

Sime, Mark LCTZ:EX

From: Kishimoto, Mike J LCTZ:EX
Sent: Monday, May 7, 2012 11:09 AM
To: Agerup, Pelle LCTZ:EX
Cc: Martin, Leigh LCTZ:EX; Poutney, Richard G LCTZ:EX
Subject: FW: Invitation - Fairness Monitor

From: Wanless, Erik LCTZ:EX
Sent: Monday, May 7, 2012 11:08 AM
To: Kishimoto, Mike J LCTZ:EX
Subject: FW: Invitation - Fairness Monitor

As requested

From: S22
Sent: Monday, March 26, 2012 3:43 PM
To: Wanless, Erik LCTZ:EX
Subject: Re: Invitation - Fairness Monitor

Thank you, Erik. I have been in touch with Mike Kishimoto and have signed confidentiality agreement and conflict acknowledgement. Thank you for the notification - I am very pleased to be working on this project.

Thanks
George
Sent on the TELUS Mobility network with BlackBerry

From: "Wanless, Erik LCTZ:EX" <Erik.Wanless@gov.bc.ca>
Date: Mon, 26 Mar 2012 14:32:38 -0700
To: 'Office@macauley.ca' <Office@macauley.ca>
Cc: S22 Cope, Dan
LCTZ:EX <Dan.Cope@gov.bc.ca>
Subject: Invitation - Fairness Monitor

After evaluating submissions for the position of Fairness Monitor, George Macauley of Macauley & Associates Consulting Inc. has been selected as the successful vendor. We will be in touch with you shortly as we work through the contract process for this procurement. Thank you for your interest in this project.

Sincerely,
Erik Wanless (for Dan Cope)

Erik Wanless
Manager
Office of the Chief Information Officer
Ministry of Labour, Citizens' Services and Open Government

Sime, Mark LCTZ:EX

From: Kishimoto, Mike J LCTZ:EX
Sent: Monday, May 7, 2012 11:07 AM
To: Agerup, Pelle LCTZ:EX
Cc: Martin, Leigh LCTZ:EX; Poutney, Richard G LCTZ:EX
Subject: FW: Invitation - Fairness Monitor

From: Cope, Dan LCTZ:EX
Sent: Monday, May 7, 2012 11:04 AM
To: Kishimoto, Mike J LCTZ:EX
Subject: FW: Invitation - Fairness Monitor

Dan Cope
Manager, Business Priorities
Ministry of Labour, Citizens' Services and Open Government
Office of the Chief Information Officer
215 - 553 Superior Street

From: S22 **On Behalf Of** George Macauley
Sent: Monday, March 12, 2012 10:53 AM
To: Cope, Dan LCTZ:EX
Subject: Re: Invitation - Fairness Monitor

Thanks, Dan. I will be responding to your invitation as set out in your email. I have performed a number of fairness monitoring engagements with the provincial government and have enjoyed working with the provincial representatives and the challenges of these procurement processes.

Thank you for your invitation.

George

On Mon, Mar 12, 2012 at 10:12 AM, Cope, Dan LCTZ:EX <Dan.Cope@gov.bc.ca> wrote:

Mr. Macauley,

We are sending this invitation to you as we understand you have experience relevant to the outlined request. Should you be interested, please respond to this submission by Monday March 19th.

Dan Cope
Manager, Business Priorities
Ministry of Labour, Citizens' Services and Open Government
215 - 553 Superior Street

Invitation – Fairness Monitor

This invitation closes at **5 pm PST, March 19, 2012**. Submissions are to be a maximum of five pages. Submissions will be reviewed by assessing the consultants' relevant work experience against the requirements described below. As part of the selection process, the Province may choose to hold an interview with top respondents; before the interview process, selected respondents may be required to sign a Non-Disclosure Agreement (NDA).

The Province is seeking proposals from qualified respondents to assist it in providing a fairness monitoring role as an independent consultant on the Liquor Distribution privatization procurement. The expertise required includes:

1. Review the procurement documentation so as to understand the Negotiated Request For Proposal process;
2. Monitor the process for adherence to the terms of the procurement document, including participating at the respondents meeting, site visits (if any), oversight during evaluation of submissions and subsequent best and final offer processes as well as final selection of the Selected Respondent; and
3. The fairness monitor will prepare a fairness summary based on observations made during delivery of the procurement process. This report will be made publicly available.

- Proven experience performing a fairness monitoring role on significant alternative services delivery or privatization procurements;
- In-depth knowledge of alternative procurement processes utilizing negotiating or joint solution development processes or other alternative procurement practices with features such as best and final offers or similar;
- Experience in writing and delivering fairness reports to senior executives; and
- A proven background in analytical and business skills consulting, preferably on large complex projects.

2.0 Timeline / Availability:

The Province anticipates the duration of this engagement to be on an, as and when required basis, between late March 2012 and October 2012.

The time expectation of the fairness monitor will be to attend meetings and review documents however there may also be a requirement for short intense work for example during evaluations.

The work is expected to be primarily performed in Vancouver. The Province will compensate the contractor for pre-approved travel according to group 2 rates.

3.0 Selection Process:

The Province will use the following evaluation criteria in identifying the lead respondent.

1. Experience in delivering fairness monitoring roles according to the experience outlined in Section 1.0 (70% weighting); and
2. Hourly rate (30% weighting)

The respondent with the highest ranked score will be the successful respondent.

4.0 Response:

Responses to this invitation are to be emailed to Dan Cope at Dan.Cope@gov.bc.ca

PDF format is preferred

Dan Cope
Manager, Business Priorities
Ministry of Labour, Citizens' Services and Open Government

Office of the Chief Information Officer

215 - 553 Superior Street

--
George Macauley
Macauley & Associates Consulting Inc.

