

**SCHEDULE 4
SERVICES PROTOCOLS AND SPECIFICATIONS**

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SCHEDULE 4
SERVICES PROTOCOLS AND SPECIFICATIONS

PART 1. ADMINISTRATION

1.1 **Services** - This Schedule (together with the Appendices, including the Proposal Extracts (Services) [Appendix 4A] and the Operating Period Review Procedure [Appendix 4G]) describes the following six main categories of facilities management Services to be delivered by Project Co:

- 1.1.1 General Requirements [Schedule 4];
- 1.1.2 Handback Requirements [Appendix 4B];
- 1.1.3 Plant Services [Appendix 4C];
- 1.1.4 Help Desk Services [Appendix 4D]
- 1.1.5 Utility Management Services [Appendix 4E]; and
- 1.1.6 Roads, Grounds and Landscape Maintenance Services [Appendix 4F],

as the same may be modified by Appendix 4H [Services Exceptions].

PART 2. GENERAL REQUIREMENTS

2.1 **Delivery of Services** - Project Co will at all times during the Operating Period provide the Services, including comprehensive general management with respect to the delivery of the Services, 24 hours per day, 365 or 366 days per year, as applicable, and in accordance with: *[GP01, Performance Indicators Chart]*

- 2.1.1 this Agreement, including the specifications set out in this Schedule and the Appendices;
- 2.1.2 all applicable Laws;
- 2.1.3 Appendix 4A [Proposal Extracts (Services)]; and
- 2.1.4 the Plans and Operational Policies and Procedures then in effect.

2.2 Service Standards

- 2.2.1 Project Co will, at all times during the Operating Period, provide the Services:
 - 2.2.1.1 in accordance with the standards set out in this Schedule (including the Appendices), including the applicable Response Times and Rectification Periods;
 - 2.2.1.2 in compliance with all applicable Laws and all applicable Authority Policies and Procedures, as they may be amended from time-to-time

- 2.2.1.3 without interfering (except to the extent approved, in advance, by the Authority), with: (i) the Authority FM Services; (ii) the day-to-day operation of the Facility or any other Authority Activities;
 - 2.2.1.4 to the standards required to maintain the Authority's ISO 14001 Certification;
 - 2.2.1.5 continuously and in a manner based on sound technical and operational procedures in accordance with Good Industry Practice; and
 - 2.2.1.6 to the same standards as an experienced, prudent and knowledgeable long term owner of a comparable pre-trial detention facility in Canada, taking into account the age and use of the comparable facility.
- 2.2.2 Where more than one of the standards described in Section 2.2.1 [Service Standards] is applicable to any particular Service, Project Co will at all times perform the Services in accordance with the highest of such standards.
- 2.3 **Changes to Authority Policies and Procedures** - If the Authority changes any of the Authority Policies and Procedures, including by any amendments or additional policies or procedures referenced in the definition of "Authority Policies and Procedures", and such changes to Authority Policies and Procedures are a Change, the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply.
- 2.4 **General and Emergency Communications** [GP02, Performance Indicators Chart]
- 2.4.1 Project Co's management and supervisory staff will, at all times, liaise and communicate: (i) with the Authority's Operating Period Representative; (ii) designated external advisors to Project Co; and (iii) all required Governmental Authorities, in accordance with the communication and cooperation protocol included in the then current Annual Service Plan.
 - 2.4.2 Project Co will promptly notify the Authority's Operating Period Representative upon becoming aware of any hazard that has resulted, or which may result, in a serious injury or a life threatening outcome to any Project Co Person, Inmate, Authority Person or other Facility Administrator.
- 2.5 **Contingency Planning and Crisis Management** [GP03, Performance Indicators Chart]
- 2.5.1 Upon request from the Authority, Project Co will cooperate with the Authority and assist the Authority to develop a Facility contingency/crisis management plan (the "**Contingency/Crisis Management Plan**"), to address:
 - 2.5.1.1 measures to protect the safety and well being of Project Co Persons, Inmates, Authority Persons and other Facility Administrators, in the event of a declared emergency, riot, outbreak, pandemic, labour disruption or other major disaster;

- 2.5.1.2 a description of Project Co's role and obligations in support of the Authority during a declared emergency, riot, outbreak, pandemic, labour disruption or other major disaster; and
- 2.5.1.3 the contents of the Contingency Failure Plan, included in the then current Annual Service Plan.

2.6 **Staffing** *[GP04 and GP05, Performance Indicators Chart]*

- 2.6.1 Project Co will provide a sufficient number of competent employees or subcontracted persons to deliver the Services and to meet the obligations set out in this Agreement, including these Services Protocols and Specifications, and will ensure that each such person has all authorizations, qualifications, licenses, training, experience, skills, expertise, trade certifications, registrations and professional designations required to perform all Services to which they are assigned.
- 2.6.2 Project Co will maintain and retain records to demonstrate compliance with the requirements of Section 2.6.1 [Staffing] of this Schedule 4 [Services Protocols and Specifications] and will promptly provide the Authority with proof of compliance upon request.
- 2.6.3 Project Co will: *[GP06 and GP07, Performance Indicators Chart]*
 - 2.6.3.1 carry out all necessary recruitment in order to fulfil its obligations under Section 2.6.1 [Staffing] of this Schedule 4 [Services Protocols and Specifications];
 - 2.6.3.2 ensure that prior to performance of any Services, each Project Co Person engaged in the delivery of the Services:
 - 2.6.3.2(1) executes a pledge of confidentiality, in a form approved by the Authority; and
 - 2.6.3.2(2) successfully completes: (i) an orientation and training course which is consistent with, and incorporates, all relevant aspects of the Authority's Facility Orientation Course; and (ii) all other orientation and training as specified in the Staffing Plan included in the then current Annual Service Plan;
 - 2.6.3.3 cause Project Co Persons engaged in the delivery of the Services to attend any additional orientation and training required by the Authority;
 - 2.6.3.4 deliver to the Authority's Operating Period Representative, once every six (6) months, a list identifying:
 - 2.6.3.4(1) each Project Co Person engaged to perform Services during the preceding six-month period; and

- 2.6.3.4(2) the date on which each Project Co Person engaged to perform Services during the preceding six-month period successfully completed his or her orientation and training;
- 2.6.3.5 ensure that all Project Co Persons engaged in the delivery of the Services:
 - 2.6.3.5(1) have a good command of the verbal and written English language;
 - 2.6.3.5(2) receives all ongoing training, knowledge and skills development and other professional development required by applicable Law and the Staffing Plan included in the then current Annual Service Plan;
 - 2.6.3.5(3) at all times complies with all applicable Laws, Authority Policies and Procedures and other requirements of this Agreement, including those related to:
 - (a) security clearances;
 - (b) personal identification and Facility access control;
 - (c) physical and other searches of persons and property;
 - (d) control and detection of contraband;
 - (e) immunization and infection control; and
 - (f) tool control; and
 - 2.6.3.5(4) is at all times properly and adequately notified, trained and instructed with regard to:
 - (a) the tasks that such Project Co Person is required to perform;
 - (b) the Services Protocols and Specifications applicable to the Services to be performed;
 - (c) the contents of all manuals, standard operating procedures and business processes established by Project Co, to the extent applicable to the Services to be performed;
 - (d) all relevant health and safety hazards associated with the Services to be performed and the rules, policies and procedures established by Project Co concerning health and safety at work;
 - (e) all applicable fire precautions, procedures and contingency plans;

- (f) use of all equipment and machines applicable to the Services to be performed;
- (g) handling and usage of chemicals, including pesticides, herbicides and fertilizers, and other Hazardous Substances applicable to the Services to be performed;
- (h) proper lifting and handling techniques;
- (i) use of personal protective equipment applicable to the Services to be performed;
- (j) the need to adhere to a high standard of personal hygiene, courtesy and consideration at all times;
- (k) the need to conduct themselves in a professional manner at all times;
- (l) the requirements of all applicable Laws; and
- (m) the requirements of all applicable Authority Policies and Procedures;

2.6.3.6 ensure that all training, knowledge and skills development and professional development activities, including continuing professional development, are recorded and retained in the personnel records of the applicable Project Co Persons;

2.6.3.7 manage all human resource matters in respect of the Services including:

2.6.3.7(1) ensuring that all Project Co Persons, when on duty at the Facility:

- (a) are properly and presentably dressed in appropriate uniforms, which are noticeably different from those of the Authority's employees and which otherwise comply with all applicable Authority Policies and Procedures;
- (b) wear appropriate work wear, including protective footwear and protective clothing, as required;
- (c) maintain a high standard of personal hygiene, courtesy and consideration and conduct themselves in a professional manner at all times; and
- (d) wear identification badges provided by the Authority, and comply with all applicable identification systems, at all times while at the Facility; and

2.6.3.7(2) ensuring all Project Co Persons engaged in the delivery of the Services understand the Authority's employment and labour

relations environment and that they conduct themselves according to the requirements and obligations of the applicable collective agreement(s) and work to promote good relationships with the Authority's unions and employees;

