost estimate with the Project Team.
- e. Preparation, revising and finalization of draft QS Cost Report.
- f. Recommendations for cost reductions including alternative configurations, materials and systems to maintain Project budget as required.
- g. The consultant shall synthesize and incorporate the findings of all Consultants’ works/details/specs related to this Project in a collaborative manner.
- h. Identification of potential Project cost risks and recommendation of mitigation strategies.
- i. Provision of ongoing cost advice as required by the Project.
- j. Assessment of Project design and construction timeline.
- k. Provision of design and construction escalation rates and monthly cashflow.
- l. Participation in a qualitative and a quantitative risk workshop, respectively.
- m. Provide an Excel version of the Capital Cost Estimates.
- n. Participation in Q&A sessions with the Project Team and/or Ministry of Health for any clarifications or further information required.
- o. Revisions to the cost report as required to respond to MoH requirements.

APPENDIX B: PROPOSAL CONTENTS

1. Executive Summary

1.1 Provide a brief 1-2 page overview of the key components of the *Proponent's Proposal*, emphasizing the primary strengths of the *Proponent's Project Team*.

2. Name(s) and Contact Information

2.1 Provide the *Proponent's* legal and business name, locations (mailing & street addresses), phone, fax, toll free phone number and website address.

2.2 Provide the name, title, address, telephone/fax numbers and e-mail address of the primary *Proponent* contact that will have overall responsibility for the execution of the *Contract* responsibilities.

3. Organizational Structure

3.1 Provide a brief description of the *Quantity Surveyor Consultant firm* and any *sub-consultant* firm(s) that form the *Proponent's Project Team*. The description should include:

3.1.1 an overview of each firm that outlines information about the company size (i.e.. overall number of staff, and years in business, etc.);

3.1.2 information that confirms that each firm has the staffing capacity to complete this *Project* to meet the scope and target timelines.

3.2 Provide an organizational structure chart that identifies the relationships and roles of each of the firms named as part of the *Proponent's Project Team*.

4. Firm Experience

4.1 Provide an overview of each firm's experience with similar projects, including:

4.1.1 a summary of relevant firm experience from the past ten (10) years on acute care healthcare projects or other projects of equal/greater complexity; and,

4.1.2 if any of the team members named in Section 5 were part of any of these projects highlighted for each firm, please note their name and role beside each project in the firm's portfolio that is listed.

5. Key Personnel Experience

5.1 Provide an overview of each firm's key personnel that will be involved in this *Project* including:

5.1.1 their name, title, firm name and professional designations (as applicable);

5.1.2 their tenure with the firm;

5.1.3 their specific role(s) on this *Project*; and,

5.1.4 a summary of relevant experience from the past ten (10) years on healthcare projects or projects of equal/greater complexity. Include the name, size, value, year, location of the project, as well as the individual role in the project.

Note: Detailed resumes can form part of the Appendix as was previously noted in the main body of this RFP in Section 4.3.

6. Approach and Methodology

- 6.1 Generally *Proposals* should demonstrate that the *Proponent* fully understands and appreciates the nature of the scope of the *Services* and has the qualifications and experience to perform the *Services*.
- Describe the *Proponent's* approach, methodology and outputs in providing the *Services*. Provide milestone deliverables, to permit the *Authority* to be able to monitor progress of the *Services as set out in Appendix A section 3*.
- 6.3 Demonstrate an understanding of the required project schedule, indicating how the various milestone dates outlined as part of this RFP will be met.

7. Value Added Services: (Include these as part of the Fixed-Fee Proposal)

- 7.1 *Proposals* should delineate any “value added services” that the firms or team members will bring to this *Project*. This summary should outline how this “value added service” will be beneficial to the *Project* and or the *Authority*.
- 7.2 For clarity and consistency, the impact or benefit of “value added services” should not be factored into section 6 (Approach and Methodology). However, in this Section 7 the *Proponent* should describe and outline how each “value added service” will positively impact the *Project* with respect to budget, schedule, operations, lifecycle, etc. This will allow the *Authority* to evaluate the benefits of the proposed “value added services”. “*Value added services*” noted in *Proposals* should, as appropriate, challenge current business practices and identify creative ‘best practices’ which may benefit both the *Authority* and the *Proponent*.

8. Financial Proposal

8.1 General

All proposed fees and charges referred to in *Proposals* should be in Canadian dollars and include all applicable taxes and charges except for Goods and Services Tax (GST), which should be identified separately.