Office@macauley.ca
250-812-8148

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To: Agerup, Pelle LCTZ:EX
Cc: Martin, Leigh LCTZ:EX; Poutney, Richard G LCTZ:EX
Subject: FW: Invitation - Fairness Monitor
Attachments: Macauley Response - 2012-MAR-19.pdf; CV_GeorgeMacauley_2012_Mar - FYI - Not part of Response.pdf

From: Cope, Dan LCTZ:EX
Sent: Monday, May 7, 2012 11:04 AM
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Subject: FW: Invitation - Fairness Monitor

Dan Cope
Manager, Business Priorities
Ministry of Labour, Citizens' Services and Open Government
Office of the Chief Information Officer
215 - 553 Superior Street

From: S22 **On Behalf Of** George Macauley
Sent: Monday, March 19, 2012 3:04 PM
To: Cope, Dan LCTZ:EX
Subject: Re: Invitation - Fairness Monitor

Dan:

Thank you for the opportunity to respond to your invitation. We are pleased to be able to provide the attached response and look forward to the opportunity to be considered for this interesting engagement.

I have attached a copy of my CV as it sets out some of my non-Procurement activities, although it does not strictly form part of this response (nor part of the 5-page limit).

Thank you for your consideration.

George

George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
250-812-8148

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Mr. Macauley,

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PDF format is preferred

Dan Cope
Manager, Business Priorities
 Ministry of Labour, Citizens' Services and Open Government

Office of the Chief Information Officer

215 - 553 Superior Street

--
George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
250-812-8148

GEORGE DAVID MACAULEY

Address

742 Hampshire Road
Victoria, British Columbia
Canada V8S 4S4

Contact Information

(250) 812-8148
office@macauley.ca

Summary

George Macauley is a trained economist and lawyer. George has provided consulting services to the BC public sector and industry since 1991 in relation to justice transformation (strategic, economic), procurement (financial and process), oil and gas (economic), aboriginal affairs (federal/provincial cost sharing, land and resource, negotiation support), gaming (economic), forests (economic, policy, GIS systems), and general policy development. George has a long involvement with development of applications using Oracle (since 1990) and in financial/economic modeling.

Employment History

1991 - Present Self-Employed Consultant

- Under contract to the Purchasing Commission and Strategic Acquisitions and Technology Procurement (SATP) as a qualified supplier (2001-2005):
 - Participated in three major alternative service delivery (ASD) processes as process monitor to advise the Province on compliance with stated process. Projects included Revenue Management Project (BC Ministry of Provincial Revenue - SATP-027), Health Benefit Operations (SATP-029) and Workplace (Desktop) Support Services (SATP-042).
 - Worked with Ministries of Human Resources and Attorney General in the preparation and evaluation of RFPs and Requests for Qualifications.
- Under contract to SATP, worked with SATP in fairness capacity in the acquisition of telecommunication services for the Province and broader public service (2009).
- Under contract to the BC Ministry of Housing and Social Development (and its predecessor MEIA), participated as an advisor in the evaluation of responses to RFPs for (i) BC Employment Program, (ii) Community Assistance Program, (iii) Employment Program for Persons with Disabilities, and (iv) Bridging (2006-2008).
- Under contract to BC Information, Science and Technology Agency, acted as financial advisor in evaluating RFP proposals for the external operation of government MVS/VM, OpenVMS and Voice services.
- Under contract to BC Ministry of Attorney General (Court Services Branch), provided analysis of (i) court resources required to meet clerk and sheriff requirements of the judiciary and potential structures for service commitments by the Ministry to the judiciary, (ii) in-court and out-of-court staffing models for court administration and sheriff resources and distribution of staffing impacts among court regions and courthouses, and (iii) cost avoidance impacts associated with Ministry initiatives. (December 2010→).

- Under contract to Legal Aid Ontario, provided analysis of simplifying the criminal tariff structures based on experience in BC and other jurisdictions. (2010-2011).
- Under contract to BC Legal Services Society, provided analysis of existing billing and activity data (imported into Oracle for analysis) based on existing criminal (task) and family (hourly) tariff schedules for payment of lawyers. Developed Excel financial models of alternatives for simplifying the task (criminal) and hourly (family) tariff structures and developed stratified sampling plans for analysis of detailed rule application. (2009-2010).
- Under contract to BC Ministry of Attorney General, provided analysis of (i) civil court fees and the financial impact of revised Supreme Court Rules, (ii) impacts of other justice transformation initiatives, (iii) economic impact of Child Protection Mediation program in relation to MAG and MCFD, and (iv) courtroom scheduling and utilization. (July 2006-2009).
- Under contract to the BC Ministry of Energy, Mines and Petroleum Resources, prepared financial models and analyses relating to implementation of a Net Profit Royalty system to incent on-shore oil and gas exploration and development in BC. Supported analysis by Ministry staff to determine extent of ring fence based on natural gas reserves and economics using tools including Monte Carlo capabilities (with native Excel functionality), and discounted technical cost (levelized finding/development costs with specified industry after tax/royalty rate of return). (2008-2009)
- Under contract to the BC Ministry of Energy, Mines and Petroleum Resources, provided analysis to extend functionality of models (including carbon capture and storage (depleted reserves, aquifers, enhanced oil recovery) and review CERL demand/supply model for BC. (2009-2011).
- Under contract to Metro Vancouver, provided research support to the Municipal Port Property Taxation Fairness Commission (Dr. Enid Slack (U. Toronto) and Peter Adams, commissioners) assessing the rationale and implications of the major industrial tax rate caps under the BC Ports Property Tax Act. (2009-2010).
- Under contract to the BC Offshore Oil and Gas Team, worked with Dr. Campbell Watkins to develop financial model and analyses relating to fiscal regimes to incent offshore oil and gas development in BC. Models included existing royalty mechanisms in Canada and the US, variants of net profit royalty, enhanced taxation and rent sharing (with rental capital) with development of tools including Monte Carlo capabilities (with native Excel functionality) to assess risk/benefit sharing among industry and levels of government. (2003-2005)
- Under contract to Pacific Carbon Trust, assisted in (i) design of procurement processes, and (ii) evaluation of specific proposals and acquisition of greenhouse gas offsets to meet the carbon neutrality requirements of the BC government (July 2008-2010).
- Under contract to a major Canadian petroleum company, developing strategy and process for making applications for regulatory permits and licences to conduct operations in BC and other jurisdictions (May 2011→).
- Under contract to a major Canadian petroleum company, developed submissions (report and spreadsheets) to Alberta DOE for the application of the Oil Sands Royalty system to company projects (2008-09).