- 2.6.4 Project Co will carry out all occupational health, safety and risk management responsibilities with respect to the Services, including: *[GP08, Performance Indicators Chart]*
- 2.6.4.1 establishing a Project Co health and safety committee and participating in any joint health and safety committees established by the Authority;
 - 2.6.4.2 ensuring that all Project Co Persons engaged in the delivery of the Services comply with Project Co's policies and procedures with respect to occupational health and workplace safety, as detailed in the Staffing Plan, included in the then current Annual Service Plan;
 - 2.6.4.3 administering and managing Project Co's compliance with its health and safety obligations insofar as they relate to the provision of the Services;
 - 2.6.4.4 ensuring that Project Co Persons engaged in the delivery of the Services:
 - 2.6.4.4(1) have received all immunizations required by applicable Law, Authority Policies and Procedures and this Agreement, at no cost, and that Project Co retains records of such immunizations in accordance with Schedule 14 [Records and Reports]; and
 - 2.6.4.4(2) have received training in infection control and proper hand washing procedures;
 - 2.6.4.5 retaining the services of a qualified safety adviser and causing such advisor to review and coordinate the production, amendment and updating of the occupational health and workplace safety policies and procedures of Project Co, the Project Contractors and any Sub-Contractors engaged in the delivery of the Services;
 - 2.6.4.6 ensuring first aid training and first aid facilities are provided to all Project Co Persons engaged in the delivery of Services, to the extent required by the *Workers Compensation Act*, R.S.B.C. 1996, c.492 and the *Occupational Health and Safety Regulation* BCREg 296/97;
 - 2.6.4.7 maintaining up-to-date health and safety records and documentation and making these available, upon demand, for inspection by the Authority, and authorized Governmental Authorities, including:
 - 2.6.4.7(1) occupational health and safety risk assessments in respect of all of the Services;

- 2.6.4.7(2) health and safety program manuals;
- 2.6.4.7(3) health and safety public notices; and
- 2.6.4.7(4) health and safety monthly reports, identifying the occurrence of any health and safety events and whether each event led to a loss of work days; and
- 2.6.4.8 providing an annual statement of compliance with all health and safety aspects of the applicable Law, in a form acceptable to the Authority.
- 2.6.5 Without limiting any of Project Co's obligations pursuant to Section 2.6.4 [Staffing] of this Schedule 4 [Services Protocols and Specifications], Project Co will advise the Authority, in writing, promptly upon becoming aware of any occupational health, safety or risk management concerns, whether within or outside of Project Co's scope of responsibility, and where such concerns relate to elements outside of Project Co's scope of responsibility, Project Co will provide reasonable assistance to the Authority to minimize the cost of addressing such concerns.

2.7 **Supervision** *[GP09, Performance Indicators Chart]*

- 2.7.1 On or before the Service Commencement Date, Project Co will designate, in writing, a facilities management general manager (the "**FM General Manager**") and a FM General Manager delegate:
 - 2.7.1.1 one of whom may also be Project Co's Operating Period Representative;
 - 2.7.1.2 who will be the representatives of Project Co at the Facility, with full authority to act on behalf of and bind Project Co with respect to the Services, except that the FM General Manager and delegate will not have the authority to execute or to agree to any amendments or to give any waivers of this Agreement;
 - 2.7.1.3 at least one of whom will be available and contactable through the Help Desk, 24 hours per day, 365 or 366 days of the year, as applicable; and
 - 2.7.1.4 who will at all times exercise competent management of the Services and of all Project Co Persons engaged in the delivery of Services.
- 2.7.2 Project Co may at any time and at its discretion by written notice to the Authority change the person appointed as its FM General Manager, or delegate. If at any time the Authority objects to the FM General Manager, or delegate, then Project Co will give reasonable consideration to replacing the FM General Manager, or delegate, as applicable, with a person reasonably acceptable to the Authority.

2.8 **Other General Management Services**

- 2.8.1 Project Co will actively participate, and ensure that all Project Co Persons engaged in the delivery of the Services actively participate, in the response to, and mitigation of, any declared emergencies, riots, outbreaks, pandemics, labour disruptions and other major disasters at, or affecting the Facility.
- 2.8.2 Project Co will keep the Authority informed in such detail as the Authority may reasonably require of the progress of collective agreement negotiations with Project Co Persons, if any.
- 2.8.3 Upon request by the Authority, Project Co will provide for, and cooperate with the Authority in the management of, visits to the Facility by visitors and other invitees of the Authority.
- 2.8.4 Project Co will provide, and ensure that all Project Co Persons engaged in the delivery of the Services provide, a high level of customer care in connection with their performance of all Services.

PART 3. OPERATING PERIOD ADMINISTRATION

3.1 Operating Period Representatives [GP10, Performance Indicators Chart]

- 3.1.1 Not less than one year before the Target Service Commencement Date, each of the parties will designate, in writing, a person, (the "**Operating Period Representative**"), to be that party's single point of contact with respect to the Operating Period and the Services.
- 3.1.2 A party's Operating Period Representative will have full authority to act on behalf of and bind the party with respect to Services, except an Operating Period Representative will not have the authority to execute or to agree to any amendments or to give any waivers of this Agreement.
- 3.1.3 A party may at any time and at its discretion by written notice to the other party change the person appointed as its Operating Period Representative. If at any time a party objects to the Operating Period Representative of the other party then the other party will give reasonable consideration to replacing its Operating Period Representative with a person reasonably acceptable to the objecting party.
- 3.1.4 Except as otherwise set out in this Agreement, all costs or expenses incurred by, or with respect to, a party's Operating Period Representative will be for the account of that party.

3.2 Operating Period Committee

- 3.2.1 Not less than one year before the Target Service Commencement Date, the Authority and Project Co will establish, and will maintain throughout the Operating Period, a joint liaison committee (the "**Operating Period Joint Committee**"), consisting of their

respective Operating Period Representatives and such other members as the parties may agree from time to time.

- 3.2.2 The purpose of the Operating Period Joint Committee is to provide a formal forum for the parties to consult and cooperate in all matters relating to the Facility during the Operating Period and any member appointed to the Operating Period Joint Committee will not have any duties or obligations arising out of such appointment independent of such member's duties or obligations to the party making such appointment.
- 3.2.3 The Operating Period Joint Committee:
- 3.2.3.1 will only have the authority as expressly delegated to it by the Authority and Project Co, and both parties will give reasonable consideration to delegating appropriate authority to permit efficient decision making with respect to the Facility and the Services;
 - 3.2.3.2 may strike, establish terms of reference for, delegate authority and appoint members having the necessary experience and qualifications to such sub-committees as the Operating Period Joint Committee may determine are necessary from time to time and all such sub-committees will report to the Operating Period Joint Committee;
 - 3.2.3.3 will establish protocols and procedures for undertaking the tasks and responsibilities delegated to it, including a co-operative and consultative process to review all Plans submitted to it pursuant to Section 4.3 [Submission of Plans and Operational Policies and Procedures] of this Schedule;
 - 3.2.3.4 may make recommendations to the parties on all matters relating to the Facility and the Services, which the parties may accept or reject in their complete discretion; and
 - 3.2.3.5 will have no authority to agree to any amendments or to give any waivers of this Agreement.
- 3.2.4 Subject to the provisions of this Agreement, the members of the Operating Period Joint Committee may adopt such procedures and practices for the conduct of the activities of the Operating Period Joint Committee as they consider appropriate from time to time and may:
- 3.2.4.1 invite to any meeting of the Operating Period Joint Committee such other (non-voting) persons as a member may decide; and
 - 3.2.4.2 receive and review a report from any person agreed by the members of the Operating Period Joint Committee.
- 3.2.5 Recommendations of the Operating Period Joint Committee must be unanimous.

- 3.2.6 Unless otherwise agreed by its members, the Operating Period Joint Committee will meet at least once each month:
- 3.2.6.1 prior to the Service Commencement Date, at a location within the Greater Vancouver area designated by the Authority from time-to-time; and
 - 3.2.6.2 after the Service Commencement Date, at the Facility,
- and from time-to-time, as necessary.
- 3.2.7 Any member of the Operating Period Joint Committee may convene a meeting of the Operating Period Joint Committee at any time. Meetings of the Operating Period Joint Committee will be convened on not less than ten Business Days' notice (which will also identify the agenda items to be discussed at the meeting), provided that in an emergency a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- 3.2.8 Minutes of all recommendations and meetings of the Operating Period Joint Committee will be kept by Project Co in accordance with Schedule 14 [Records and Reports] and copies circulated promptly to the parties within five Business Days of the making of the recommendation or the holding of the meeting.

3.3 **Joint Technical Review** *[GP11, Performance Indicators Chart]*

- 3.3.1 At the end of each five-year period throughout the Operating Period, Project Co and the Authority, supported by an independent inspector and/or such technical resources as mutually deemed necessary, will conduct a joint technical review (the "**Joint Technical Review**"). The Joint Technical Review will assess the performance and effectiveness of both the preventive maintenance and life cycle work completed over the previous five-year period and the work planned and scheduled for the upcoming five-year period in accordance with the "REVIEWED" Life Cycle Plan and these Services Protocols and Specifications.
- 3.3.2 Where Project Co and the Authority mutually deem it necessary to retain an independent inspector or other technical resources to support any Joint Technical Review, the parties will jointly retain a mutually acceptable inspector or other resource(s) and will each pay half of any fees payable to such jointly retained person(s).
- 3.3.3 The Facility condition standard applicable for each Joint Technical Review will be that of that each Maintained Element of the Facility and the Site having been maintained in a condition consistent with due performance by Project Co of its obligations under this Agreement.
- 3.3.4 During the last five years of the Operating Period, the parties on mutual agreement may cancel the requirement for a Joint Technical Review and carry out the inspection provisions of the Handback Requirements.

