

INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2016-17-1000043487
Requisition No.: 1628
Solicitation No.: RFP2015-07-15
Commodity Code: n/a

Contractor Information:

Supplier Name: Sierra Systems Group Inc.
Supplier No.: 104387
Supplier GST#:
Contact: Ross Brisbane
Telephone No.: 250-385-1535
E-mail Address: rossbrisbane@sierrasystems.com
Website: n/a

Administrator:

Contact: Roger Bissoondatt
Telephone No.:
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Financial Information:

All invoices **MUST** show Ministry Contract #1000043487. Your co-operation will help expedite your payment and not delay it by returning the invoice for proper information.

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SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

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SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

Appendix G1 – Security screening requirements

THIS AGREEMENT is dated for reference the 2nd day of May, 2016.

BETWEEN:

SIERRA SYSTEMS GROUP INC. (the "Contractor") with the following specified address and fax number:
1177 West Hastings Street, Suite #2500
Vancouver, BC V6E 2K3
Fax: (604) 688-6482

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the General Manager of the LIQUOR DISTRIBUTION BRANCH (the "Province" or "LDB") with the following specified address and fax number:
2625 Rupert Street
Vancouver, BC V5M 3T5
Fax: (604) 252-3381

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

- 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 or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

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

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced 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 loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Monetary limitations of indemnity

9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:

- (a) \$2,000,000 per Loss; and
- (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:

- (a) bodily injury or damage to real property or tangible personal property;
- (b) third-party intellectual property rights; or
- (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,

- (a) then, without limiting section 9.1, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
- (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

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

Workers compensation

9.7 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

9.8 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

- 9.9 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 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,

- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation 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 *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 Vancouver, British Columbia.

Costs of arbitration or mediation

- 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 arbitration or mediation under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

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

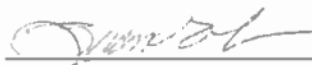

14.1 In this Agreement:

- (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 <u>2ND</u> day of <u>May</u> , 20 <u>16</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the <u>2ND</u> day of <u>May</u> , 20 <u>16</u> on behalf of the Province by its duly authorized representative:
	
Signature(s)	Signature
<u>BRIAN E. FEES</u>	<u>R. BLAIR LAWSON</u>
Print Name(s)	Print Name
<u>EVP + CORP OFFICER</u>	<u>GM + CEO</u>
Print Title(s)	Print Title

Schedule A – Services**PART 1. TERM:**

1. Subject to section 2 of this Part 1, the term of this Agreement commences on May 2, 2016 and ends on July 31, 2017.
2. The Term may be extended by two (2) periods of up to six (6) months each at the LDB's sole discretion.

PART 2. SERVICES:**Background**

1. On June 24, 2015, the LDB issued a Request for Proposal for professional services pertaining to the Discovery Stage of the Oracle E-Business Suite Upgrade ("RFP") and on the basis of the proposal entitled, "Response to BC Liquor Distribution Branch Oracle E-Business Suite Upgrade RFP2015-07-15" submitted by the Contractor on July 15, 2015 (the "Proposal"), the parties entered into a contract perform the services outlined in the RFP.
2. In the RFP and the subsequent contract was a provision pursuant to which the LDB could choose to award the services for stage 2 planning and implementation of the Oracle E-Business Suite Upgrade to the Contractor should the Contractor present an acceptable proposal for stage 2 services. The LDB is satisfied with the proposal and thus the parties have entered into this Agreement for stage 2 Services.

Objective

3. Through the delivery of the Services the LDB wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:
 - (a) Upgrade of existing business processes in E-Business Suite from 11.5.10 to 12.2.5, including related improvements in R12;
 - (b) Process simplification for financial close, expense management, and payments leveraging delivered R12 functionality;
 - (c) Remediation of existing CEMIs (Configuration, Extension, Modification, Localization, and Integration) including integrations and reports that are required to support the business and financial reporting; and
 - (d) Implementation of GL (General Ledger) segment-based security rules to support the new business model and segregation of retail and wholesale. This approach will include the creation of separate Oracle user responsibilities for both wholesale and retail business units, which will ensure appropriate security at the sub ledger level, when drilling down to transactional data from the GL.

Major Milestones and Deliverables

4. The Contractor must meet the following milestones and provide the following deliverables along with the activities and Services associated with them as stated in the Appendix A1 – Statement of Work attached to this Schedule A:
 - 4.1. Planning Phase
 - (a) to be completed by June 15, 2016;
 - 4.2. Analyze and Design Phase
 - (a) Initial Functional Workshops are to be completed by June 30, 2016;
 - (b) CRP 1 Workshops are to be completed by July 30, 2016; and
 - (c) Initial Draft Functional Design Documents are to be completed by August 31, 2016.
 - 4.3. Configuration and Development Phase
 - (a) CRP2 Workshops are to be completed by September 30, 2016;
 - (b) Updated Functional Design Documents are to be completed by October 28, 2016;
 - (c) CRP3 Prep to be completed by November 25, 2016;
 - (d) CRP3 Workshops to be completed by December 30, 2016; and

- (e) Development completed and to be ready for testing by January 27, 2017.