- Under contract to the BC Ministry of Forests, participated as a team member (with Philip Halkett, Hugh Gordon, Howard Saunders) in the review of the forest industry in Port Alberni (April 2007).
- Under contract to the BC Ministry of Forests, participated as a team member in evaluating Expressions of Interest (Wood Products) for the use of Mountain Pine Beetle damaged surplus timber volumes and advising on tenure opportunities (Summer 2004).
- Under contract to the BC Ministry of Finance, BC Ministry of Aboriginal Relations and Reconciliation (and predecessors) assisted the provincial negotiation team in negotiating and implementing the Canada/B.C. MOU for sharing costs of settling land claims with First Nations (1993-2009). With Heron Systems, developed a province-wide data set of cost sharing information (CIP2) by (i) applying netdowns to TSA/TFL spatial and attribute information, and (ii) calculating cost sharing values (2002-2003). Worked with Ministry of Agriculture and Lands and Vivid Solutions Inc. in development of automated tools to calculate cost sharing values (2008-2009).
- Under contract to the BC Ministry of Energy, Mines and Petroleum Resources prepared financial models and analysis in relation to sharing provincial mineral resource revenue with First Nations outside of treaty (2007→).
- Under contract to the BC Ministry of Forests and Range prepared financial models and analysis in relation to accommodation obligations and sharing provincial stumpage revenue with First Nations outside of treaty (2003, 2008-2009).
- Under contract to the BC Ministry of Finance and Corporate Relations, assigned to the provincial Nisga'a Negotiation Team to act as Ministry representative on the team and provide economic and financial advice. Involved primarily in lands and resource assessment, taxation, fiscal framework and general costing exercises (1992-1996).
- Under contract to BC Ministry of Small Business and Revenue, with Peter Adams (Victoria Consulting Network), reviewed alternative assessment approaches to resolve property assessment appeals for taxpayers designated for the Ports Property Tax Act. Reviewed confidential lease information and developed a model for property assessment for major industrial (Class 4) taxpayers designated for the PPTA, which has been implemented by BC Assessment. (April-December, 2006).
- Under contract to the BC Ministry of Forests, (i) assisted in revising evaluation criteria and methodology for awarding Small Business Forest Enterprise Program bid proposal timber tenures based on provincial objectives (employment, revenue, income, community stability, etc.), (ii) prepared report informing Ministry views on forest tenures in connection with First Nations and the treaty process, and (iii) prepared discussion paper on Ministry views on treaty mandate issues.
- Under contract to the BC Ministry of Government Services and BC Ministry of Employment and Investment, participated in the design and result interpretation of polls and surveys for reports prepared by PricewaterhouseCoopers of the commercial bingo and horse racing industries. Analyzed the potential impacts of large scale casinos, new gaming and existing gaming expansions across the province. Worked in association with KPMG to prepare economic analysis of potential gaming expansions using the BC Input-Output Model, and with Coopers & Lybrand to assess responses to RFP proposing expansions to existing gaming establishments.

- Under contract to the BC Ministry of Aboriginal Affairs, acted as project manager for development of GIS decision support projects using FACET, Oracle, ArcView and other components to support treaty negotiations. Projects included land statusing, land and resource analysis and integration of GIS spatial information with economic models. Prepared reports supporting the development of provincial mandates concerning resource revenue sharing, land selection, fiscal arrangements and valuation principles.
- In association with Heron Systems, under contract to Crown Land Registry Services (CLRS) of BC Ministry of Environment, Lands and Parks developed processes to integrate local government spatial data, Land Title Branch (LTB) data (PID as primary link) and BC Assessment Authority (BCAA) data and developed an integrated spatial/attribute ArcView application to display information from the three data sets.

1999 – 2003 GIS Software Development

Formed LARACORP Land and Resource Analysis Corporation to develop a GIS viewer and related processes to integrate spatial and attribute information (land title, assessment, cadastral).

1989 – 1996 Legal Software Development

Developed a computerized corporate information system (maintaining company records in a law firm's corporate records department and generating associated documents) in the Oracle relational database management system. Versions were developed using the APL programming language, adapted to the Oracle RDBMS using C programming language input, transaction and document generation routines.

Mar 1988 - Aug 1989 McCarthy Tétrault – Associate

Member of the Securities Group in the Vancouver office of McCarthy Tétrault (previously McCarthy & McCarthy and Shrum, Liddle & Hebenton), a national law firm. Also responsible for the Corporate Records Department.

Sept 1987 - Feb 1988 British Columbia Securities Commission – Secondment

Seconded to the Commission for six months, spending four months with the Corporate Finance group vetting prospectuses and public offering documents, and two months with the Orders and Exemptions group reviewing and drafting orders exempting compliance with certain aspects of the British Columbia Securities Act and related regulations and policies.

August 1986 - August 1987 Shrum, Liddle & Hebenton - Articling Student

Completed legal articles and was kept on as an associate and seconded to the British Columbia Securities Commission.

May-July 1986 BC Ministry of Energy, Mines and Petroleum Resources – Contract

Undertook discrete tasks including (i) refining the modeling of energy consumption in key industries, (ii) maintaining and enhancing energy supply and consumption data, (iii) evaluating and reviewing gas export models, (iv) preparing project cash flow analysis, and (v) assisting in preparing an energy demand forecast.

Jan 1981 – Aug 1983 **BC Ministry of Energy, Mines and Petroleum Resources – Senior Economist**

Responsible for coordinating energy demand forecasting group including (i) preparation of periodic energy demand forecasts, (ii) designing, specifying and estimating an econometric energy demand forecasting model, (iii) sectoral analysis of energy consumption particularly by major industrial consumers, (iv) designing and implementing the deliverability/supply tracking model for the **Govier Natural Gas Surplus Inquiry**, (v) reviewing and evaluating natural gas export models and forecasts, (vi) project evaluation (including the Vancouver Island Pipeline project), and (vii) the development of energy consumption and pricing information.

June 1979 - Jan 1981 **Central Statistics Bureau (now BCStats) - Research Officer**

Member of a team of researchers designing, specifying and estimating an econometric model of the British Columbia economy.