- 3.3.5 Within 15 Business Days following each Joint Technical Review, Project Co will document the findings of such review in a written report (a "**Facility Condition Report**") and submit it to the Authority for review in accordance with Appendix 4G [Operating Period Review Procedure]. Each Facility Condition Report will:
- 3.3.5.1 identify the condition of the Facility and each element for which Project Co is responsible under this Agreement; and
 - 3.3.5.2 identify any deficiencies in the performance of the obligations of Project Co under this Agreement with respect to the condition of the Facility and each Maintained Element, including with respect to the Design and Construction Protocols, Design and Construction Specifications, these Services Protocols and Specifications and the "REVIEWED" Life Cycle Plan.
- 3.3.6 Within 15 Business Days of receipt of a Facility Condition Report marked "REVIEWED", Project Co will prepare a remediation plan outlining its approach and proposed schedule for rectification of any identified deficiencies.
- 3.3.7 The parties will convene a meeting of the Operating Period Joint Committee to examine the findings of the Joint Technical Review and the Project Co remediation plan. Project Co will promptly rectify any identified deficiencies in accordance with the "REVIEWED" remediation plan, and if required, the parties will undertake a subsequent inspection of the remediation work completed by Project Co and issue a revised Facility Condition Report.

3.4 **Authority Not Responsible for the Services**

- 3.4.1 The Authority's rights of review, acceptance, approval or confirmation of compliance with respect to any aspect of the Services will be for the Authority's benefit only, and no acceptance, approval or confirmation of compliance by the Authority's Operating Period Representative or other representative of the Authority will in any way relieve Project Co of its responsibility for all aspects of the Services except as may be expressly set out in this Agreement.

PART 4. OPERATING PERIOD PLANS

- 4.1 **Project Co Plans and Operational Policies and Procedures** – Project Co will prepare, and submit to the Authority the following service plans and operating policies, procedures and practices: *[GP12, Performance Indicators Chart]*
- 4.1.1 **Service Commencement and Start-up Plan** – Project Co will prepare and submit to the Authority, Project Co's proposed service commencement and start-up plan (the "**Service Commencement and Start-up Plan**") incorporating the following:
 - 4.1.1.1 a comprehensive system of financial and management controls relating to the delivery of the Services;

- 4.1.1.2 a schedule identifying the tasks to be completed prior to the Service Commencement Date and the targeted completion dates of such tasks, such that Project Co will be in a position to commence delivery of the Services on the Service Commencement Date;
 - 4.1.1.3 the Annual Service Plan for the first 12 months of the Operating Period;
 - 4.1.1.4 a preliminary Five Year Maintenance Plan;
 - 4.1.1.5 a preliminary Life Cycle Plan;
 - 4.1.1.6 a preliminary Environmental Management Plan;
 - 4.1.1.7 preliminary Operational Policies and Procedures; and
 - 4.1.1.8 a detailed description of all elements of the Performance Monitoring Program and the mechanism for implementation of the Performance Monitoring Program by the Service Commencement Date.
- 4.1.2 **Annual Service Plan** – Project Co will establish and implement an annual service plan (the "**Annual Service Plan**") for the delivery of the Services in accordance with the terms of this Agreement and Good Industry Practice. The Annual Service Plan will include:
- 4.1.2.1 Operational Plan – an operational plan detailing the methods by which Project Co will deliver the Services, including the application of the Operational Policies and Procedures, such that the Services:
 - 4.1.2.1(1) are consistent with these Services Protocols and Specifications and the Appendices to this Schedule 4 [Services Protocols and Specifications];
 - 4.1.2.1(2) will not interfere in any material respect with, and will be complementary to, the operation of the Facility, including the delivery of custodial care and other related services by the Authority and Authority Persons and the use of the Facility by the Facility Administrators and Inmates; and
 - 4.1.2.1(3) have regard for the needs and interests of the Authority, Facility Administrators and Inmates.
 - 4.1.2.2 Contingency Failure Plan – a contingency failure plan (the "**Contingency Failure Plan**") demonstrating the mechanisms by which Project Co will perform the Services and ensure the continuing operability of the Facility in the event of:
 - 4.1.2.2(1) any malfunction or failure of the Facility's systems, including the CMMS or the ESC Data Network;

- 4.1.2.2(2) a failure of critical equipment at the Facility;
- 4.1.2.2(3) the unavailability of primary or backup Utilities; or
- 4.1.2.2(4) the occurrence of a declared emergency, riot, outbreak, pandemic, labour disruption or other major disaster.

4.1.2.3 Staffing Plan – a staffing plan (the "**Staffing Plan**") detailing the organizational structure and staffing plan for all Project Co Persons engaged to perform the obligations of Project Co under this Agreement. The Staffing Plan will include:

- 4.1.2.3(1) designation of a Site manager and responsible delegate(s) who will be contactable by the Authority 24 hours per day, 365 or 366 of the year, as applicable, through the Help Desk and who will be available to attend at the Facility within two hours after receipt of notice;
- 4.1.2.3(2) job role descriptions, tasks and responsibilities, reporting relationships and lines of communication, for all Project Co Persons engaged in the delivery of the Services;
- 4.1.2.3(3) Project Co's personnel policies, practices and procedures with respect to occupational health and workplace safety, consistent with the requirements of the *Workers Compensation Act*, R.S.B.C. 1996, c.492 and the *Occupational Health and Safety Regulation* BCREg 296/97, and including detailed policies, practices and procedures relating to:
 - (a) infection control (including routine precautions, isolation, hand washing, blood, body fluid protocols, Legionella precautions, etc.);
 - (b) provision of immunization and infection testing programs (including those for influenza, Hepatitis B and Tuberculosis), consistent with those of the Authority in effect for the Facility;
 - (c) reporting to the Authority any Project Co Person engaged in the delivery of the Services suffering from any illness which may compromise the health or safety of any Inmate, Authority Person or other Facility Administrator;
 - (d) reporting to the Authority instances of any Project Co Person engaged in the delivery of the Services having had contact with any person suffering from any illness which may compromise the health or safety of any

Inmate, Authority Person or other Facility Administrator;

- (e) personal hygiene and hand washing;
- (f) pandemic planning;
- (g) early return to work/transitional work programs;
- (h) appropriate dress and use of personal protective equipment (including gowns, face shields, masks, etc.);
- (i) first aid training;
- (j) use and application of the Workplace Hazardous Materials Information System (WHMIS), including Material Safety Data Sheets (MSDS); and
- (k) use of all applicable equipment and machines;

4.1.2.3(4) Project Co's personnel policies, practices and procedures with respect to job training and orientation, including Project Co's policies, practices and procedures relating to:

- (a) handling, storage and use of cleaning materials and equipment and the Facility's materials, finishes and colour coding system;
- (b) manual material handling;
- (c) customer care and mutual respect standards;
- (d) use and operation of the CMMS;
- (e) working with, and in proximity to, an inmate population;
- (f) responding to codes and emergency alarms and procedures used by Project Co and the Authority (to the extent the Authority has notified Project Co of such codes, alarms and procedures) at the Facility;
- (g) prevention of violence in the workplace;
- (h) human rights matters;
- (i) confidentiality and privacy, consistent with those of the Authority in effect for the Facility as notified by the Authority to Project Co from time to time and the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165;
- (j) appropriate rules of conduct for the Facility; and
- (k) roles, responsibilities and obligations pursuant to the Contingency/Crisis Management Plan;

4.1.2.3(5) Project Co's policies, practices and procedures for ensuring compliance with the requirements of Section 17.3 [Security Sensitive Work] of this Agreement; and

4.1.2.3(6) copies of all training and Facility orientation materials to be utilized by Project Co,

in each case, consistent with the applicable Authority Policies and Procedures, in effect for the Facility.

4.1.2.4 Training Program – a training program including provision for the bi-monthly training and re-training of all Facility Administrators designated by the Authority, acting reasonably, including the Authority's employees, contractors, sub-contractors, and volunteers engaged at the Facility, as to the use and operation of the Help Desk, communication systems and all other electronic monitoring systems and equipment provided by Project Co;

4.1.2.5 Operating Period Quality Assurance Program – an auditable quality assurance control plan based on Good Industry Practice for monitoring the performance of the Services and all aspects of the Facility for which Project Co is responsible;

4.1.2.6 Maintenance History – details of all Maintenance undertaken during the previous year, including a summary of all Unavailability Events and Service Failures incurred and corrective actions undertaken to comply with the requirements of these Services Protocols and Specifications;

4.1.2.7 One-Year Scheduled Maintenance Plan – a detailed one year plan of Scheduled Maintenance for the ensuing year, including:

4.1.2.7(1) the planned date and time when all work is scheduled to be performed;

4.1.2.7(2) location of the work to be undertaken;

4.1.2.7(3) identification of activities which may cause disruption to the Authority, Facility Administrators or Inmates and the methods by which Project Co will make appropriate accommodations to minimize any disruptions;

4.1.2.7(4) a risk assessment, including any health and safety impacts with respect to the work to be undertaken;

4.1.2.7(5) a method statement in respect of any proposed work; and

4.1.2.7(6) any changes proposed to Maintenance Access Times either by the Authority or by Project Co;