8.2 Fixed Fee

- (a) Provide the *Proponent's* proposed fixed fee for the *Services* for the *Project*. Any “Value added services” proposed by the *Proponent* should be included as part of the fixed-fee proposal.
- (b) Provide estimate of reimbursable expenses for the *Project*, (See Appendix ‘D’ - “Reimbursable Expenses”).

8.3 Additional Services

- (a) Provide hourly rates that will apply for any Additional Services.

8.4 Terms of Contract

Identify any variations that the *Proponent* wishes to propose to the *Services* or to the terms and conditions of the *Contract(s)*. Any proposed changes will be considered in evaluation of *Proposals*, and *Authority* is not bound to accept any proposed variations.

Proponents should note that the *Authority* does not consider the terms and conditions pertaining to indemnity, liability, insurance and privacy to be negotiable.

APPENDIX C.1: RELATIONSHIP DISCLOSURE FORM

The *Proponent* declares on its own behalf and on behalf of each member of the *Proponent's* team that:

- a) this declaration is made to the best of the knowledge of the *Proponent* and, with respect to relationships of each member of the *Proponent's* team, to the best of the knowledge of that member.
- b) the following is a full disclosure of all known relationships that the *Proponent* and each member of the *Proponent's* team has, or has had, with:
 - i. the *Authority*;
 - ii. any employees of the *Authority*;
 - iii. any former employees of the *Authority* who ceased to hold such position within one calendar year prior to the *Closing Time*; and/or
 - iv. any other person who, on behalf of the *Authority*, has been involved in the *RFP* or the design, planning or implementation of the *Project*.
 - v.

Name of Proponent Team member	Name of Party with Relationship (e.g., list Authority, employee of Authority, etc.)	Details of the Nature of the Relationship
e.g. John Smith	Authority	Employee of Authority from 19XX – 20XX
e.g. Firm Name Ltd.	Authority	Firm Name Ltd. is working with Authority on Project X.

(Each *Proponent* Team should submit one form. Add additional pages as may be required. Disclosures for a company only need to be provided once and not repeated for every individual of that company).

NAME OF PROPONENT

Address

Email Address

Telephone

Name of Authorized Signatory for *Proponent*

Signature

APPENDIX C.2: FUNDING DISCLOSURE FORM

The *Proponent* declares on its own behalf and on behalf of each member of the *Proponent's* team that the following is a full disclosure of all funding support (including gifts), if applicable, that has been provided by the *Proponent* or any member of the *Proponent's* team to the *Authority* during the 3 (three) year period prior to the date of issuance of this *RFP*.

TYPE OF FUNDING SUPPORT	SITE/ LOCATION	DEPARTMENT	RECIPIENT	MARKET VALUE
Capital Equipment				
Seminars				
Travel				
Supplies				
Educational Support				
Research Support <ul style="list-style-type: none"> • Drug Trials • Projects • Publications • Other 				
Major Donations				
Other Funding (specify)				
Corporate Agreement				
TOTAL				

NAME OF PROPONENT

 Address

 Email Address

 Telephone

 Name of Authorized Signatory for *Proponent*

 Signature

APPENDIX D: REIMBURSABLE EXPENSES

The following guidelines note allowable expenses for Consultants contracted with the *Authority*.

April 2022 Edition

1. Communications and Shipping Expenses

Allowable expenses are as follows:

- (a) The only reimbursable portion of fax charges is the actual costs of the long distance call.
- (b) Telephone calls are only reimbursable with proper receipts.
- (c) Only reasonable courier costs required to expedite the project are accepted. Complete backup is required with all claims. No "rush" packages are acceptable unless requested by the *Authority*.
- (d) Acceptable photocopy charges are:
 - 50 copies and less, max \$0.20 /copy.
 - 51 copies and more, max \$0.08 /copy.

2. Computer Plotting and Word Processing Charges

Both charges are considered to be overhead expenses and therefore not acceptable as a reimbursable expense.

3. Document Reprographics

Consultants' "in-house" printing/plotting is considered to be an overhead expense and therefore not acceptable as a reimbursable expense. Printing of document sets (drawings and specifications) for major project milestones such as the Pre-tender, Tender and Post Tender phases are considered reimbursable expenses. A corporate rate has been negotiated for document printing with PacBlue Digital Reprographics Inc. The *Authority* requests that printing of all documents that will be claimed as reimbursable be arranged through the PacBlue service.