Post-Secondary Education

Sept 1983 - April 1986	U. of Victoria - Faculty of Law	- Granted LLB.
Sept 1978 - May 1979	U. of Western Ontario - Economics Dept.	- Granted M.A.
Sept 1974 - April 1978	U. of Victoria - Economics Department	- Granted B.A. (Hons)

Major Awards

Social Sciences and Humanities Research Council Special MA Scholarship
British Columbia Law Foundation Entrance Scholarship

References

Available upon request.

***Macauley & Associates Consulting Inc.
742 Hampshire Road, Victoria BC V8S4S4
Phone: 250-812-8148 Fax: 888-584-6523
office@macauley.ca***

Ministry of Labour, Citizens' Services and Open Government
Office of the Chief Information Officer
215 - 553 Superior Street
Victoria, BC

Dan Cope, Manager, Business Priorities
Dan.Cope@gov.bc.ca

Dear Sirs:

This letter is in response to your invitation to act as a fairness monitor on significant alternative service delivery or other similar privatization procurements. We understand that the selected fairness monitor will provide the role of a fairness monitor on the Province's Liquor Distribution privatization procurement.

A. Relevant Procurement Engagements

George Macauley is the resource that we are proposing for the fairness monitor engagement. George is a trained economist and lawyer. George has provided consulting services to the BC public sector and industry since 1991 in relation to justice transformation (strategic, economic), procurement (financial and process), oil and gas (economic), aboriginal affairs (federal/provincial cost sharing, land and resource, negotiation support), gaming (economic), forests (economic, policy, GIS systems), and general policy development. This section outlines his relevant experience in regard to fairness monitor engagements.

1. Engaged as fairness monitor for the negotiated request for proposal (NRFP) process for the Strategic Telecommunications Services Procurement (NRFP SATP-261)

February 2009 – October 2009

- Engaged through Strategic Acquisitions and Technology Procurement
- Reviewed NRFP procurement documents to identify potential issues of fairness to a range of potential proponents;
- Worked with the editorial review board (STSP officials, subject matter experts (SMEs), procurement advisers and legal advisors) in developing and reviewing information to be provided to proponents and procurement criteria to be applied in the evaluation of proposals;
- Attended meetings of STSP officials, SMEs and advisors with proponents to monitor the in-person communication of information to proponents;
- Attended evaluation committee meetings and reviewed evaluation documents to ensure that deliberations were consistent with evaluation criteria and administrative fairness;
- Reported out to steering committee periodically on the procurement process and issues related to fairness to proponents.

Following a three-year NRFP, the Ministry of Labour, Citizens' Services and Open awarded a 10-year strategic telecommunications services contract to TELUS. Approximate value - \$100 million annually.

<http://www.network.gov.bc.ca/down/2011LCITZ0015-000799.pdf>

2. Engaged as fairness monitor for the request for qualifications (RFQ) and request for proposal (RFP) process for the design and build of the Alouette Correctional Centre for Women

June 2008 – March 2009

- Engaged through Accommodation and Real Estate Services (ARES - Ministry of Labour and Citizens' Services)
- Reviewed RFQ and RFP documents to identify potential issues of fairness to a range of potential proponents;
- Worked with ARES and Corrections (Ministry of Solicitor General, Attorney General) staff in developing and reviewing information to be provided to proponents and procurement criteria to be applied in the evaluation of proposals;
- Attended meetings of ARES and Corrections staff to monitor the in-person communication of information to proponents;
- Attended evaluation committee meetings and reviewed evaluation documents to ensure that deliberations were consistent with evaluation criteria and administrative fairness;
- Reported out to steering committee periodically on the procurement process and issues related to fairness to proponents.

3. Engaged as process (fairness) monitor for the joint solutions procurement (JSRFP) for Workplace (Desktop) Support Services alternative service delivery (SATP-042)

January 2004 - July 2004

- Engaged through BC Purchasing Commission
- Reviewed JSRFP procurement documents to identify potential issues of fairness to a range of potential proponents;
- Worked with ministry, SMEs and procurement advisors in developing and reviewing information to be provided to proponents and procurement criteria to be applied in the evaluation of proposals;
- Attended meetings of STSP officials, SMEs and advisors with proponents to monitor the in-person communication of information to proponents;
- Attended evaluation committee meetings and reviewed evaluation documents to ensure that deliberations were consistent with evaluation criteria and administrative fairness;
- Reported out to steering committee periodically on the procurement process and issues related to fairness to proponents.

In December 2004, the Government of British Columbia and IBM Canada Limited entered into an alternative service delivery agreement to deliver workstation services and manage the related technology infrastructure. Approximate value - \$300 million over 10 years.

http://www.cio.gov.bc.ca/local/cio/asd/52375_WSS_Anniversary_Report.pdf

4. Engaged as process (fairness) monitor for the joint solutions procurement (JSRFP) for Health Benefits Operations (HBO) alternative service delivery (SATP-029)

July 2003 – March 2004

- Engaged through BC Purchasing Commission

- Reviewed JSRFP procurement documents to identify potential issues of fairness to a range of potential proponents;
- Worked with ministry, SMEs and procurement advisors in developing and reviewing information to be provided to proponents and procurement criteria to be applied in the evaluation of proposals;
- Attended meetings of STSP officials, SMEs and advisors with proponents to monitor the in-person communication of information to proponents;
- Attended evaluation committee meetings and reviewed evaluation documents to ensure that deliberations were consistent with evaluation criteria and administrative fairness;
- Reported out to steering committee periodically on the procurement process and issues related to fairness to proponents.

After an intensive year-long procurement process, the BC government selected MAXIMUS BC to provide program management and information technology services to government. Approximate value - \$324 million over 10 years.