4.4. Testing and Training Phase

- (a) System Integration Testing 1 (SIT1) to be completed by February 24, 2017;
- (b) System Integration Testing 2 (SIT2) to be completed by March 31, 2017; and
- (c) User Acceptance Testing to be completed by April 28, 2017.

4.5. Deployment and Optimization Phase

- (a) Go Live Prep and Cutover to be completed by May 31, 2017;
- (b) Post Go Live Support to be completed by July 28, 2017; and
- (c) Final Acceptance to be completed by July 28, 2017.

5. In reference to the Testing and Training Phase (section 4.4 above), the project will utilize a Train-the-Trainer approach. The LDB training team will have primary responsibility for training end users with support from Sierra Systems. Training material development and delivery are completed during this phase. The Contractor must handover the train-the-trainer documentation for unrestricted usage by January 27, 2017 for each of the following EBS Modules:

- (a) General Ledger (GL);
- (b) Accounts Payable / Payment Manager (AP/PM);
- (c) Accounts Receivable (AR);
- (d) Cash Management;
- (e) EBTax;
- (f) Fixed Assets (FA);
- (g) iExpenses;
- (h) Purchasing;
- (i) Inventory;
- (j) Order Management (OM); and
- (k) iStore.

6. Any date changes that affects a milestone or delivery of a deliverable should to be made in writing and both parties will need to agree on the new revised date. Date adjustments of more than two (2) weeks will require a formal Change Order.

Services

7. The Contractor must provide consulting Services for the Oracle E-Business Suite upgrade project to version 12.2.5 (R12) in accordance with Appendix A1 – Statement of Work but the parties agree that any terms in the Statement of Work that are inconsistent with the rest of this Agreement will be as if not written and do not exist.
8. The Contractor must have an average of 6-7 project team members onsite at 2625 Rupert Street or 3200 E. Broadway each week of the Term.
9. The Contractor's project team members are expected to work 10-hour days, four days a week, from Monday through Thursday. In the event of a Canadian statutory holiday, the Contractor and the LDB will adjust the schedule for that week in order to comply with the four working days a week agreement.
10. The Contractor must advise the LDB regarding any required licensing requirements for the EBS implementation.

11. The Contractor will assist the LDB by providing advice for the best licence optimization strategy with an emphasis on either reducing cost for the LDB or maintaining standard of performance.
12. Data readiness activities will be performed for targeted areas of the system that will impact the upgrade as defined in the data readiness strategy that was developed as part of stage 1 – discovery. The LDB will be responsible for executing the data readiness strategy and activities.

Reporting requirements

13. The Contractor must provide the reports and documents as detailed in the attached Appendix A1, pages 17-23.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A and other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following is an Appendix to this Schedule A:
Appendix A1 – Statement of Work (March 21, 2016)

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) TBD – Project Manager;
 - (b) Gord Weislein – Financial Lead – GL/FA/Cash;
 - (c) Gary Piazza – SCM OM, INV, Shipping Execution;
 - (d) Tim Walsh – iStore Expert; and
 - (e) Stewart St. Dennis – E-Business Suite Architect.
2. Notwithstanding section 13.12 of the Agreement, if the Contractor must substitute Key Personnel during the project, the Contractor will submit to the LDB, in writing, the reason for the change and provide comprehensive *curriculum vitae* for the proposed substitute personnel.



BC Liquor Distribution Branch

Oracle E-Business Suite Upgrade to R12

Proposal for Implementation

March 21, 2016

Submitted by:

Ross Brisbane
Consulting Director
Sierra Systems Group Inc.
(T) 250-385-1535
(F) 250-385-4761
(E) RossBrisbane@SierraSystems.com

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Confidentiality/Validity

This document has been prepared by Sierra Systems Group Inc. for the sole purpose and exclusive use of BC Liquor Distribution Board. Due to the confidential nature of the material in this document its contents should not be discussed with, or disclosed to, third parties without the prior written consent of Sierra Systems Group Inc.

This document will only remain valid for acceptance by BC Liquor Distribution Board for a period of thirty (30) days following the submission date of March 21, 2016.