4. Hourly Rates

- (a) Principal as per agreement to a maximum of \$240.00 per hour
- (b) Staff at approved hourly rates:
 - principal architect and engineer to a maximum of \$240.00 per hour.
 - Acceptable staff hourly rates should not exceed principal rates.

5. Travel, Lodging, Meals and Car Expenses

The current rates that apply to consultants are the travel expenses for non-BC government employees listed in the attached Appendix 1 – Group 2 Rates.

APPENDIX 1 - Group 2 Rates

EXPENSES FOR CONSULTANTS

The following are allowable expenses for Consultants. All expenses must be paid by the Consultant - expenses cannot be direct billed to the *Authority* except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose. The Consultant will be entitled to a 5% mark-up on all expenses for administration and handling.

TRAVEL EXPENSES

The contractor must be outside their headquarters area (i.e.: 32 kilometers from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective April 1, 2010 the following meal allowances can be claimed which must not exceed \$48.25 per day (receipts are not required):

Breakfast only \$22.00 claim if travel starts before 7 a.m. or ends after 7 a.m.

Lunch only \$22.00 claim if travel starts before 12 noon or ends after 12 noon.

Dinner only \$28.50 claim if travel starts before 6 p.m. or ends after 6 p.m.

Breakfast and lunch only \$30.00 see above

Breakfast and dinner only \$36.50 see above

Lunch and dinner only \$36.50 see above

Full day \$48.25

2. Mileage Rates When Using Private Vehicle:

Effective March 31, 2010 the private mileage allowance is \$.51 per kilometer (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Avis Canada Ltd., B.C. Car & Truck Rental, Best Choice Auto Rentals, Budget Rent-a-Car of BC Ltd., Discount Car & Truck Rental, Hertz Canada Ltd., National Car Rental Inc. and Thrifty Canada Ltd. are to be used. Other rental firms are to be used only when these firms cannot supply vehicles. Contractors and non-employees should ask for the government rate. Receipts/copies of receipts are required.

PAI (personal accident insurance) will not be reimbursed.

CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from one of the above companies located outside B.C.; or when renting from any other firm (both in and outside B.C.).

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required). The maximum amounts that may be claimed for hotel/motel are:

Summer (May 1 to September 30):

- \$145 plus tax in Greater Vancouver (which includes Vancouver, North Vancouver, West Vancouver, Richmond, Delta, Burnaby, New Westminster, Coquitlam, Port Coquitlam, White Rock, and Surrey);
- \$135 plus tax in Greater Victoria (which includes Victoria, Saanich, Esquimalt and Oak Bay);
- \$100 plus tax in Whistler; and
- \$100 plus tax in all other areas of the province.

Winter (October 1 to April 30):

- \$100 plus tax in Greater Vancouver;
- \$90 plus tax in Greater Victoria;
- \$100 plus tax in Whistler area; and
- \$85 plus tax in all other areas of the province.

These limits may be exceeded in exceptional circumstances if prior the *Authority's* approval is obtained. Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

b) **Private lodging** (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when traveling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. Consultants are required to travel out-of- province, a Travel Authorization form approved by the *Authority* must accompany the expense claim.

OTHER EXPENSES:

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the *Authority*, not the Consultant).

2. GST: Will be shown as a separate line item following all expenses and mark ups.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Misc. expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the *Authority's* project manager **before** incurring any misc. expenses.

APPENDIX E: SUBMISSION INSTRUCTIONS

APPENDIX E: Submission Instructions

Please follow these instructions to submit via our Public Portal.

1. Document Availability: the RFP documents are available for download at <https://fraserhealth.bonfirehub.ca/opportunities>

2. Prepare your submission materials:

Proponents should prepare their Proposals using the following file names, content and format:

Name	Type	# Files	Requirement
Technical Submission	File Type: PDF (.pdf)	1	Include your response to sections 1 – 7 of Appendix B (Proposal Contents)
Financial Submission	File Type: PDF (.pdf)	1	Include your response to section 8 of Appendix B (Proposal Contents)
Appendix C.1 and Appendix C.2	File Type: PDF (.pdf)	1	Include signed copies of Appendix C.1 and Appendix C.2

Important Notes:

- The maximum upload file size is 100 MB.
- Please do not submit ZIP files. ZIP files may not be received or evaluated.
- Please do not embed any documents within your uploaded files, as any such embedded files may not be accessible or evaluated.