<http://www2.news.gov.bc.ca/archive/2001-2005/2004HSER0073-000919.htm>

5. Engaged as fairness monitor for the joint solutions procurement (JSRFP) for revenue management project (RMP) alternative service delivery (SATP-026)

July 2003 – January 2004

- Engaged through BC Purchasing Commission
- Reviewed JSRFP procurement documents to identify potential issues of fairness to a range of potential proponents;
- Worked with ministry, SMEs and procurement advisors in developing and reviewing information to be provided to proponents and procurement criteria to be applied in the evaluation of proposals;
- Attended meetings of STSP officials, SMEs and advisors with proponents to monitor the in-person communication of information to proponents;
- Attended evaluation committee meetings and reviewed evaluation documents to ensure that deliberations were consistent with evaluation criteria and administrative fairness;
- Reported out to steering committee periodically on the procurement process and issues related to fairness to proponents.

After an intensive year-long procurement process, the BC government selected EDS Advanced Solutions (a wholly-owned subsidiary of EDS Canada, Inc.) to provide revenue management and information technology services to government. Approximate value - \$572 million over 10 years.

http://www.cio.gov.bc.ca/local/cio/asd/rmp_summary_report.pdf

6. Engaged as fairness or procurement advisor for procurement of a range of employment programs for the Ministry of Human Resources (and its successors)

2002 – 2008

- Training for Jobs
- BC Employment Program
- Community Assistance Program
- Bridging Employment Program
- Employment for Persons with Disabilities
- Similar tasks as for other fairness engagements

7. Engaged as fairness advisor for outsourcing of property management functions previously delivered by BC Buildings Corporation

April 2003 – November 2003

- Similar tasks as for other fairness engagements
- Delivered written fairness report.

On April 1, 2004, the provincial government outsourced the property management of the former BCBC portfolio, along with asset maintenance, project management services, and environmental /pollution prevention and technical value services to Brookfield LePage Johnson Controls Workplace Services Inc. (BLJC-WSI).

http://www.cio.gov.bc.ca/local/cio/asd/Property_Mgmt_Project_Summary.pdf

8. Engaged as procurement consultant to assist the Pacific Carbon Trust in its formation and initial acquisition of greenhouse gas offsets pursuant to the Emissions Offset Regulation

July 2008 - April 2010

B. Skills Experience Required

1. Proven experience performing a fairness monitoring role on significant alternative services delivery or privatization procurements – George has demonstrated fairness monitor experience as set out in section A.
2. In-depth knowledge of alternative procurement processes utilizing negotiating or joint solution development processes or other alternative procurement practices with features such as best and final offers or similar – George is a trained lawyer and has participated in a number of very large (and high profile) innovative procurement process for the Province as set out in section A.
3. Experience in writing and delivering fairness reports to senior executives – George has extensive experience working with and briefing senior executives. Many fairness engagements explicitly do not want a written fairness report, but George has delivered fairness reports for a number of engagements.
4. A proven background in analytical and business skills consulting, preferably on large complex projects – George has extensive experience in a broad range of business areas which are set out in more detail in the resume that we are sending with this response but which does not form a part of this response.

C. Timeline / Availability

1. George Macauley will be made available on an as and when required basis between late March 2012 and October 2012, or as required for the project.
2. We understand that the time expectation of the fairness monitor will be to attend meetings and review documents but that periodically there may also be a requirement for short intense work (for example, evaluations).
3. We understand that the work is expected to be primarily performed in Vancouver and the contractor for will be compensated for pre-approved travel according to group 2 rates.

D. Hourly Rate

1. George Macauley's billing rate is \$135/hour plus HST or PST/GST as applicable.

We would like to thank you for the opportunity to submit a response to your invitation to act as a fairness monitor on significant alternative service delivery or other similar privatization procurements. We would be pleased to be available for any interview that you would like to arrange. George has a few dates committed between now and the end of the month but will do our utmost to meet any requested interview times. We are perfectly prepared to sign a Non-Disclosure Agreement (NDA).

Macauley & Associates Consulting Inc.



By: George Macauley
Director

Sime, Mark LCTZ:EX

From: Kishimoto, Mike J LCTZ:EX
Sent: Monday, May 7, 2012 11:06 AM
To: Agerup, Pelle LCTZ:EX
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Manager, Business Priorities
Ministry of Labour, Citizens' Services and Open Government
Office of the Chief Information Officer
215 - 553 Superior Street

From: Cope, Dan LCTZ:EX
Sent: Monday, March 19, 2012 3:13 PM
To: 'George Macauley'
Subject: RE: Invitation - Fairness Monitor

Received.

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[illegible]

Invitation – Fairness Monitor

This invitation is being sent to select independent consultants with skills and experience acting as a fairness monitor on significant alternative service delivery or other similar privatization procurements. The selected fairness monitor will provide the role of a fairness monitor on the Province's Liquor Distribution privatization procurement.

This invitation closes at **5 pm PST, March 19, 2012**. Submissions are to be a maximum of five pages. Submissions will be reviewed by assessing the consultants' relevant work experience against the requirements described below. As part of the selection process, the Province may choose to hold an interview with top respondents; before the interview process, selected respondents may be required to sign a Non-Disclosure Agreement (NDA).

1.0 Requirements:

The Province is seeking proposals from qualified respondents to assist it in providing a fairness monitoring role as an independent consultant on the Liquor Distribution privatization procurement. The expertise required includes:

Core Deliverables:

1. Review the procurement documentation so as to understand the Negotiated Request For Proposal process;
2. Monitor the process for adherence to the terms of the procurement document, including participating at the respondents meeting, site visits (if any), oversight during

evaluation of submissions and subsequent best and final offer processes as well as final selection of the Selected Respondent; and

3. The fairness monitor will prepare a fairness summary based on observations made during delivery of the procurement process. This report will be made publicly available.

Skills Experience Required:

- Proven experience performing a fairness monitoring role on significant alternative services delivery or privatization procurements;
- In-depth knowledge of alternative procurement processes utilizing negotiating or joint solution development processes or other alternative procurement practices with features such as best and final offers or similar;
- Experience in writing and delivering fairness reports to senior executives; and
- A proven background in analytical and business skills consulting, preferably on large complex projects.

2.0 Timeline / Availability:

The Province anticipates the duration of this engagement to be on an, as and when required basis, between late March 2012 and October 2012.

The time expectation of the fairness monitor will be to attend meetings and review documents however there may also be a requirement for short intense work for example during evaluations.

The work is expected to be primarily performed in Vancouver. The Province will compensate the contractor for pre-approved travel according to group 2 rates.