Page 023 of 145 to/à Page 087 of 145

Withheld pursuant to/removed as

Copyright

AMENDMENT #07

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the General Manager of the LIQUOR DISTRIBUTION BRANCH (the "Province", "we", "us", or "our", as applicable)

AND

SIERRA SYSTEMS GROUP INC. (the "Contractor" "you" or "your" as applicable)

BACKGROUND

The parties entered into an agreement (Ministry Contract #: 2016-17-1000043487) dated May 02, 2016 and amended by Change Order #CO01 executed November 07, 2016, Change Order #CO02 executed November 04, 2016, Change Order #CO03 executed November 22, 2016, Change Order #CO04 executed December 05, 2016, and Change Order #CO05 executed January 12, 2017 (collectively the "Agreement").

The parties have agreed to modify the Agreement in the manner set out in this Amendment #07.

AGREEMENT

In consideration of the covenants and agreements contained in this Amendment, the parties agree that the Agreement is now modified as follows:

(1) **Schedule C – Approved Subcontractors:** the value "Not applicable" is deleted and replaced with:

1. The parties agree that Quest Software Canada, Inc. is permitted, and will, install Quest STAT software on LDB infrastructure and is permitted to be a subcontractor to perform professional services related to that software.

(2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 20th day of February, 2017 on behalf of the Province by its duly authorized representative:

Signature 
Print Name Roger Bissoondatt, CFO

SIGNED AND DELIVERED on the 20th day of February, 2017 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature 
Print Name Susie McLeod

Appendix F1
CHANGE ORDER

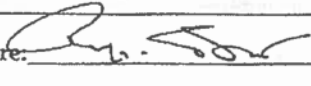
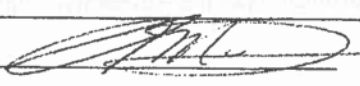
1. Change Order ID: CO01
Change Order ID: CO01 – Go-Live Date
<p><i>Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").</i></p> <p>Definitions: Unless otherwise provided in this Change Order, capitalized terms will have the meanings given to those terms in the Agreement.</p> <p>This change order is for Ministry Contract No.: 2016-17-1000043487</p>
<p>Description:</p> <p>1.1 LDB has made a business decision to change the Go-Live date from the three-day weekend on May 20-22, 2017 to a 72-hour time frame & system outage starting on Friday May 26 till Monday May 29th, 2017</p> <p>1.2 This is a change from Appendix A-1, Statement of Work, Scope, Assumptions, Bullet 2</p> <p>1.3 The new Go-Live date change does not impact the contract term, which ends on July 31st, 2017</p> <p>1.4 Per the existing contract, post Go-Live support will be provided through the first-month end financial close for upgraded modules and through July 28th for the iExpense module</p> <p>Continuing Effect of Agreement</p> <p>All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.</p>

2. Associated Change Order Request Forms/Contractor Change Order Proposal:	
LDB Key Decision	Key Decision #001 : Go-Live Date
Contractor Change Order Proposal #	CCP##### [can attach these as appendix]

3. Details of Agreed Change (as applicable):	
3.1	<p>Description: Go-Live activities for the project require a three-day window. The original Go-Live date was planned for the Victoria Day three-day long weekend in May 2017. The wholesale business determined the Victoria weekend is a key high-volume business weekend, and requested a change. Considerations were presented to the Steering Committee, and the new Go-Live date of May 26-May 29 was approved by the Steering Committee on September 20th, 2016. This change will not change the contract end date. Per the existing contract, post Go-Live support will be provided through the first-month end financial close for upgraded modules and through July 28th for the iExpense module</p>
(1)	Service Levels: N/A

(2)	Technology/Systems/Operations of: NA
(i)	Contractor:
(ii)	LDB:
(iii)	Other Stakeholders:
(3)	Service Location(s): NA
(4)	Privacy Obligations / Security: NA
(5)	Other (<i>describe</i>): NA
(6)	Description of Fees: No change in fees
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: [when will payments take place] • N/A
(9)	Target Implementation Date: 26 -29 May, 2017

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions Canada, Sierra Systems</u>
Signature: 	Signature: 
Date: <u>Oct 21, 2016</u>	Date: <u>Nov 7, 2016</u>

CHANGE ORDER

1. Change Order ID: CO02

Change Order ID: CO02 – Database Administration Support Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch (the "Province" or "LDB") and Sierra Systems Group Inc. (the "Contractor").

Definitions: Unless otherwise provided in this Change Order, capitalized terms will have the meanings given to those terms in the Agreement.