- 4.1.2.8 Preventive Maintenance Program - a comprehensive preventive maintenance program comprised of planned and scheduled cyclical Maintenance of each Maintained Element, planned, scheduled, controlled and monitored utilizing the CMMS and including:
- 4.1.2.8(1) hierarchical based component identification;
 - 4.1.2.8(2) description (make, model, serial #, capacity, etc);
 - 4.1.2.8(3) location;
 - 4.1.2.8(4) priority classification;
 - 4.1.2.8(5) unique identification code;
 - 4.1.2.8(6) Maintenance job plan description including:
 - (a) detailed maintenance procedures;
 - (b) warranty requirements;
 - (c) parts and consumables;
 - (d) regulatory or statutory requirements; and
 - (e) special instructions;
 - 4.1.2.8(7) frequency;
 - 4.1.2.8(8) scheduled dates;
 - 4.1.2.8(9) maintenance history including planned and unplanned Maintenance;
 - 4.1.2.8(10) the provider (staff or contractor) of the Service;
 - 4.1.2.8(11) status; and
 - 4.1.2.8(12) notes, including inspection observations, recommendations and comments.
- 4.1.2.9 Critical Spare Parts List – a listing and inventory of spare parts and supplies Project Co deems necessary to retain at the Facility in order to enable it to rapidly perform Demand Maintenance and minimize the duration of any Service Failures and Unavailability Events;
- 4.1.2.10 Testing, Inspections and Reports – a schedule for planned tests, inspections and issuance of reports, including observations, recommendations and comments. The testing and inspection schedule will include all routine inspection, testing and servicing: (i) required by the insurers of the Project; (ii) recommended by the applicable manufacturers, to the extent required to

maintain applicable warranty coverage; (iii) required by applicable Laws; (iv) required by local, regional and provincial health authorities and other Governmental Authorities; and (v) prescribed by Good Industry Practice, of:

- 4.1.2.10(1) Building Systems, including heating, ventilation and air conditioning (HVAC) systems, plumbing and water systems, de-mineralized water system for heating plant, elevators and conveying devices, mechanical systems, and electrical distribution systems;
- 4.1.2.10(2) life safety and emergency systems, including uninterruptible power supply systems, standby generators and associated transfer switches, standby domestic pumps, fire alarms, fire-fighting equipment and suppression systems, security systems and devices, emergency lighting systems and exit signs, voice communication systems, etc.;
- 4.1.2.10(3) interior and exterior building finishes and fabric, including floors, walls and ceiling coverings, paint, hardware, windows, doors, cladding, roofing systems and other architectural and structural components;
- 4.1.2.10(4) the potable and non-potable water supply (including testing for Legionella); and
- 4.1.2.10(5) all portable appliances, including:
 - (a) testing and certifying all portable test equipment, pressure gauges and recording equipment;
 - (b) testing and certifying all fixed instrumentation and the necessary action to repair, replace and adjust such devices as required; and
 - (c) ensuring that all test equipment is itself tested and carrying the necessary valid certification;
- 4.1.2.11 Equipment and Systems Commissioning – details of Project Co's plans and procedures for commissioning and re-commissioning all new plant operations, systems and equipment installed by Project Co during the Operating Period;
- 4.1.2.12 Historical Operating Performance - an analysis of historical operating performance trends over the preceding 12 months, together with identification of potential service adjustments required for improved delivery of the Services. Where Project Co identifies potential service adjustments, Project Co will include details of the likely impact of such adjustments, the financial implications of such adjustments; the impact of the timing of such

adjustments on the Authority's ability to carry out its functions and any other matter which the Authority may reasonable request;

4.1.2.13 Fire and Life Safety Plan - a comprehensive fire, life safety, emergency, disaster preparedness, post-disaster operational and contingency response plan for the Facility (the "**Fire and Life Safety Plan**"), which is: (i) compliant with the British Columbia Emergency Response Management System; (ii) compliant with all applicable local, regional, Provincial and Federal emergency response plans and procedures; and (iii) integrated with the Authority's emergency response systems, plans and procedures. The Fire and Life Safety Plan will be coordinated and integrated with the Contingency/Crisis Management Plan and will include:

4.1.2.13(1) plans and procedures for:

- (a) conducting fire drills on all work shifts, in conjunction with the Authority and the relevant fire officials;
- (b) evacuation of the Facility under different emergency scenarios including fire, explosion, flood, earthquake, hurricane, tornado, toxic material release, radiological and biological accident, civil disturbance and workplace violence, and details of the means by which Project Co will ensure fulfillment of its role in the evacuation of the Facility, including:
 - details of conditions under which an evacuation would be necessary, and conditions under which it may be better to shelter in-place;
 - details of the chain of command for the Facility, including identification of the person(s) authorized by the Authority to order an evacuation or shutdown of the Facility;
 - details of evacuation procedures, routes and exits, and Facility specific procedures for assisting with the evacuation of Authority Persons and other Facility Administrators, including those with disabilities and those who do not speak English;
 - designation of Project Co Persons required to remain in the Facility after an evacuation alarm to shut down critical operations or perform other duties prior to evacuating;
 - a method of accounting for Inmates, Project Co Persons, Authority Persons and other Facility Administrators after an evacuation;
 - details of special equipment required during an evacuation, including respirators;

- (c) fulfilling Project Co's roles during and after a declared outbreak or pandemic;
 - (d) fulfilling Project Co's roles during and after a natural disaster such as a flood or earthquake; and
 - (e) implementing Project Co's business contingency and Service resumption plans, including, where applicable, the Contingency Failure Plan included in the then current Annual Service Plan.
- 4.1.2.13(2) training of all Project Co Persons engaged in the delivery of Services with respect to fire and life safety;
- 4.1.2.13(3) provision that all available Site-based Project Co Persons will provide whatever assistance can safely be provided in response to an emergency including:
- (a) responding to a fire or other emergency alarm;
 - (b) reporting blocked fire access routes to the Help Desk and the Authority;
 - (c) assisting the Authority's security personnel in limiting unauthorized access to the scene of a fire or other emergency;
 - (d) assisting in the evacuation of the affected areas; and
 - (e) liaising with external agencies, including the fire department as part of its response in relation to an incident; and
- 4.1.2.13(4) confirmation that:
- (a) all emergency procedures and contingency plans, including fire compartmentalization design, provision of escape routes and provision of fire-fighting equipment and systems are compliant with the requirements of all applicable Laws and of this Agreement;
 - (b) up-to-date, "as-built" drawings are maintained at the Facility and accessible to emergency personnel at a designated location, acceptable to the Authority; and
 - (c) the fire alarm system is properly certified.
- 4.1.2.14 Service Failure Response Plan – detailed procedures for responding to Unavailability Events and Service Failures;
- 4.1.2.15 Communication and Cooperation Protocol – protocols and procedures for ensuring:

- 4.1.2.15(1) that all Project Co Persons cooperate with the Authority (and its employees, contractors and subcontractors) with respect to the Authority's operations at the Facility, including detailed protocols and procedures with respect to Project Co's Maintenance of infrastructure, Utilities, systems and equipment which may impact the Authority's operations at the Facility or which are integrated with, or connected to, any infrastructure, systems or equipment required to be maintained by the Authority; and
- 4.1.2.15(2) regular liaison and communication between Project Co's managers and supervisors and the Authority, Authority Persons and required Governmental Authorities, in order to facilitate the delivery of the Services and ensure Project Co is aware of the day-to-day specific requirements of the Authority, the Facility Administrators and the Inmates;
- 4.1.2.16 Special Event Plan – a description of the arrangements and Services to be provided by Project Co in respect of religious observances and other special cultural occasions which the Authority notifies Project Co are to be observed and recognized at the Facility, provided any such arrangements and services will be consistent with those commonly recognized within the community; and
- 4.1.2.17 Plan Updates – details of any proposed updates or amendments to:
 - 4.1.2.17(1) the Performance Monitoring Program and the methods by which Project Co will satisfy the reporting requirements described in PART 9 [Performance Monitoring and Reporting] of this Schedule; and
 - 4.1.2.17(2) the Five Year Maintenance Plan, the Life Cycle Plan, the Environmental Management Plan and any other Plan, detailing the elements of, and schedule for, each such update to be implemented during the ensuing 12 month period.
- 4.1.3 **Five Year Maintenance Plan** – Project Co will establish and implement throughout the Operating Period, a rolling five year maintenance plan (the "**Five Year Maintenance Plan**") for the Facility and the Maintained Elements based on Good Industry Practice. The Five Year Maintenance Plan will include details and scheduling of planned, preventative and replacement maintenance programs, including those set out in the Life Cycle Plan, to be undertaken during the applicable period.
- 4.1.4 **Life Cycle Plan** – Project Co will establish and implement throughout the Operating Period, in conjunction with the Five Year Maintenance Plan, an asset life cycle and

rehabilitation plan (the "**Life Cycle Plan**") for all Maintained Elements, based on the Life Cycle Report and Good Industry Practice. The Life Cycle Plan will include:

- 4.1.4.1 details of the methods and practices by which Project Co will:
 - 4.1.4.1(1) ensure the long-term integrity and ongoing operational serviceability of the Facility;
 - 4.1.4.1(2) preserve the design and performance criteria for all aspects of the Facility;
 - 4.1.4.1(3) ensure that on the Expiry Date, all aspects of the Facility for which Project Co is responsible are functional to the standard specified in the Handback Requirements;
 - 4.1.4.1(4) minimize, to the extent reasonably possible, disruption to the Authority Activities, the operation of, and activities and other programs at, the Facility and the performance of the Authority FM Services; and
 - 4.1.4.1(5) initiate emergency procurement to enable timely replacement and response to the unexpected failure of elements of the Facility; and
- 4.1.4.2 specific planned improvement, refurbishment and replacement strategies, key assumptions and annual cost provisions for all aspects of the Facility for which Project Co is responsible, categorized by major elements.
- 4.1.5 **Environmental Management Plan** – Project Co will establish and implement throughout the Operating Period, an environmental management plan for the Facility (the "**Environmental Management Plan**"). The Environmental Management Plan will be consistent with the Authority's Environmental Policy and Good Industry Practice and will include details of Project Co's policies and procedures for:
 - 4.1.5.1 maintaining a safe environment through the use of processes, practices, materials and products that avoid or minimize the production or disposal of Hazardous Substances;
 - 4.1.5.2 ensuring that the Services are performed in a careful and environmentally responsible fashion to minimize adverse effects on health and the environment;
 - 4.1.5.3 managing air and waste water emissions including greenhouse gasses, halocarbons and other ozone depleting substances;
 - 4.1.5.4 managing fuel storage tanks;
 - 4.1.5.5 managing sound pollution from the Facility;