3. Upload your submission at: <https://fraserhealth.bonfirehub.ca/opportunities>

Your submission must be uploaded, submitted, and finalized on or before the *Closing Time*. We strongly recommend that you give yourself sufficient time and **at least ONE hour** before *Closing Time* to begin the uploading process and to finalize your submission.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. If you do not receive an email confirmation please contact Support@GoBonfire.com

Important Notes:

Each item submitted is instantly sealed and will only be visible after *the Closing Time*.

Proposals will be opened by the *Authority* after the *Closing Time*.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Need Help?

The Online Bidding System is administered by the Authority's service provider Bonfire. Please contact Bonfire at Support@GoBonfire.com if you have any technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

GENERAL SERVICE AGREEMENT

<i>For Administrative Purposes Only</i>
<i>FMP No.:</i> __
<i>PO No. (if applicable):</i> _____
<i>Project No. (if applicable):</i> _____
<i>Project Name:</i> _____
 <i>Contractor Information</i>
<i>Contractor Name:</i> _____
<i>Telephone No.:</i> _____
<i>E-mail Address:</i> _____
<i>Province GSA Template version: February 20, 2020</i>

TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions	1
	1.1 General.....	1
	1.2 Meaning of "record"	2
2.	Services	2
	2.1 Provision of services.....	2
	2.2 Term	2
	2.3 Supply of various items.....	2
	2.4 Standard of care	2
	2.5 Standards in relation to persons performing Services.....	2
	2.6 Instructions by Health Organization	2
	2.7 Confirmation of non-written instructions.....	2
	2.8 Effectiveness of non-written instructions.....	2
	2.9 Applicable laws.....	2
3.	Payment	3
	3.1 Fees and expenses.....	3
	3.2 Statements of accounts.....	3
	3.3 Withholding of amounts.....	3
	3.4 Appropriation	3
	3.5 Currency	3
	3.6 Non-resident income tax	3
	3.7 Prohibition against committing money	3
	3.8 Refunds of taxes.....	4
4.	Representations and Warranties	4
5.	Privacy, Security and Confidentiality	4
	5.1 Privacy	4
	5.2 Security	4
	5.3 Confidentiality	4
	5.4 Public announcements.....	5
	5.5 Restrictions on promotion	5
6.	Material and Intellectual Property	5
	6.1 Access to Material.....	5
	6.2 Ownership and delivery of Material.....	5
	6.3 Matters respecting intellectual property	5
	6.4 Rights relating to Incorporated Material.....	5
7.	Records and Reports	6
	7.1 Work reporting	6
	7.2 Time and expense records.....	6
8.	Audit	6

9.	Indemnity and Insurance	6
	9.1 Indemnity	6
	9.2 Insurance.....	6
	9.3 Workers compensation	6
	9.4 Personal optional protection	6
	9.5 Evidence of coverage	7
10.	Force Majeure	7
	10.1 Definitions relating to force majeure	7
	10.2 Consequence of Event of Force Majeure	7
	10.3 Duties of Affected Party	7
11.	Default and Termination	7
	11.1 Definitions relating to default and termination	7
	11.2 Health Organization’s options on default.....	8
	11.3 Delay not a waiver.....	8
	11.4 Health Organization’s right to terminate other than for default	8
	11.5 Payment consequences of termination	8
	11.6 Discharge of liability	8
	11.7 Notice in relation to Events of Default	9
12.	Dispute Resolution	9
	12.1 Dispute resolution process.....	9
	12.2 Location of arbitration or mediation.....	9
	12.3 Costs of mediation or arbitration	9
13.	Miscellaneous	9
	13.1 Delivery of notices	9
	13.2 Change of address or fax number	10
	13.3 Assignment.....	10
	13.4 Subcontracting	10
	13.5 Waiver	10
	13.6 Modifications	10
	13.7 Entire agreement.....	10
	13.8 Survival of certain provisions	10
	13.9 Schedules	10
	13.10 Independent contractor	11
	13.11 Personnel not to be employees of Health Organization.....	11
	13.12 Key Personnel	11
	13.13 Pertinent Information.....	11
	13.14 Conflict of interest	11
	13.15 Time.....	11
	13.16 Conflicts among provisions	11
	13.17 Agreement not permit nor fetter	11
	13.18 Remainder not affected by invalidity	12
	13.19 Further assurances.....	12
	13.20 Additional terms.....	12
	13.21 Tax Verification	12
	13.22 Governing law	12
14.	Interpretation	12
15.	Execution and Delivery of Agreement	12

SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the ____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:

@Enter Health Organization (the "Health Organization") with the following specified address and fax number:

@ADDRESS

@POSTAL CODE

@FAX NUMBER

The Health Organization 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 Health Organization and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Health Organization 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 Health Organization

2.6 The Health Organization 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 Health Organization provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Health Organization in writing, which request the Health Organization 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 Health Organization 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 Health Organization's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Health Organization under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Health Organization 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 Health Organization a written statement of account in a form satisfactory to the Health Organization upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Health Organization may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Health Organization 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 Health Organization to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Health Organization.