3.0 Selection Process:

The Province will use the following evaluation criteria in identifying the lead respondent.

1. Experience in delivering fairness monitoring roles according to the experience outlined in Section 1.0 (70% weighting); and
2. Hourly rate (30% weighting)

The respondent with the highest ranked score will be the successful respondent.

4.0 Response:

Responses to this invitation are to be emailed to Dan Cope at Dan.Cope@gov.bc.ca

PDF format is preferred

Dan Cope
Manager, Business Priorities
Ministry of Labour, Citizens' Services and Open Government

Office of the Chief Information Officer

215 - 553 Superior Street

--
George Macauley
Macauley & Associates Consulting Inc.
Office@macauley.ca
250-812-8148

Sime, Mark LCTZ:EX

From: Kishimoto, Mike J LCTZ:EX
Sent: Monday, May 7, 2012 11:05 AM
To: Agerup, Pelle LCTZ:EX
Cc: Martin, Leigh LCTZ:EX; Poutney, Richard G LCTZ:EX
Subject: FW: Invitation - Fairness Monitor
Attachments: pic17505.gif

-----Original Message-----

From: Wanless, Erik LCTZ:EX
Sent: Wednesday, March 28, 2012 9:11 AM
To: Kishimoto, Mike J LCTZ:EX; Cope, Dan LCTZ:EX
Subject: FW: Invitation - Fairness Monitor

Debrief request for fairness monitor.

-----Original Message-----

From: Jane Shackell [<mailto:JShackell@millerthomson.com>]
Sent: Monday, March 26, 2012 3:00 PM
To: Wanless, Erik LCTZ:EX
Subject: Re: Invitation - Fairness Monitor

Thank you Erik. Is it possible to arrange a debrief ?

Best regards,

Jane S. Shackell, QC
Miller Thomson LLP
Robson Court, 1000-840 Howe Street
Vancouver, BC V6Z 2M1
Direct Line: 604.643.1284
Fax: 604.643.1200
Email: jshackell@millerthomson.com
www.millerthomson.com

(Embedded image moved to file: pic17505.gif)Miller Thomson LLP

From: "Wanless, Erik LCTZ:EX" <Erik.Wanless@gov.bc.ca>
To: "'jshackell@millerthomson.com'" <jshackell@millerthomson.com>
Cc: "Cope, Dan LCTZ:EX" <Dan.Cope@gov.bc.ca>
Date: 03/26/2012 02:33 PM
Subject: Invitation - Fairness Monitor

Thank you for your response to the Invitation – Fairness Monitor. A total of six responses were received and evaluated. The panel has selected Macauley & Associates Consulting Inc. as the successful vendor for this project.

Thank you for your interest in this opportunity, Erik Wanless (for Dan Cope)

Erik Wanless
Manager
Office of the Chief Information Officer
Ministry of Labour, Citizens' Services and Open Government

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Visit our website at www.millerthomson.com for information about our firm and the services we provide.

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Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à www.millerthomsonpouliot.com

Sime, Mark LCTZ:EX

From: Kishimoto, Mike J LCTZ:EX
Sent: Monday, May 7, 2012 11:04 AM
To: Agerup, Pelle LCTZ:EX
Cc: Martin, Leigh LCTZ:EX; Poutney, Richard G LCTZ:EX
Subject: FW: Invitation - Fairness Monitor

From: Wanless, Erik LCTZ:EX
Sent: Monday, March 26, 2012 3:55 PM
To: Kishimoto, Mike J LCTZ:EX; Poutney, Richard G LCTZ:EX
Cc: Cope, Dan LCTZ:EX
Subject: FW: Invitation - Fairness Monitor

fyi

From: S22
Sent: Monday, March 26, 2012 3:43 PM
To: Wanless, Erik LCTZ:EX
Subject: Re: Invitation - Fairness Monitor

Thank you, Erik. I have been in touch with Mike Kishimoto and have signed confidentiality agreement and conflict acknowledgement. Thank you for the notification - I am very pleased to be working on this project.

Thanks
George
Sent on the TELUS Mobility network with BlackBerry

From: "Wanless, Erik LCTZ:EX" <Erik.Wanless@gov.bc.ca>
Date: Mon, 26 Mar 2012 14:32:38 -0700
To: 'Office@macauley.ca' <Office@macauley.ca>
Cc: S22 ; Cope, Dan
LCTZ:EX<Dan.Cope@gov.bc.ca>
Subject: Invitation - Fairness Monitor

After evaluating submissions for the position of Fairness Monitor, George Macauley of Macauley & Associates Consulting Inc. has been selected as the successful vendor. We will be in touch with you shortly as we work through the contract process for this procurement. Thank you for your interest in this project.

Sincerely,
Erik Wanless (for Dan Cope)

Erik Wanless
Manager
Office of the Chief Information Officer
Ministry of Labour, Citizens' Services and Open Government

Sime, Mark LCTZ:EX

From: Kishimoto, Mike J LCTZ:EX
Sent: Monday, May 7, 2012 11:04 AM
To: Agerup, Pelle LCTZ:EX
Cc: Martin, Leigh LCTZ:EX; Poutney, Richard G LCTZ:EX
Subject: FW: Notification letters for Fairness Monitor

From: Wanless, Erik LCTZ:EX
Sent: Monday, March 26, 2012 2:38 PM
To: Kishimoto, Mike J LCTZ:EX; Poutney, Richard G LCTZ:EX
Cc: Cope, Dan LCTZ:EX; Tanaka, Sandra LCTZ:EX
Subject: Notification letters for Fairness Monitor

Richard and Mike,

Here are the letters that went out notifying candidates of the results of the Fairness Monitor competition.