- 4.1.5.6 implementing a proactive indoor air quality (IAQ) management program;
 - 4.1.5.7 ensuring drinking water quality and safety;
 - 4.1.5.8 implementing a proactive mould growth and Legionella prevention program;
 - 4.1.5.9 developing, in conjunction with the Authority, an environmental awareness program for Facility Administrators; and
 - 4.1.5.10 adhering to, updating and maintaining as current the Operational Policies and Procedures.
- 4.1.6 **Project Co Operational Policies and Procedures** – Project Co will develop and submit to the Authority appropriate written operational policies, procedures and practices, incorporating a customer service philosophy, for each of the Services (collectively the "**Operational Policies and Procedures**").
- 4.2 **Preparation of Plans and Operational Policies and Procedures** - Project Co will work co-operatively with the Authority's Operating Period Representative in the preparation of all Plans and the Operational Policies and Procedures and will submit drafts for review and comment by the Operating Period Joint Committee prior to formal submission of such Plans and Operational Policies and Procedures to the Authority in accordance with Section 4.3 [Submission of Plans and Operational Policies and Procedures] of this Schedule, and Appendix 4G [Operating Period Review Procedure].
- 4.3 **Submission of Plans and Operational Policies and Procedures** - Project Co will submit each Plan and the Operational Policies and Procedures to the Authority as follows:
- 4.3.1 not later than 180 days prior to the Target Service Commencement Date, the following preliminary drafts will be submitted to the Authority's Operating Period Representative:
 - 4.3.1.1 Service Commencement and Start-up Plan;
 - 4.3.1.2 Annual Service Plan;
 - 4.3.1.3 Five Year Maintenance Plan;
 - 4.3.1.4 Life Cycle Plan;
 - 4.3.1.5 Environmental Management Plan; and
 - 4.3.1.6 Operational Policies and Procedures;
 - 4.3.2 not later than 90 days prior to the Target Service Commencement Date, a finalized draft of each Operating Period Submittal listed in Section 4.3.1 [Submission of Plans and Operational Policies and Procedures] of this Schedule will be submitted to the Authority's Operating Period Representative in accordance with Appendix 4G [Operating Period Review Procedure];

- 4.3.3 for each year after the Service Commencement Date, not later than 90 days prior to each anniversary of the Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative a new Annual Service Plan, and an updated Five Year Maintenance Plan, Life Cycle Plan and Environmental Management Plan for the forthcoming year along with any updates to the Operational Policies and Procedures; and
- 4.3.4 not later than 30 days before each anniversary of the Service Commencement Date, Project Co will submit a finalized draft of each Operating Period Submittal referred to in Section 4.3.3 [Submission of Plans and Operational Policies and Procedures] of this Schedule to the Authority's Operating Period Representative in accordance with Appendix 4G [Operating Period Review Procedure].
- 4.4 **Failure to Prepare Plans or Operational Policies and Procedures** - Any failure of Project Co to prepare and submit to the Authority any Plan or the Operational Policies and Procedures in accordance with this Schedule 4 [Services Protocols and Specifications] will be deemed to be a Low Service Failure on the first day each such Plan or Operational Policies and Procedures are due and not submitted a Medium Service Failure on the second day and an additional High Service Failure each day thereafter until submitted.
- 4.5 **Amendment of Plans and Operational Policies and Procedures** - All revisions, and any proposed amendments, to a Plan or to the Operational Policies and Procedures will be submitted in accordance with Appendix 4G [Operating Period Review Procedure].
- 4.6 **Compliance with "REVIEWED" Operating Period Submittals** [GP13, Performance Indicators Chart] - Following receipt by Project Co of a "REVIEWED" Operating Period Submittal from the Authority, Project Co will implement and, at all times, comply with the applicable plans, policies, procedures, measures and other provisions set out in such "REVIEWED" Operating Period Submittal.

PART 5. SERVICES

- 5.1 **Handback Requirements** - Project Co will carry out the Handback Requirements in accordance with Appendix 4B [Handback Requirements].
- 5.2 **Plant Services** - Project Co will perform the Plant Services as described in Appendix 4C [Plant Services].
- 5.3 **Help Desk Services** - Project Co will perform the Help Desk Services as described in Appendix 4D [Help Desk Services].
- 5.4 **Utility Management Services** - Project Co will perform the Utility Management Services as described in Appendix 4E [Utility Management Services].
- 5.5 **Roads, Grounds and Landscape Maintenance Services** - Project Co will perform the Roads, Grounds and Landscape Maintenance Services as described in Appendix 4F [Roads, Grounds and Landscape Maintenance Services].

- 5.6 **Additional Services** - Project Co agrees that in addition to the Services it will provide all other ancillary and additional services as may be reasonably required to achieve the standards and specifications set out in this Agreement.

PART 6. MALICIOUS DAMAGE

- 6.1 **Acknowledgement** - Project Co acknowledges and agrees that the nature of operating a pre-trial detention facility creates a higher instance of wear and tear than would be expected for other types of institutional facilities, including damage resulting from the malicious, intentional, wilful, negligent and careless conduct of Inmates, visitors and others. Project Co further acknowledges and agrees that Malicious Damage is an expected occurrence throughout the Facility, but is anticipated to be particularly acute in the Segregation and Observation Unit. As a result of the expected occurrence of Malicious Damage at the Facility, Project Co, as part of its obligations pursuant to this Agreement, is obligated to maximize the Facility's sustainability and resistance to damage through the Design and Construction, in accordance with Schedule 3 [Design and Construction Specifications], and to perform the Services, including Maintenance, so as to minimize the susceptibility of the Facility to such damage.
- 6.2 **Malicious Damage** - Project Co will respond to Demand Requisitions in respect of all Malicious Damage, and to any other situation whereby Project Co identifies the occurrence of Malicious Damage. Project Co will make a prompt initial determination whether the occurrence of such Malicious Damage:
- 6.2.1 could have been anticipated and prevented, or substantially mitigated, through proper performance of the Design or Construction in accordance with the Design and Construction Specifications;
 - 6.2.2 could have been anticipated and prevented, or substantially mitigated, through proper performance of the Services in accordance with the Services Protocols and Specifications; or
 - 6.2.3 could not have been anticipated and prevented, or substantially mitigated, through proper performance of the Design and Construction in accordance with the Design and Construction Specifications or proper performance of the Services in accordance with the Services Protocols and Specifications.
- 6.3 **Repair** - Where either, or both, Section 6.2.1 or 6.2.2 [Malicious Damage] of this Schedule apply, Project Co will, as part of the Services, and without reimbursement from the Authority, Repair the Malicious Damage within the applicable Rectification Period and promptly undertake such additional modifications or adjustments to the Design and Construction of the Facility and to the performance of the Services as are necessary to maximize the Facility's sustainability and resistance to further or future Malicious Damage, provided that any modifications or adjustments will be subject to:
- 6.3.1 compliance with the Design and Construction Specifications and the Services Protocols and Specifications;

- 6.3.2 minimization of disruption to the operation of the Facility; and
- 6.3.3 consultation with, and prior approval of, the Authority, such approval not to be unreasonably withheld or delayed.

6.4 **Repair Estimate** - Where Section 6.2.3 [Malicious Damage] of this Schedule applies then, subject to Section 6.5 [Emergency Repair] of this Schedule, where Project Co estimates that the cost to Repair the Malicious Damage is:

- 6.4.1 less than or equal to \$2,000, Index Linked, Project Co will complete the Repairs within 48 hours after becoming aware of the Malicious Damage, without any further direction from the Authority, and the provisions of Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply, as if the Repairs were Minor Works; or
- 6.4.2 greater than \$2,000, Index Linked, Project Co will:
 - 6.4.2.1 within 24 hours after becoming aware of the Malicious Damage, prepare and deliver to the Authority's Operating Period Representative, an estimate of the cost to Repair the Malicious Damage, calculated in accordance with the applicable Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%; and
 - 6.4.2.2 not Repair the Malicious Damage, unless and until directed to do so by the Authority in writing.

Where the Authority directs Project Co to Repair Malicious Damage pursuant to this Section 6.4.2 [Repair Estimate], Project Co will complete the necessary Repairs within such reasonable time as the Authority may direct and the provisions of Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply, as if the Repairs were Minor Works.

6.5 **Emergency Repair** - Notwithstanding Section 6.4.2 [Repair Estimate] of this Schedule, where the Authority or Project Co determines, acting reasonably, that the continuing existence of the Malicious Damage poses a material risk to human safety or to Facility security, Project Co will, without any further direction from the Authority, commence taking such reasonable steps as are necessary in the circumstances to eliminate the risk to human safety and ensure the security of the Facility within 4 hours after becoming aware of the Malicious Damage, and will thereafter diligently complete such work as quickly as practicable. Where Section 6.2.3 [Malicious Damage] of this Schedule applies in respect of such Malicious Damage, the provisions of Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply, as if such remedial steps were Minor Works. The provisions of this Section 6.5 [Emergency Repairs] do not apply in the case of Repairs pursuant to Section 6.3 [Repair] of this Schedule.