This change order is for Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 LDB IS has a requirement for additional Oracle EBS database administration skills to augment the LDB DBA team to perform project activities.
- 1.2 Tasks will be assigned and directed by the LDB DBA Lead to meet project deliverables and milestones. Work will align with the standard work week in the Agreement which is Monday through Thursday and 40 hours per week.
- 1.3 This additional scope of services was not in the original contract.
- 1.4 Work will be performed primarily remote with onsite work as requested by LDB for specific activities that would be accelerated or more efficient with onsite presence. It is acknowledged from a cost and efficiency perspective, that onsite will be the exception not the norm.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision	Presented and approved at the Oct 13 Steering Committee as a mitigation step for the EBS project #1 key risk related to environments
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

- | | |
|-----|--|
| 3.1 | <p>Description:</p> <p>A key risk escalated to the EBS Project Steering Committee is the ongoing challenge of environments. Both hardware and IT resource availability are stretched thin and challenged to meet key dates required by the project. There are additional environment requirements to support CRP3, SIT, and UAT. A delay in delivery of these environments will impact the project schedule.</p> |
|-----|--|

	Mitigation steps taken are that LDB has assigned an Environment Lead to lead the actions in the environment management plan. The additional action that was identified was to secure additional resources to augment the DBA team. This change order is to augment the LDB DBA team with a Sierra Systems DBA to meet deliverables. The resource identified previously worked with the LDB DBA team and is knowledgeable about the LDB R12 environments and LDBs internal IS processes.
(1)	Service Levels: not applicable
(2)	Technology/Systems/Operations of: NA <ul style="list-style-type: none"> (i) Contractor: not applicable (ii) LDB: not applicable (iii) Other Stakeholders: not applicable
(3)	Service Location(s): remote, with some onsite as requested by the LDB
(4)	Privacy Obligations / Security: not applicable
(5)	Other (<i>describe</i>): not applicable
(6)	Description of Fees: in accordance with the Agreement, fees for change orders shall be charged on a time and materials basis for actual hours expended at an hourly rate of \$150 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost. Estimated travel expense: \$4,800; Services budget is based on 500 hours for a change order value not to exceed \$75,000. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.
(7)	Operational Costs: not applicable
(8)	Fees Payable to Contractor: as per the terms in the Agreement
(9)	Duration: commences November 04, 2016 and concludes on February 10, 2017.

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions Canada, Sierra Systems</u>
Signature: 	Signature: 
Date: <u>November 04, 2016</u>	Date: <u>November 4, 2016</u>

CHANGE ORDER

1. Change Order ID: CO03

Change Order ID: CO03 – EBS iProcurement Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch (the "Province" or "LDB") and Sierra Systems Group Inc. (the "Contractor").

This Change Order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 LDB EBS Steering Committee approved a change request to add iProcurement functionality to the EBS upgrade project scope. The approved scope is to implement iProcurement functionality to manage the requisition-to-pay business process for procuring non-liquor goods and services currently managed by the procurement and contract management services department ("PCMs").
- 1.2 This new scope requires additional services from the Contractor to complete analysis, design, configuration, testing support, and deployment activities in EBS as defined in the iProcurement plan. Activities to implement iProcurement will be done in parallel and in alignment with EBS upgrade project activities. The activities defined in this Change Order are a subset of the activities that will be performed by LDB to implement iProcurement.
- 1.3 This additional scope of services was not in the original contract.
- 1.4 Because of the interdependencies between purchasing and iProcurement, there are efficiencies in having Mike Rath who is the existing EBS project team purchasing resource take on the additional scope rather than a separate resource. These efficiencies are reflected in the estimate.
- 1.5 This Change Order is to define the scope of services for iProcurement and the additional effort. The Contractor will retain an additional resource on the project team to backfill Mike's other non-purchasing project activities to free capacity for Mike to complete the iProcurement scope of work. Other project activities assigned to Mike that require backfill are for inventory which includes WOM integration testing.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision	Presented and approved at the Oct 13 steering committee. Additional details regarding justification and options are documented in the EBS project change request #1 for iProcurement.
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1

Description:

The LDB's PCMs are responsible for purchasing non-liquor goods and services based on approved purchase requisitions from various LDB departments. In the past year PCMs managed approximately 7,000 requisition lines.

Previously, purchase requisitions were communicated to PCMs via an electronic purchase requisition ("ePR") form developed in SharePoint. The ePR enabled electronic communication of purchase requisitions to PCMs, but it still required that PCMs manually create purchase orders or releases based on those requisitions lines (re-entering all data from the requisitions) and manually maintain requisition status updates on SharePoint. The ePR application is not currently being used by the LDB as it encountered errors following an upgrade to the SharePoint application. The entire business process is now being performed manually as all purchase requisitions are being created via hard copy forms.