Appropriation

- 3.4 The Health Organization'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 Health Organization 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 Health Organization 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 Health Organization 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 Health Organization 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 Health Organization.

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 Health Organization as follows:

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Health Organization'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 Health Organization 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 Health Organization, refer for promotional purposes to the Health Organization being a customer of the Contractor or the Health Organization 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 Health Organization, 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 Health Organization.

Ownership and delivery of Material

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

Matters respecting intellectual property

- 6.3 The Health Organization exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Health Organization; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Health Organization's request, the Contractor must deliver to the Health Organization documents satisfactory to the Health Organization that irrevocably waive in the Health Organization'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 Health Organization 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 Health Organization:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Health Organization under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Health Organization's request, the Contractor must fully inform the Health Organization 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 Health Organization. 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 Health Organization may have under statute or otherwise, the Health Organization may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Health Organization's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Health Organization of the Health Organization's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

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

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Health Organization, the Contractor must provide the Health Organization 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 Health Organization's reasonable opinion, to carry on business as a going concern.

Health Organization's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Health Organization 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 Health Organization to exercise its rights in relation to an Event of Default will constitute a waiver by the Health Organization of such rights.

Health Organization's right to terminate other than for default

- 11.4 In addition to the Health Organization's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Health Organization 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 Health Organization terminates this Agreement under section 11.4:
- (a) the Health Organization 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 Health Organization's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Health Organization any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Health Organization has notified the Contractor in writing was not completed to the Health Organization's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Health Organization of the amount described in section 11.5(a) discharges the Health Organization 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 Health Organization of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

- (a) an employee or partner of the Health Organization; or
- (b) an agent of the Health Organization 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 Health Organization

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 Health Organization.

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 Health Organization otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The Health Organization must make available to the Contractor all information in the Health Organization's possession which the Health Organization 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 Health Organization'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 Health Organization 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 Health Organization 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 Health Organization or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Tax Verification

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Health Organization 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 Health Organization 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. Subject to section 2 of this Part 1, The term of this Agreement commences on _____ and ends on _____.
2. *[Specify any option to extend the term here or delete.]*

PART 2. SERVICES:

Project Number:

Project Name:

Scope of Services :

The Contractor must

PART 3. RELATED DOCUMENTATION:

- | | |
|---|--------------------------|
| 1. The following are Appendices to this Schedule A: | |
| Appendix 1 – Engagement Letter | ATTACHED: NOT APPLICABLE |
| Appendix 2 – Solicitation document excerpt | ATTACHED: NOT APPLICABLE |
| Appendix 3 – Proposal excerpt | ATTACHED: NOT APPLICABLE |
| Appendix 4 – <i>[specify]</i> | ATTACHED: NOT APPLICABLE |

PART 4. KEY PERSONNEL:

[If no Key Personnel state “not applicable” but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

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 Health Organization 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:

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) below and insert “None.”]*

a. [Reference reimbursable expenses guideline.]

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

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Health Organization 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 Health Organization 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 GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor’s calculation of all applicable taxes payable by the Health Organization 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 Health Organization.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Health Organization's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Health Organization 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 Health Organization as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

[If the Health Organization is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.]

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 Health Organization:
 - (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 Health Organization as an additional insured,
 - (ii) be endorsed to provide the Health Organization with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) *Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor, in an amount not less than \$ 2,000,000.00.*
 - (c) *Professional Liability in an amount not less than \$250,000 insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this agreement, and this insurance must be endorsed to provide the Health Organization 30 days in advance written notice of cancellation.*
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 Health Organization.
3. The Contractor must provide the Health Organization with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Health Organization evidence of all required insurance in the form of a completed Health Organization 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 Health Organization 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 Health Organization of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Health Organization at any time, the Contractor must provide to the Health Organization 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*;
 - (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 Health Organization and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “**privacy course**” means the Government BC’s online privacy and information sharing training course.
<https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/privacy/training#contractors-service-providers>

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Health Organization to comply with the Health Organization'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 Health Organization 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 Health Organization 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 Health Organization 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 Health Organization to answer questions about the Contractor’s collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Health Organization under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.