Regards,
Erik

Successful Candidate:

George Macauley



Invitation -
Fairness Monitor

Unsuccessful Candidates:

Doug Benson



Invitation -
Fairness Monitor

Alistair Duncan



Invitation -
Fairness Monitor

Owen Pawson



Invitation -
Fairness Monitor

Jane Shackell



Invitation -
Fairness Monitor

John Singleton



Invitation -
Fairness Monitor

Sime, Mark LCTZ:EX

From: Wanless, Erik LCTZ:EX
Sent: Monday, March 26, 2012 2:33 PM
To: 'Office@macauley.ca'
Cc: S22 Cope, Dan LCTZ:EX
Subject: Invitation - Fairness Monitor

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Sincerely,
Erik Wanless (for Dan Cope)

Erik Wanless
Manager
Office of the Chief Information Officer
Ministry of Labour, Citizens' Services and Open Government

Sime, Mark LCTZ:EX

From: Wanless, Erik LCTZ:EX
Sent: Monday, March 26, 2012 2:33 PM
To: S22
Cc: Cope, Dan LCTZ:EX
Subject: Invitation - Fairness Monitor

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Erik Wanless
Manager
Office of the Chief Information Officer
Ministry of Labour, Citizens' Services and Open Government

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Erik Wanless (for Dan Cope)

Erik Wanless
Manager
Office of the Chief Information Officer
Ministry of Labour, Citizens' Services and Open Government

Sime, Mark LCTZ:EX

From: Wanless, Erik LCTZ:EX
Sent: Monday, March 26, 2012 2:33 PM
To: 'opawson@millerthomson.ca'
Cc: Cope, Dan LCTZ:EX
Subject: Invitation - Fairness Monitor

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Erik Wanless (for Dan Cope)

Erik Wanless
Manager
Office of the Chief Information Officer
Ministry of Labour, Citizens' Services and Open Government

Sime, Mark LCTZ:EX

From: Wanless, Erik LCTZ:EX
Sent: Monday, March 26, 2012 2:33 PM
To: 'jshackell@millerthomson.com'
Cc: Cope, Dan LCTZ:EX
Subject: Invitation - Fairness Monitor

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Erik Wanless (for Dan Cope)

Erik Wanless
Manager
Office of the Chief Information Officer
Ministry of Labour, Citizens' Services and Open Government

Sime, Mark LCTZ:EX

From: Wanless, Erik LCTZ:EX
Sent: Monday, March 26, 2012 2:33 PM
To: 'jsingleton@singleton.com'
Cc: Cope, Dan LCTZ:EX
Subject: Invitation - Fairness Monitor

Thank you for your response to the Invitation – Fairness Monitor. A total of six responses were received and evaluated. The panel has selected Macauley & Associates Consulting Inc. as the successful vendor for this project.

Thank you for your interest in this opportunity,
Erik Wanless (for Dan Cope)

Erik Wanless
Manager
Office of the Chief Information Officer
Ministry of Labour, Citizens' Services and Open Government

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

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

Contractor Information

Supplier Name: MACAULEY & ASSOCIATES
Supplier No.: 158742
Telephone No.: (250) 812-8148
E-mail Address: Office@macauley.ca
Website: www.macauley.ca

Financial Information

Client: 112
Responsibility Centre: 32528
Service Line: 34809
STOB: 6101
Project: 3200000

Template version: June 14, 2011

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SCHEDULE A – SERVICES

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

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 27th day of March, 2012.

BETWEEN:

Macauley and Associates Consulting Inc (the "Contractor") with the following specified address and fax number:

742 Hampshire Road, Victoria,
V8S 4S4
1.888.584.6523

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Labour, Citizens' Services and Open Government (the "Province") with the following specified address and fax number:

553 Superior Street
Victoria, B.C.,
V8V 1X4
250.356.6601

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

3.8 The Contractor must:

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

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

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

Workers compensation

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

Personal optional protection

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

- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event

of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

SIGNED on the 27th day of
March 2012 by the
Contractor (or, if not an individual,
on its behalf by its authorized
signatory or signatories):

G. Macaulay
Signature(s)

George Macaulay
Print Name(s)

Director of Macaulay
Print Title(s)
Associates Consulting Inc.

SIGNED on the 27th day of
March 2012 on behalf of the Province
by its duly authorized representative:

[Signature]
Signature

Richard Pouthney
Print Name

Exec Lead Strategic
Print Title
Vendor Management

[Signature]
SIGNATURE

CJ Ritchie

ADM

Strategic Partnerships

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on March 27th, 2012 and ends on March 31st, 2013.

PART 2. SERVICES:

Outputs

The Contractor must:

- a) Review the procurement documentation so as to understand the negotiated request for proposal process that will be used on the distribution of liquor project (the "NRFP");
- b) Monitor the procurement process for adherence to the terms of the NRFP, including participating at the proponents meeting, site visits (if any), providing advice related to fairness in the NRFP, oversight during evaluation of submissions and subsequent proposal refinement process as well as final selection of the selected proponent; and
- c) Prepare a written fairness summary report based on observations made during delivery of the procurement process.

Reporting requirements

The Contractor will provide a draft written fairness summary report to the Province on the NRFP process within two weeks of notification to proponents, by the Province, of the identification of the selected proponent. A final written fairness summary document will be provided to the Province at a date to be stipulated by the Province and to take place no later than two weeks prior to the end of the Term of this Agreement. This report will be made publicly available by the Province.

The Contractor may be required to provide verbal reports as required by the Province to the executive procurement steering committee, vendors, cabinet, public or media.

PART 3. RELATED DOCUMENTATION:

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

Appendix 1 – Engagement Letter	ATTACHED: NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	ATTACHED: NOT APPLICABLE
Appendix 3 – Proposal excerpt	ATTACHED: NOT APPLICABLE

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) George Macauley, Director

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$74,900 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: Subject to the Maximum Amount set out in Section 1 to this Schedule B, at a rate of \$135 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

Subject to the Maximum Amount set out in Section 1 to this Schedule B, \$9,900 per contract term for any travel between Vancouver, Victoria and Kamloops, and only on prior approval of the contract manager at group 2 rates.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

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

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

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

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Not applicable.

Schedule G – Security Schedule

Not applicable.