The PCMs were provided an initial demo of the iProcurement application and it was concluded that using the application for the purchase requisition-to-pay business process would resolve many of its existing pain points and meet the business requirements of a fully electronic end-to-end process as documented in the purchasing business requirements document. A change request was initiated to request that the iProcurement module be added to the EBS R12 upgrade project scope. The project change request was approved by the EBS steering committee on October 13.

This Change Order represents only the Contractor's effort to participate in iProcurement activities and is a subset of the total project effort. The total iProcurement estimate and budget was developed and will be managed by LDB.

The Contractor's scope of services for iProcurement includes the following activities and assumptions that were clarified by the LDB. All other activities are to be performed by LDB.

<i>iProcurement Implementation for Sierra Systems</i>	<i>Hours</i>
<i>Discovery/Requirements Documentation & Sign-off</i>	<i>40</i>
<i>Solution Design/Fit-Gap</i>	<i>40</i>
<i>System Configuration/System Unit Testing/Patch testing</i>	<i>40</i>
<i>Documentation (Design/Configuration/Test scripts)</i>	<i>40</i>
<i>SIT Testing Support</i>	<i>20</i>
<i>UAT Testing Support</i>	<i>0</i>
<i>Cutover support (Included with Purchasing/Inventory)</i>	<i>0</i>
<i>Production Support (Included with Purchasing/Inventory)</i>	<i>0</i>
<i>Training Material Development</i>	<i>20</i>
<i>Training (Train the Trainer)</i>	<i>20</i>
<i>Total Functional Hours</i>	<i>220</i>

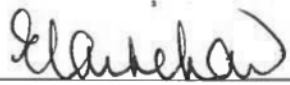
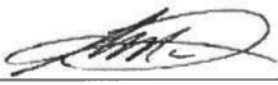
The estimate above is based on the following assumptions agreed to by the LDB. Work outside these assumptions are to be performed by the LDB.

- Discovery and fit-gap are to be limited to one (1) meeting each (business analyst, lead, subject matter expert and decision maker to be assigned prior to start of project)
- The employee/supervisor approval hierarchy will be utilized (the LDB will ensure hierarchy is correct and approval limits have been defined for all users)
- The approvals management engine (AME) will not be utilized

- No supplier punch-out sites will be configured
 - Catalogue content will be entered/loaded by LDB where required
 - One (1) information template will be configured; additional templates if desired will be done by LDB
 - One (1) content zone secured by responsibility will be configured; additional content zones if desired will be done by LDB
 - Training material will be developed by LDB with twenty (20) hours budgeted for the Contractor to support training material development
 - End-user training to be delivered by LDB personnel
 - Self-service forms personalization will not be utilized
 - Current category flexfield segments/values will be utilized. If LDB wants to change the segment values of the PO category flexfield then LDB is responsible for defining the changes and testing the change
 - No new descriptive flex fields (DFF) will be utilized
 - Oracle seeded iProcurement responsibility will be utilized
 - No additional reports will be delivered
 - No technical hours have been included (not required based on above assumptions)
 - Effort defined assumes the work will be executed in alignment with the R12 upgrade schedule and work will be performed by the Contractor's purchasing lead to leverage efficiencies in crossover tasks
 - UAT will be performed and supported by LDB and is not included
 - Post production support will be provided by LDB and is not included
 - LDB will set aside contingency to be utilized at LDBs discretion for unplanned changes in scope or timeline and contingency is not included
- (1) Service Levels: not applicable
- (2) Technology/Systems/Operations of: not applicable
- (i) Contractor: not applicable
 - (ii) LDB: not applicable
 - (iii) Other Stakeholders: not applicable
- (3) Service Location(s): combination of onsite and remote
- (4) Privacy Obligations / Security: not applicable
- (5) Other (*describe*): not applicable
- (6) Description of Fees: in accordance with the Agreement, fees for change orders shall be charged on a time and materials basis for actual hours expended at an hourly rate of \$160 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost. Estimated travel expenses are \$9,600 (4 trips); Services budget is based on 220 hours x \$160 = \$35,200 for a Change Order total not to exceed \$44,800 exclusive of taxes. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.
- (7) Operational Costs: not applicable
- (8) Fees Payable to Contractor: as per the terms in the Agreement

(9)	Duration: commences October 24, 2016 and concludes on May 31, 2017.
-----	---

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Elaine Low on behalf of Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions Canada, Sierra Systems</u>
Signature: 	Signature: 
Date: <u>November 22</u> , 2016	Date: <u>November 18</u> , 2016

Appendix F1
CHANGE ORDER

1. Change Order ID: CO04

Change Order ID: CO04 – CRP3 Delivery Date

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487.