PART 7. AUTHORITY FM SERVICES

- 7.1 **Acknowledgement** - Project Co acknowledges that there is an interface between the Services and the Authority FM Services, and that for the Authority to establish Good Industry Practice for the Authority FM Services, the Authority requires information from Project Co regarding the interface.
- 7.2 **Interface Requirements** - Project Co will from time to time, at such times as Project Co determines, or following a reasonable request from the Authority, provide written information to the Authority setting out reasonable measures Project Co considers are required for Good Industry Practice, related to the interface between the Services and the Authority FM Services.
- 7.3 **Authority Consideration** - The Authority will, acting reasonably, consider the information provided by Project Co and provide comments to Project Co and seek to agree on the implementation of Good Industry Practice for the Authority FM Services.
- 7.4 **Reservation of Right** - The Authority reserves the right not to implement any measure identified by Project Co, provided however that such right will not limit Project Co's entitlement to claim for a Compensation Event as provided under this Agreement.

PART 8. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

[GP14, Performance Indicators Chart]

8.1 Supply of CMMS

- 8.1.1 Prior to the Service Commencement Date, Project Co will supply and install a Computerized Maintenance Management System (CMMS) that will have as its users both Project Co Persons engaged in the delivery of Services and designated Authority Persons.
- 8.1.2 In addition to the number of CMMS user licenses required by Project Co for performance of the Services, Project Co will provide a minimum of three concurrent user licenses to the Authority, which licenses will be sufficient to permit Authority Persons to obtain full "read only" access, at all times throughout the Term, to all non-financial CMMS data and other CMMS information related to the operation and maintenance of the Facility.
- 8.1.3 Project Co will ensure that all information regarding the CMMS is at all times correct and current and will provide updated information regarding the CMMS to the Authority on a timely basis. Project Co will ensure that all information regarding the CMMS which it provides to the Authority is sufficient and appropriate to enable the Authority to train and orient designated Authority Persons with respect to the use and operation of the CMMS.

- 8.2 **Functionality Requirements** - The CMMS will, at a minimum:

- 8.2.1 be a comprehensive maintenance work management solution for planned and unplanned activities including predictive, preventive and corrective Maintenance, schedule management, resource optimization, inventory planning, asset management, monitoring and costing, long and short-term planning, report creation and management, warranty tracking, and Performance Indicator tracking;
 - 8.2.2 use a non-proprietary, industry standard, database, such as Oracle or Microsoft SQL, which: (i) provides ease of data migration to an area enterprise computerized maintenance management system, if one becomes available to the Authority in the future; and (ii) at all times remains compatible with the database systems then being employed by the Authority;
 - 8.2.3 have application functionality that does not occur at the database level;
 - 8.2.4 operate on a performance based internet browser program that is compatible with the Authority's operating system, as it may be updated or replaced from time to time;
 - 8.2.5 not require any PC client software;
 - 8.2.6 have the capability to trace duplicate work requests and work orders;
 - 8.2.7 have the capability to track and report Response Times and Rectification Periods;
 - 8.2.8 have the capability to track Malicious Damage as a separate category and report it separately;
 - 8.2.9 track work orders for Services as well as Authority FM Services; and
 - 8.2.10 employ appropriate security, data protection and access protocols, all in accordance with Good Industry Practice.
- 8.3 **Project Co Services** - Project Co will:
- 8.3.1 host the CMMS on a dedicated server, equipped with a UPS and located within an air conditioned computer server room at the Facility;
 - 8.3.2 ensure that the Authority's access to the CMMS is based on secure IP connectivity across the Authority's LAN/WAN infrastructure;
 - 8.3.3 perform all CMMS Maintenance, administration and support and provide initial and annual refresher training (or on an as needed basis, as determined by the Authority) to designated Project Co Persons, Authority Persons and other Facility Administrators with respect to the use and operation of the CMMS;
 - 8.3.4 be responsible for all CMMS hardware and software, hardware and software installations, upgrades, repairs, annual maintenance service agreements, updates and for maintaining all system and associated equipment;

- 8.3.5 maintain all nameplate data for every piece of equipment in the CMMS and ensure that every piece of equipment has a unique identifier code;
- 8.3.6 provide the Authority with customized CMMS reports on request;
- 8.3.7 affix a CMMS integrated identifier sticker with barcode on each piece of Equipment, and ensure that identifier and barcode information will be printed on each service ticket and work order;
- 8.3.8 allow the Authority access, upon request, to all CMMS data and other records; and
- 8.3.9 use wireless mobile devices to read barcodes and/or radio frequency identification in performing routes/rounds, observations, inspections and Maintenance. Project Co will provide wireless mobile devices that will record work status, materials, time and attendance, failure codes, tools, and comments at a minimum, and have the capability to create new service tickets and work orders on demand, and capture signatures for completed tasks. Data created and captured in the wireless mobile devices must be capable of being wirelessly transmitted in a secure manner to the CMMS or stored and forwarded via a docking cradle. Project Co is responsible for all equipment and costs associated with wireless mobile devices. In addition to the number of wireless devices required by Project Co for performance of the Services, Project Co will supply and maintain three additional wireless mobile devices for Authority Persons.

PART 8A. CMMS AND ESC SYSTEMS SOFTWARE AND FIRMWARE MAINTENANCE

[GP15A, Performance Indicators Chart]

8A.1 CMMS and ESC Systems Software and Firmware Maintenance- Project Co will:

- 8A.1.1 proactively maintain all software and firmware for all components of the CMMS and ESC system (including all subsystems) and CMMS and ESC Data Network (including CMMS and ESC Wireless Data Network and wireless devices), including replacement or upgrading whenever such software or firmware is no longer supported, or every seven (7) years, whichever occurs first;
- 8A.1.2 provide software maintenance including patches and software upgrades with no mandatory ongoing or upgrade costs due by the Authority. Project Co will obtain approval from Authority prior to deploying any major patch or software upgrade and will schedule and perform such deployment such that it does not disrupt the operation of the Facility;
- 8A.1.3 perform all upgrades in consultation with the Authority; including the development of deployment plan, risk assessment, acceptance testing and update of operations and maintenance manuals;
- 8A.1.4 regularly update all security definitions for software and hardware; and

- 8A.1.5 proactively and routinely monitor and review CMMS and ESC Data Network (wired and wireless) logs, reports and alarm messages to identify intrusions (successful and attempts) and modify security measures to eliminate the threat(s).

PART 9. PERFORMANCE MONITORING AND REPORTING

9.1 Project Co Performance Monitoring [GP15, Performance Indicators Chart]

9.1.1 Certain Services described within these Services Protocols and Specifications have a corresponding Performance Indicator that describes the criteria used to determine whether Project Co has delivered the Services in accordance with the requirements of these Services Protocols and Specifications.

9.1.2 Project Co will at all times during the Operating Period have in place a Performance Monitoring Program pursuant to which Project Co will monitor the delivery of the Services and which will, at all times, permit the Authority to determine whether or not Project Co has delivered the Services in accordance with the applicable performance requirements. The Performance Monitoring Program will include:

9.1.2.1 all electronically recorded or written data, information or communications made in respect of the Services and all aspects of the Facility for which Project Co is responsible, including:

9.1.2.1(1) such data, information, communications and records made to or generated by the BMS, the CMMS, the Help Desk and any other information systems used by Project Co in connection with the Facility and the Services;

9.1.2.1(2) trending reports from the CMMS with respect to Malicious Damage, repair of Malicious Damage and any modifications or adjustments to the Design, Construction or performance of the Services implemented in accordance with Section 6.3 [Repair] of this Schedule; and

9.1.2.1(3) trend logs from the BMS;

9.1.2.2 all other Project Co self-monitoring and reporting, including:

9.1.2.2(1) records of Response Times and Rectification Periods;

9.1.2.2(2) Help Desk Reports and other Help Desk records; and

9.1.2.2(3) tracking of any failure to comply with these Services Protocols and Specifications, including failures to comply with any applicable Law, Authority Policies and Procedures and any other service quality issues identified through Project Co's

operating period quality assurance program, included in the then current Annual Service Plan; and

- 9.1.2.3 all reports in Project Co's possession or otherwise available to Project Co made by or to any Governmental Authority with respect to the Facility or the Services.