32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Policies, standards and terms and conditions posted at the link below:
<https://www.fraserhealth.ca/about-us/business-opportunities>

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.]

Schedule G – Security Schedule

Definitions

1. In this Schedule:

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

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

Additional obligations

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

PERSONNEL

Confidentiality agreements

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

Personnel security screening

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

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

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

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

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Information security policy

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

Compliance and Standard for Security Controls

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

Contractor security risk assessments

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

Change control and management

13. The Contractor must:

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

Backups and restores

14. The Contractor must ensure that:

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

Business continuity plan and disaster recovery plan

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

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

No storage on unencrypted portable media

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

Encryption standard

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

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

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

- (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

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

Highly sensitive Protected Information

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

SECURITY EVENT LOGS

Log generation, log retention and monitoring

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

- (b) ensure that the Tenancy offers the technical capability for the Health Organization to retain the Tenancy Security Event Logs, to enable the Health Organization to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
- 36. Upon the Health Organization's request, the Contractor must ensure that the Tenancy offers the technical capability for the Health Organization to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Health Organization's security information and event management system or to an external log storage and retention system.
- 37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

HEALTH ORGANIZATION PROPERTY

Access to Health Organization facilities, systems or networks

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

Separation of production from test environments

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

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

- (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
- (d) ensure that default passwords and shared accounts are not used for any Systems; and
- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

Application firewall

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

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

Management network

50. The Contractor must ensure that for any Systems:

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

Remote management and secure access gateway

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

Database security

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

Device security and antivirus scanning

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

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

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

Patching

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

59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

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

Web application vulnerability scanning

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

Antivirus and malware scanning

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

DISPOSALS

Asset disposal

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

Asset management

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

Information destruction and disposal

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

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

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

E-discovery and legal holds

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

Incidents

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

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Health Organization with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Health Organization's request, provide the Health Organization with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
 - (d) maintain a chain of custody in all such security investigations it undertakes.
73. Upon the Health Organization's request, the Contractor must:
- (a) provide investigative support to the Health Organization to enable the Health Organization to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
 - (b) provide the Health Organization with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Health Organization in conducting the Health Organization's security investigations, or in case of technical limitations, other method acceptable to the Health Organization (for example, on-site visits to enable direct access to those Security Event Logs).
74. The Contractor must work with and support the Health Organization if the Health Organization needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Health Organization Security Threat and Risk Assessment ("STRA") support

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

Notification of changes

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

Compliance verification

77. Upon the Health Organization's request, the Contractor must provide, at no additional cost, the following security reports to the Health Organization at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.

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

Notice of non-compliance

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

MISCELLANEOUS

Interpretation

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

Referenced documents

85. Policies and other documents of the Health Organization referenced in this Schedule may be updated or replaced by the Health Organization from time to time without notice, and if not found at the hyperlink or URL provided, be obtained from the Health Organization's contact for this Agreement.

Survival

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

Schedule H – Tax Verification Schedule

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;*
- the Agreement is being entered into in response to an unforeseen emergency;*
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.*

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Health Organization’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

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

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, Fraser Health Authority agrees to furnish confidential information relating the Surrey Memorial Hospital, Tower Two Business Plan (Project);

WHEREAS, _____(Company Name) agrees to review, examine, inspect or obtain such confidential information only for the purposes described herein, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

BE IT KNOWN, that Fraser Health Authority has or shall furnish to _____(Company Name) certain confidential information and may further allow _____(Company Name) the right to discuss or interview representatives of Fraser Health Authority, approved service providers and stakeholders on the following conditions:

1. _____(Company Name) agrees to hold confidential ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
2. No copies will be made or retained of any written information or prototypes supplied without the permission of Fraser Health Authority.
3. At the conclusion of any discussions, or upon demand by Fraser Health Authority, all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to Fraser Health Authority.
4. Both parties recognize and agree that the disclosure of the confidential information shall cause irreparable damage to the provider and in the event of a breach of this Agreement, or to prevent a breach or contemplated breach, Fraser Health Authority shall be entitled to relief including injunction and specific performance, in addition to all other remedies available at law or equity.
5. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement and have been approved by Fraser Health Authority.
6. This Agreement and its validity, construction and effect shall be governed by the laws of British Columbia.

AGREED AND ACCEPTED BY:

Company Name: _____

Please print

Authorized Person: _____

Please print

Title: _____

Date: _____

Signature

Authorized Person: _____

Please print

Title: _____

Date: _____

Signature