Description:

- 1.1 The SoW Deliverable date for CRP3 sessions is December 30 2016.
- 1.2 Fully integrated CRP sessions with end-to-end processes is needed because of the volume and complexity of integrations for wholesale and retail. CRP2 did not included a fully integrated dev/test environment so it is critical for the project to have fully integrated CRP3 sessions in order to confirm the completeness of development work before testing starts in February.
- 1.3 Environment issues and other factors have impacted SOA & CEMLI development and testing which will not be completed before the originally scheduled CRP3 dates.
- 1.4 Additionally, LDB would like SMEs to demo the system in CRP3 requiring additional education and system orientation which is planned for January.
- 1.5 For these reasons, CRP3 sessions are split into two groups with one group performed during the originally scheduled dates for CRP3 and the second group performed during a two-week period in January 2017.
- 1.6 This change in the timing of when CRP3 sessions will be delivered changes the milestone deliverable date for CRP3 from December 30, 2016 to January 20, 2017.
- 1.7 This is a change from Appendix A-1, Statement of Work, Scope, Milestones and Deliverables, CRP Workshops Complete

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision	Key Decision #004 : CRP 3 Delivery Date
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description: Revised Schedule November 28 – December 9, 2016</p> <ul style="list-style-type: none"> iStore Enhancements (without integration)
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	<ul style="list-style-type: none"> • CRP3 Solution Design Reviews for • Supply Chain (blocks 1 through 3)
	<p>Jan 9 – 20, 2017</p> <ul style="list-style-type: none"> • iStore (with integration) • Finance with integration • Supply Chain (blocks 4 to 21 with integration) • iProcurement • iExpenses
(1)	Service Levels: N/A
(2)	Technology/Systems/Operations of: NA
	(i) Contractor:
	(ii) LDB:
	(iii) Other Stakeholders:
(3)	Service Location(s): NA
(4)	Privacy Obligations / Security: NA
(5)	Other (describe): NA
(6)	Description of Fees: No change in fees
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: [when will payments take place] • N/A
(9)	CRP3 Delivery Date: January 20, 2017

4. Implementation Plan / Proposed Steps:
N/A

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissonnette</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO</u>	Print Title: <u>VP Oracle Solutions</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Date: <u>December 5, 2016</u>	Date: <u>November 22, 2016</u>

CHANGE ORDER

1. Change Order ID: CO05

Change Order ID: CO05 – EBS iStore Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch (the "Province" or "LDB") and Sierra Systems Group Inc. (the "Contractor").

This Change Order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 The LDB Project Sponsor approved a change request for the addition of Wine Region to iStore Search
- 1.2 This new scope requires additional services from the Contractor to document, configure, test, and deployment activities in EBS, pertaining chiefly to the addition of a Wine Region in iStore search (about 55% of Wine SKUs have this information)
- 1.3 In addition to adding Wine Region to iStore search, there was a change in business requirement that resulted in a change to the WS Inventory web service developed by LDB which requires some re-work on the iStore side.
- 1.4 This additional scope of services was not in the original contract
- 1.5 This Change Order is to cover the additional services in iStore for these two items.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, un-amended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

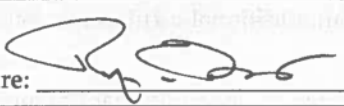

LDB Key Decision	Presented & approved by the project sponsor Friday, December 02, 2016
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description: This change order covers additional iStore services for the following two items:</p> <p>ITEM 1: Add Wine Region (i.e. Bordeaux, California, etc.) as an additional attribute to iStore search functionality. About 55% of Wine SKUs have this information.</p> <p>The data elements for Wine Region are already part of the integration, meaning that the modification to iStore search will be able to make this data element visible to the user.</p> <p>The Contractor's scope of services for this change to iStore includes System Configuration/System Unit Testing and Documentation activities. Total Functional Hours is 10. All other activities needed to implement the change are to be performed by LDB.</p> <p>ITEM 2: A change in business requirements resulted in a change to the Wholesale Inventory Visibility web service being developed by LDB. The web service is currently being integrated with iStore. The change to the web service necessitates re-work on the iStore side.</p> <p>The Contractor's scope of services for this change is development and unit testing of the integration</p>
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	between iStore and the Wholesale Inventory Visibility web service. Total Estimated Hours is 10. All other activities needed to implement the change are to be performed by LDB.
(1)	Service Levels: not applicable
(2)	Technology/Systems/Operations of: not applicable <ul style="list-style-type: none"> (i) Contractor: not applicable (ii) LDB: not applicable (iii) Other Stakeholders: not applicable
(3)	Service Location(s): remote
(4)	Privacy Obligations / Security: not applicable
(5)	Other (<i>describe</i>): not applicable
(6)	Description of Fees: in accordance with the Agreement, fees for change orders shall be charged on a time and materials basis for actual hours expended at an hourly rate of \$270 CAD. No expenses will be paid on this Change Order. The Services budget is based on 20 hours x \$270 = \$5,400 for a Change Order total not to exceed \$5,400 exclusive of taxes. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.
(7)	Operational Costs: not applicable
(8)	Fees Payable to Contractor: as per the terms in the Agreement
(9)	Duration: commences December 02, 2016 and concludes on March 3, 2017.