9.2 **Periodic Reporting** [GP16, Performance Indicators Chart]

9.2.1 Project Co will prepare and deliver a performance monitoring report (the "**Performance Monitoring Report**") to the Authority's Operating Period Representative within five Business Days after the end of each Payment Period during the Operating Period. Each Performance Monitoring Report will include the following information for the relevant Payment Period:

- 9.2.1.1 all statistical data required for any provincial or federal reports or returns reasonably required by the Authority;
- 9.2.1.2 all monitoring which has been performed by Project Co in accordance with the Performance Monitoring Program with a summary of all findings;
- 9.2.1.3 a summary of all life safety actions and statutory testing, such as security system inspections, fire extinguisher inspections, generator testing and alarm and sprinkler testing conducted during the applicable Payment Period;
- 9.2.1.4 a summary of all Unavailability Events, Service Failures and Demand Requisitions, including:
 - 9.2.1.4(1) the number and a summary of each individual Demand Requisition;
 - 9.2.1.4(2) the applicable Response Time and Rectification Period for each Demand Requisition in accordance with Table 1 [Response Time and Rectification Period Requirements] of Attachment 1 to Appendix 4C [Plant Services];
 - 9.2.1.4(3) identification of the affected Functional Unit(s); and
 - 9.2.1.4(4) actual Response Time and Rectification Period for each;
- 9.2.1.5 a summary detailing the implementation of the Annual Service Plan then in effect, including a summary of:
 - 9.2.1.5(1) the Staffing Plan with details of personnel changes, training and methods statements;
 - 9.2.1.5(2) all Scheduled Maintenance, statutory testing and planned shutdowns implemented during the applicable Payment Period

and planned for the next reporting period, including schedules and methods statements; and

9.2.1.5(3) all Demand Maintenance performed during applicable Payment Period; and

9.2.1.5(4) the delivery of all other Services; and

9.2.1.6 a summary of all failures by Project Co Persons to comply with, or fulfil the requirements of, any applicable Law, Authority Policies and Procedures or the then current Operational Policies and Procedures or Plans;

9.2.1.7 in addition to any other information required to be reported by these Services Protocols and Specifications, and for each Demand Requisition arising out of an act of Malicious Damage, details of the cause of the Malicious Damage, the location of the Malicious Damage and an analysis of whether the cause of the Malicious Damage could have been reasonably prevented or substantially mitigated during Design and Construction;

9.2.1.8 a copy of any reports required by a Governmental Authority in respect of any failure of a Maintained Element; and

9.2.1.9 a summary and calculation of all adjustments to the relevant Periodic Payment and details of the root cause(s) of each Deduction.

9.3 **Authority Inspection and Audit** *[GP17, Performance Indicators Chart]*

9.3.1 Project Co will ensure that systems and controls, acceptable to the Authority are in place to safeguard property, Inmate and Authority information, confidentiality, cash and commodities, and that appropriate records are kept and available for inspection by the Authority;

9.3.2 Project Co will, on reasonable notice from the Authority (which for the purpose of this Section will not be greater than 48 hours):

9.3.2.1 permit the Authority to access, review and audit all records, information and reports maintained by Project Co including all Performance Monitoring Reports and other reports generated in accordance with the Performance Monitoring Program, including the methods and equipment used to calculate or determine the information therein;

9.3.2.2 ensure that the Performance Monitoring Program stores information and generates reports such that they are capable of, and readily available for, audit; and

9.3.2.3 facilitate and assist the Authority with, and participate in, any audit or inspection undertaken by the Authority with respect to the Facility, the Services or the Performance Monitoring Program.

9.4 **Reporting Failures** - Any failure of Project Co to prepare and submit to the Authority a Performance Monitoring Report in accordance with this Schedule will be deemed to be a Medium Service Failure on the first day each Performance Monitoring Report is due and not submitted and an additional High Service Failure each day thereafter, until submitted.

9.5 **Reporting Errors** - If any of the matters contained in a Performance Monitoring Report are incorrect or the Performance Monitoring Report fails to refer to any Unavailability Event or Service Failure that was not Rectified within the applicable Rectification Period (each of which is a "**Reporting Error**"):

9.5.1 Project Co will:

9.5.1.1 if the Reporting Error occurred other than as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, or if the Reporting Error is discovered by Project Co and reported to the Authority prior to its discovery by the Authority, immediately pay to the Authority an amount equal to the amount overpaid by the Authority as a result of the Reporting Error, with interest at the Default Rate from the date of payment by the Authority to the date of repayment to the Authority; or

9.5.1.2 if the Reporting Error occurred as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, or the Reporting Error is discovered by the Authority before it is discovered and reported to the Authority by Project Co, immediately pay to the Authority an amount equal to twice the amount overpaid by the Authority as a result of the Reporting Error; and

9.5.2 the Authority will immediately pay to Project Co an amount equal to the amount underpaid by the Authority as a result of the Reporting Error.

9.6 **Parties to Advise of Reporting Errors** - If at any time either the Authority or Project Co becomes aware of a Reporting Error, the party who discovers the error will immediately advise the other party of its nature and, if possible, its effect.

9.7 **Increased Monitoring** - If:

9.7.1 Project Co incurs Deductions exceeding:

9.7.1.1 \$24,000 (Index Linked) or more in any two consecutive months in relation to either the Utility Services or the Roads, Grounds and Landscaping Maintenance Services;

9.7.1.2 \$30,000 (Index Linked) or more in any two consecutive months in relation to the Help Desk Services; or

9.7.1.3 \$42,000 (Index Linked) or more in any two consecutive months in relation to the Plant Services; or

9.7.2 a Reporting Error (whether related to the same type of Reporting Error or not) occurs on more than three occasions in any 12 month period,

the Authority may:

9.7.3 on notice to Project Co specifying in reasonable detail the additional measures the Authority intends to take, increase its monitoring of the performance by Project Co under this Agreement; and

9.7.4 carry out any inspections and audits which it reasonably requires,

for a period of up to 90 days. Project Co will reimburse the Authority for all reasonable costs and expenses incurred by the Authority in carrying out such additional monitoring, inspections and audits within five Business Days after the Authority delivers an invoice to Project Co for such amounts.

9.8 **Replacement of Non-Performing Sub-Contractor** - If Project Co has accrued Deductions in excess of:

9.8.1 \$24,000 (Index Linked) or more in any two consecutive months in relation to either the Utility Services or the Roads, Grounds and Landscaping Maintenance Services;

9.8.2 \$30,000 (Index Linked) or more in any two consecutive months in relation to the Help Desk Services; or

9.8.3 \$42,000 (Index Linked) or more in any two consecutive months in relation to the Plant Services,

in respect of any Service performed by a Sub-Contractor or Sub-Contractors to the Service Provider:

9.8.4 the Authority may, by written notice to Project Co (a "**Sub-Contractor Termination Notice**"), require Project Co to cause the termination of the Sub-Contract or Sub-contracts of the Sub-Contractor or Sub-Contractors delivering the Service(s) which gave rise to such Deductions; and

9.8.5 within 90 days of receipt of the Sub-Contractor Termination Notice, Project Co will cause a replacement of such Sub-Contractor or Sub-Contractors in accordance with Sections 4.5 [Use of Sub-Contractors] and 4.9 [Delivery of Amended Material Contracts] of the Agreement.

9.9 **Authority's Right of Access** - Without in any way limiting Project Co's exclusive responsibility for the Services, the Authority (either itself or by engaging others) may at all times during the

Operating Period, without notice, access, audit and inspect the Facility and Project Co's delivery of the Services so as to confirm:

9.9.1 the performance by Project Co of its obligations under this Agreement; and

9.9.2 that the Facility is being maintained in accordance with the terms of this Agreement,

provided that:

9.9.3 the Authority does not unreasonably interfere with the performance by Project Co of its obligations under this Agreement; and

9.9.4 the Authority complies with Project Co's reasonable safety and security policies, provided that Project Co has delivered copies of such policies to the Authority and such policies do not unreasonably impair or limit the Authority's ability to access all aspects of the Facility.

9.10 **Customer Satisfaction Assessments** [GP18, Performance Indicators Chart]

9.10.1 No later than 120 days prior to the Target Service Commencement Date, Project Co will submit to the Authority, Project Co's proposed system for assessment of designated Authority Persons' and Facility Administrators' satisfaction with Project Co's provision of the Services (the "**Customer Satisfaction System**"). Project Co's proposed Customer Satisfaction System will:

9.10.1.1 include a breakdown of each element of the Services to be surveyed (i.e. cleanliness, security, building and plant equipment, emergency response, asset management, general maintenance, Facility condition, environmental controls, communication, cooperation, management of personnel and Sub-Contractors, responsiveness, reporting, invoicing, relationship management, realization of Authority priorities, etc.), (each, a "**Surveyed Element**");

9.10.1.2 specifically identify any questions designed to elicit information only ("**Informational Questions**"), and all questions to which the provisions of Sections 9.10.6 and 9.10.7 [Customer Satisfaction Assessments] will apply ("**Rated Questions**"), provided that, no more than 40% of the questions on a survey may be Informational Questions;

9.10.1.3 include the weighting to be applied to each Surveyed Element and to each sub-component comprising the Surveyed Element;

9.10.1.4 provide for each Rated Question to be measured using the following scale:

1 = Very Dissatisfied	2 = Dissatisfied
3 = Neither Satisfied nor Dissatisfied	4 = Satisfied
5 = Very Satisfied	N/A = Don't Know or Unable to Answer

- 9.10.1.5 provide for each Informational Question to be answered using either the same scale as set out in Section 9.10.1.4 [Customer Satisfaction Assessments], narrative responses or a combination of both; and
- 9.10.1.6 be generally consistent with the customer satisfaction system described in Appendix 4A [Proposal Extracts (Services)].
- 9.10.2 No later than three (3) months prior to the Target Service Commencement Date, Project Co will submit a finalized draft of the Customer Satisfaction System to the Authority's Operating Period Representative in accordance with Appendix 4G [Operating Period Review Procedure].
- 9.10.3 Project Co will implement the "REVIEWED" Customer Satisfaction System by no later than the Service Commencement Date and will thereafter survey those Authority Persons and other Facility Administrators designated by the Authority, in accordance with the requirements of the Customer Satisfaction System, at least once each calendar year.
- 9.10.4 Following completion of each survey of designated Authority Persons and other Facility Administrators, Project Co will document the survey results in a written report, including a detailed breakdown of all satisfaction ratings on each Surveyed Element and a consolidated list of all narrative comments (each, a "**Customer Satisfaction Report**"). For the purpose of this Section 9.10 [Customer Satisfaction Assessments], Project Co's satisfaction rating in respect of a Surveyed Element will be the weighted average of all scores received in respect of the relevant Surveyed Element.
- 9.10.5 Within 30 Days of completion of each survey, Project Co will deliver to the Authority's Operating Period Representative a copy of the Customer Satisfaction Report, together with details of Project Co's proposed remedial plan where Section 9.10.6.2 or Section 9.10.6.3 [Customer Satisfaction Assessments] applies.
- 9.10.6 For each Surveyed Element in respect of which: *[GP19, Performance Indicators Chart]*
 - 9.10.6.1 Project Co's satisfaction rating is 85% or greater, no remedial action will be required;
 - 9.10.6.2 Project Co's satisfaction rating is between 65% and 84.9%, Project Co will prepare a plan, acceptable to the Authority, to promptly address and improve its performance of the relevant Services; and
 - 9.10.6.3 Project Co's satisfaction rating is 65% or less, it will be deemed to be a Medium Service Failure and Project Co will also prepare a plan, acceptable to the Authority, to promptly address and improve its performance of the relevant Services.
- 9.10.7 Where Section 9.10.6.2 [Customer Satisfaction Assessments] applies, unless Project Co achieves a satisfaction rating of 85% or greater in respect of the relevant Surveyed