SERVICE CONTRACT CHECKLIST

Page 1

FORM USAGE AND ROUTING:

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

DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.									
Legal Contractor Name: Macauley and Associates Consulting Inc							Req #:		Contract #:
Contract Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multi-year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment							Brief Description of Services:		
Term: Mar 27, 2012 - Mar 31, 2013							Rate (per hour or day): \$135/hr		
CONTRACT CODING: (if more lines needed attach separate sheet)							Complete for Capital Asset Contracts (STOB 2000):		OFA STOBs:
Amount	Cl.	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)	
65,000.00				6001					2175-Heavy Equipment
9,900.00				6002					2195-Operating Equipment
									2215-Office Furniture & Equip.
									2275-Mainframe HW & Servers
									2281-M/F HW & Servers WIP
									2295-PC Hardware
									2315-Mainframe Software
									2321-Mainframe Software WIP
									2335-Major Systems Software
									2355-PC Software
									2395-Tenant Improvements
74,900.00 CONTRACT TOTAL									
Commonly Used Contract STOBs: 6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.). 6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation. 6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees. 6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting). 6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals). 6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.									

SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.	
Open Process <input type="checkbox"/> Request for Proposal (RFP) (100) RFP # _____ Suppliers submit proposals on how, and at what price, they would provide a service. <input type="checkbox"/> Invitation to Quote (ITQ) (100) ITQ # _____ For priced based services only - you know exactly what you want done and are looking for the best price. <input type="checkbox"/> Other Open Competitive Process (100) Identify process used: _____ An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.	Direct Process: <input type="checkbox"/> Three Verbal or Written Bids (300) Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors). <input checked="" type="checkbox"/> Direct Invitation to Selected Vendors (300) A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below. Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.
Direct Award: <input type="checkbox"/> Public Sector Organization (200) The contract is negotiated and directly awarded without competitive process because the contract is with another government organization. <input type="checkbox"/> Sole Source (201) The contract is negotiated and directly awarded without competitive process because the ministry can strictly prove that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file. <input type="checkbox"/> Sole Source - Notice of Intent (205) The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but cannot strictly prove that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. Note: It is recommended that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis. <input type="checkbox"/> Security, Order, etc. (203) The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.	<input type="checkbox"/> Emergency (202) The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process. <input type="checkbox"/> Confidentiality (204) The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest. <input type="checkbox"/> No Justification (206) Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 - 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy. <input type="checkbox"/> Direct Award - Under \$25,000 (207) A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.
Pre-qualification: <input type="checkbox"/> Selected Vendor From Pre-qualification List (400) A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established. <input type="checkbox"/> Purchase from a Corporate Supply Arrangement (500) A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).	<input type="checkbox"/> Competition Among Vendors on a Pre-qualification List (401) A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established. Check appropriate box to indicate which competitive process was used: <input type="checkbox"/> RFP <input type="checkbox"/> ITQ <input type="checkbox"/> 3 Verbal or Written Bids <input type="checkbox"/> Other (please identify): _____

SERVICE CONTRACT CHECKLIST

Page 2

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

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

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

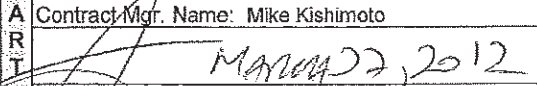
YES NO N/A

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

CONTRACT AMENDMENTS - Complete Part 5 for contract amendments only.

P A R T 5	Reason for amendment:		Previous Contract Total: _____
			Amendment Amount: _____
			New Contract Total: _____ 0.00
	POLICY COMPLIANCE		
	YES NO		
	1. Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)? http://gww.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc .	<input type="checkbox"/>	<input type="checkbox"/>
	2. The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment?	<input type="checkbox"/>	<input type="checkbox"/>
	3. Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)?	<input type="checkbox"/>	<input type="checkbox"/>

APPROVALS - Complete Part 6 for all contracts and amendments

P A R T 6	Contract Mgr. Name: Mike Kishimoto		**ADM Name: Richard Poutney	AP/PO Clerk
				
	Signature & Date		Signature & Date	Initials & Date
	* ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'.			

Sime, Mark LCTZ:EX

From: Kishimoto, Mike J LCTZ:EX
Sent: Monday, May 7, 2012 11:01 AM
To: Agerup, Pelle LCTZ:EX
Cc: Martin, Leigh LCTZ:EX; Poutney, Richard G LCTZ:EX
Subject: FW: Contract

From: S22 **On Behalf Of** George Macauley
Sent: Monday, March 26, 2012 7:50 PM
To: Kishimoto, Mike J LCTZ:EX
Subject: Re: Contract

Mike:

Correction on my fax number, it is 1-888-584-6523. I will tell you about the fax service some time, but I just got the number last week and made a mistake on the 584 part.

Thanks
George

On Mon, Mar 26, 2012 at 5:34 PM, George Macauley <office@macauley.ca> wrote:
Mike:

My contact information is as follows.

Macauley & Associates Consulting Inc.
742 Hampshire Road
Victoria BC V8S 4S4

George Macauley, Director

Phone: [250-812-8148](tel:250-812-8148)
Fax: [1-888-568-6523](tel:1-888-568-6523)
Email: office@macauley.ca

Thanks, Mike.

George

On Mon, Mar 26, 2012 at 4:58 PM, Kishimoto, Mike J LCTZ:EX <Mike.Kishimoto@gov.bc.ca> wrote:

Ok.. whats your office address?

From: S22
Sent: Monday, March 26, 2012 3:30 PM
To: Kishimoto, Mike J LCTZ:EX
Subject: Re: Contract

No problem, Mike. I can get it tomorrow from Richard or they can send to my email and I can print, sign and deliver originals (and fax). Thanks for meeting today.

Thanks
George

Sent on the TELUS Mobility network with BlackBerry

From: "Kishimoto, Mike J LCTZ:EX" <Mike.Kishimoto@gov.bc.ca>

Date: Mon, 26 Mar 2012 15:08:31 -0700

To: George Macauley<office@macauley.ca>

Subject: Contract

Hi George:

Looks like our contracts people have to do the contract so I wont have it ready for you today.

Regards

Mike Kishimoto

Ministry of Labour, Citizens' Services and Open Government

7th Floor, 865 Hornby Street, Vancouver/ 2nd Floor, 553 Superior St, Victoria

Phone: [604.660.1049](tel:604.660.1049) Cell: [604.505.8998](tel:604.505.8998)

Email: mike.kishimoto@gov.bc.ca

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