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions Canada, Sierra Systems</u>
Signature: 	Signature: 
Date: <u>January 12</u> , 2017	Date: <u>January 4</u> , 2017

CHANGE ORDER

1. Change Order ID: CO06

Change Order ID: CO06 – Database Administration Support Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

Definitions: Unless otherwise provided in this Change Order, capitalized terms will have the meanings given to those terms in the Agreement.

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 LDB IS has a requirement for additional Oracle EBS database administration skills to augment the LDB DBA team to perform project activities.
- 1.2 Tasks will be assigned and directed by the LDB DBA Lead to meet project deliverables and milestones. Work will align with the standard work week of 40 hours per week.
- 1.3 This additional scope of services was not in the original contract.
- 1.4 Work will be performed primarily remote with onsite work as requested by LDB for specific activities that would be accelerated or more efficient with onsite presence. It is acknowledged from a cost and efficiency perspective, that onsite will be the exception not the norm.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

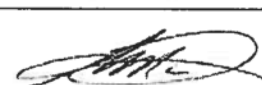
LDB Key Decision	Presented and approved by the project sponsor on February 15 th , 2017
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1	Description: The LDB DBA team needs to augment its resources with a Sierra Systems DBA to meet deliverables. The resource identified previously worked with the LDB DBA team and is knowledgeable about the LDB R12 environments and LDBs internal IS processes.
(1)	Service Levels: not applicable
(2)	Technology/Systems/Operations of: (i) Contractor: not applicable

	(ii) LDB: not applicable
	(iii) Other Stakeholders: not applicable
(3)	Service Location(s): remote with some onsite as requested by the LDB
(4)	Privacy Obligations / Security: not applicable
(5)	Other (describe): not applicable
(6)	Description of Fees: As & when requested by the LDB and in accordance with the Agreement, fees for change orders shall be charged on a time and materials basis for actual hours expended at an hourly rate of \$150 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost. Estimated travel expense: \$4,800 (5 months, 40 hours per week); for a total not exceeding \$125,000.
(7)	10 hours of this will be at an hourly rate of \$0
(8)	Operational Costs: not applicable
(9)	Fees Payable to Contractor: as per the terms in the Agreement
(10)	Duration: commences February 13, 2016 and concludes on July 31st, 2017.

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions Canada, Sierra Systems</u>
Signature: 	Signature: 
Date: <u>Feb 21/17</u>	Date: <u>2/21/2017</u>

CHANGE ORDER

1. Change Order ID: CO07

Change Order ID: CO07– Four New Purchase Order Templates

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch (the "Province" or "LDB") and Sierra Systems Group Inc. (the "Contractor").

This Change Order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 A new business process in Purchasing has been defined as part of the R12 upgrade project and included is a request from the business for four new Purchase Order templates that vary for each of the four different PO types.
- 1.2 The business requires these new reports to be delivered at go live.
- 1.3 The report specifications include other new enhancements for workflow and messaging components that are not in scope for this change order.
- 1.4 These additional services were not in the original contract. This change order is for the delta between effort to remediate the existing single PO format that was in the original contract, and the effort to develop four new PO templates.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, un-amended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision	Presented & approved by the project sponsor on March 16, 2017 Additional details are documented in the Functional Design PO Purchase Order Style Sheets.doc.
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

- | | |
|-----|--|
| 3.1 | <p>Description: As part of the EBS project the LDB would like to leverage the ability to email purchase orders directly from Oracle Purchasing. It requires customizations to the seeded stylesheets of each purchasing document type to support this initiative. Development and testing of these reports will be completed before go live.</p> <ol style="list-style-type: none">1. Standard PO
Custom version of Standard Purchase Order XML stylesheet to resolve deficiencies in the current PO format, add new data elements desired by the business, and support emailing of PO direct from Oracle Purchasing using seeded functionality.2. Blanket Purchase Agreement |
|-----|--|

Develop new custom Blanket Purchase Agreement XML stylesheet to support emailing of PO direct from Oracle Purchasing using seeded functionality.

3. Blanket Release

Develop new custom Blanket Release XML stylesheet to support emailing of PO direct from Oracle Purchasing using seeded functionality.

4. Contract PO

Develop new custom Contract XML stylesheet to support emailing of PO direct from Oracle Purchasing using seeded functionality.