Element during the next scheduled survey then, without limiting the requirements of Section 9.10.6.2 or Section 9.10.6.3 [Customer Satisfaction Assessments], such failure to achieve a satisfaction rating of 85% or greater shall be deemed to be an additional Medium Service Failure. *[GP20, Performance Indicators Chart]*

9.10.8 At least once every five years throughout the Term, Project Co will review and propose revisions to the Customer Satisfaction System to:

9.10.8.1 ensure that it at all times constitutes a meaningful and informative tool for assessment of Authority Persons' and other Facility Administrators' satisfaction with Project Co's provision of the Services; and

9.10.8.2 address any deficiencies or other weaknesses in the Customer Satisfaction System which are identified by Project Co, the Authority, the Operating Period Committee or the survey respondents.

Project Co will submit all proposed Customer Satisfaction System revisions to the Authority's Operating Period Representative in accordance with Appendix 4G [Operating Period Review Procedure]

PART 10. PERFORMANCE INDICATORS CHART

<i>Schedule 4 - Services Protocols and Specifications</i>						
Section	Reference	Parameter	Service Failure Category	Response Time	Rectification Period	Recording Frequency
Section 2.1	GP01	Delivery of Services				
	GP01	In accordance with the Project Agreement and these Service Protocols and Specifications compliance with applicable Law and Authority Policies and Procedures, whether or not specifically identified in these Service Protocols and Specifications.	High	30 min	4 hrs	A
Section 2.4	GP02	General and Emergency Communications				
	GP02	Project Co shall fulfill its role with respect to communications during the Operational Term in compliance with the communication and cooperation protocol included in the then current Annual Service Plan, as required by Section 2.4 of Schedule 4 [Service Protocols and Specifications].	Medium	2 hrs	24 hrs	R
Section 2.5	GP03	Contingency Planning and Crisis Management				
	GP03	Project Co has cooperated with the Authority and assisted the Authority to develop the Contingency/Crisis Management Plan and has submitted and updated the Contingency Failure Plan in accordance with Part 4.	High	30 min	4 hrs	A
Section 2.6	GP04	Staffing				
	GP04	In accordance with Section 2.6 of these Service Protocols and Specifications, Project Co will provide sufficient qualified staff to competently execute the terms of the Project Agreement	High	30 min	4 hrs	M
Section 2.6.2	GP05	Training and Ongoing Knowledge and Skills Development				
	GP05a	All Project Co employees are appropriately trained and records on training are maintained in accordance with Section 2.6.2 of these Services Protocols and Specifications.	Medium	2 hrs	24 hrs	M
	GP05b	Proof of licenses, qualifications and registrations provided to the Authority representative for all Project Co Persons' employees annually in accordance with Section 2.6.2 of these Services Protocols and Specifications.	High	30 min	4 hrs	A
Section 2.6.3	GP06	Recruitment and Orientation				
	GP06	All Project Co Persons' employees have received orientation training prior to starting work with list and date of orientation conducted provided by Project Co once every 6 months.	Medium	2 hrs	24 hrs	B
Section 2.6.3	GP07	Human Resource Matters				
	GP07	Project Co employees are uniformed, maintain a high standard of personal hygiene and wear ID badges provided by the Authority at all times.	Low	4 hrs	72 hrs	M
Section 2.6.4	GP08	Occupational Health and Safety and Risk Management				
	GP08	Provision of all Services in compliance with Section 2.6.4 of Schedule 4 [Services Protocols and Specifications] and applicable Law.	High	30 min	4 hrs	R
Section 2.7	GP09	Supervision				
	GP09	FM General Manager or designate provided by Project Co at the Facility available and contactable 24 hours, 365 or 366 days/year, as applicable, for all purposes related to these Service Protocols and Specifications in accordance with Section 2.7 of these Service Protocols and Specifications.	High	N/A	N/A	R

Schedule 4 - Services Protocols and Specifications (continued)						
Section	Reference	Parameter	Service Failure Category	Response Time	Rectification Period	Recording Frequency
Section 3.1	GP10	Operating Period Representatives				
	GP10	In accordance with Section 3.1 of these Specifications, Project Co shall appoint and maintain an Operating Period Representative	High	N/A	N/A	A
Section 3.3	GP11	Joint Technical Review				
	GP11	Project Co shall rectify any identified deficiencies in accordance with a "REVIEWED" remediation plan.	Low	4 hrs	72 hrs	R
Section 4.1	GP12	Project Co Plans and Operational Policies and Procedures				
	GP12a	In accordance with the Project Agreement and Section 4.1.1 through Section 4.1.6 of these Services Protocols and Specifications, Project Co submits all Project Co Plans, and Operational Policies, Procedures and Practices within specified time parameters.	Report	2 hrs	24 hrs	PR
	GP12b	Project Co has at all times its own contingency plan in the event of a malfunction of the CMMS or an Availability Failure event or Service Failure in any of the Services Project Co is responsible.	High	30 min	4 hrs	PR
	GP12c	Project Co shall have contingency failure plans in response to any, and all, utility and equipment failures.	High	30 min	4 hrs	PR
Section 4.6	GP13	Compliance with "REVIEWED" Operating Period Submittals				
	GP13	Project Co complies with the applicable plans, policies, procedures, measures and other provisions set out in such "REVIEWED" Operating Period Submittal.	High	30 min	4 hrs	D
Part 8	GP14	Functionality Requirements				
	GP14	Project Co to provide a CMMS that meets the requirements set out in Part 8 of these Service Protocols and Specifications.	High	N/A	N/A	D
Part 8A	GP15A	Functionality Requirements				
	GP15A	Routinely provide all maintenance and upgrades in accordance with section 8A.1.	High	4 hrs	10 days	M
Section 9.1	GP15	Project Co Performance Monitoring				
	GP15	Project Co shall at all times have in place the Performance Monitoring Program for all of the Services in accordance Section 9.1 of these Service Protocols and Specifications	High	30 min	4 hrs	PR
Section 9.2	GP16	Periodic Reporting				
	GP16	Project Co shall prepare a Performance Monitoring Report and deliver it to the Authority within 5 Business Days after the end of each Payment Period during the Operating Period.	Report	2 hrs	24 hrs	M
Section 9.3	GP17	Authority Inspection and Audit				
	GP17	Assist and participate in the Authority's self audit process	Medium	2 hrs	24 hrs	A
Section 9.10	GP18	Customer Satisfaction Assessments				
	GP18	Conduct all Customer Satisfaction Assessments in accordance with Section 9.10 of these Services Protocols and Specifications.	Medium	2 hrs	24 hrs	A
Section 9.10.6	GP19	Customer Satisfaction Assessments				
	GP19	Project Co achieves a satisfaction rating of 65% or less in respect of a Surveyed Element.	Medium	N/A	N/A	A
Section 9.10.7	GP20	Customer Satisfaction Assessments				
	GP20	Project Co fails to achieve a satisfaction rating of 85% or greater in respect of a Surveyed Element for which Project Co received a satisfaction rating between 65% and 84.9% during the previous survey.	Medium	N/A	N/A	A

Legend:

Recording Frequency:

PR=Per Request

PE=Per Event

M=Monthly

D=Daily

B=Bi-Annually

A=Annually

R=Randomly, At Any Moment in Time

N/A= Not Applicable

APPENDIX 4A

PROPOSAL EXTRACTS (SERVICES)

[Replace this page with separate printout of Appendix 4A document.]

APPENDIX 4B

HANDBACK REQUIREMENTS

[Replace this page with separate printout of Appendix 4B document.]

APPENDIX 4C

PLANT SERVICES

[Replace this page with separate printout of Appendix 4C document.]

APPENDIX 4D

HELP DESK SERVICES

[Replace this page with separate printout of Appendix 4D document.]

APPENDIX 4E

UTILITY MANAGEMENT SERVICES

[Replace this page with separate printout of Appendix 4E document.]

APPENDIX 4F

ROADS, GROUNDS AND LANDSCAPE MAINTENANCE SERVICES

[Replace this page with separate printout of Appendix 4F document.]

APPENDIX 4G

OPERATING PERIOD REVIEW PROCEDURE

[Replace this page with separate printout of Appendix 4G document.]

APPENDIX 4H

SERVICES EXCEPTIONS

[Replace this page with separate printout of Appendix 4H document.]

APPENDIX 4I

SERVICES DURING CONSTRUCTION PERIOD

[Replace this page with separate printout of Appendix 4I document.]