Total Estimated Hours is 280 per the notes below:

description	Roles	dev estimate	Comments	functional test	Total CR Hours	CR T&M Rate Card
4 new reports for each PO type based on the new design provided in the spec; includes new R12 email communication using seeded functionality	Purchasing Functional Lead Sr Developers (2)	240 hrs	8 weeks new development minus 2 weeks original contract = 6 weeks effort	40 hrs	280	\$160

Resources assigned to perform the work:

Ritesh Garg – Sr Developer

Naveen Yeturu – Sr Developer

Mike Rath – Sr Purchasing Functional Lead

- (1) Service Levels: not applicable
- (2) Technology/Systems/Operations of: not applicable
 - (i) Contractor: not applicable
 - (ii) LDB: not applicable
 - (iii) Other Stakeholders: not applicable
- (3) Service Location(s): remote
- (4) Privacy Obligations / Security: not applicable
- (5) Other (describe): not applicable
- (6) Description of Fees: in accordance with the Agreement, fees for change orders shall be charged on a time and materials basis for actual hours expended at an hourly rate of \$160 CAD for the roles required for this work. No expenses will be paid on this Change Order. The Services budget is based on 280 hours x \$160 = \$44,800 times 10% contingency for a Change Order total not to exceed \$49,280 exclusive of taxes. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.
- (7) Operational Costs: not applicable
- (8) Fees Payable to Contractor: as per the terms in the Agreement
- (9) Duration: commences March 17, 2017 and concludes on May 31, 2017.

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions Canada, Sierra Systems</u>
Signature: 	Signature: 
Date: <u>March 23</u> , 2017	Date: <u>March 19</u> , 2017

CHANGE ORDER

1. Change Order ID: CO08

Change Order ID: CO08 – New Solution for OID/SSO

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch (the "Province" or "LDB") and Sierra Systems Group Inc. (the "Contractor").

This Change Order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 The LDB desired a new design for the existing LDB integration between OID/SSO and Cascade for propagating iStore self-service user creation. The LDB want to move away from the older technology of database to database links and use more modern web services integration.
- 1.2 The new design required new development effort and significant troubleshooting and testing to confirm viability for both internal users of EBS as well as external iStore users.
- 1.3 Delays in the OID/SSO technical environment and challenges with development of the new solution also resulted in additional hours required for the iStore expert to complete the iStore elements of the solution in parallel to System Integration Testing support and remediation.
- 1.4 These additional services were not in the original contract
- 1.5 Sierra communicated to LDB the willingness to absorb two weeks of effort towards development of the new solution. The new development and related complexities resulted in a significant overage. After escalation to LDB the week of Feb 20 requesting a decision to revert back to remediation of the existing solution, LDB made a business decision to continue with the new design with additional hours to complete the work managed on a change order. Sierra absorbed 165 hours through February 26. This change order is for hours incurred February 27 forward to complete development and testing of the solution.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, un-amended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision	Presented & approved by the project sponsor on March 16, 2017
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description: This change order covers additional services for the following tasks required to implement the OID plugin for OID/EBS User Synchronization:</p> <ol style="list-style-type: none">1. Develop ISG Web Services to create and update iStore Users in EBS2. Develop Web Service Client Stub using Java to invoke ISG Web Services developed in step 13. Add CLASSPATH in OID server to invoke WS Client stub developed in step 2
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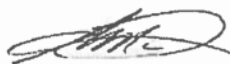
4. Develop OID Java Plugin to capture attribute values of users created/modified in OID
5. Port business logic into the OID Java plugin from the current pl/sql package and database link
6. Configure plugin in OID server (configuration is different in 12c compared to 10g)
7. Remediated custom pl/sql package used in EBS 11i to create iStore user accommodating the R12 changes in the Oracle APIs and changes in parameter values passed to invoke the API
8. Modified table structure to handle longer UID generated in OID
9. Modify iStore to accommodate OID/SSO for external users.

Total Estimated Hours is 310 per the notes below:

Roles	Feb 27/28 actuals	March actuals	March/April estimate to complete (ETC)	Total CR Hours	CR T&M Rate Card	Totals
EBS Developer	22	137	51	210	\$140	\$29,400
Java Developer	5	15	0	20	\$140	\$2,800
iStore Expert	0	0	80	80	\$270	\$21,600
				310	TOTAL	\$53,800
					contingency iStore ETC	\$2,160
					contingency developer ETC	\$714
					TOTAL	\$56,674

- (1) Service Levels: not applicable
- (2) Technology/Systems/Operations of: not applicable
 - (i) Contractor: not applicable
 - (ii) LDB: not applicable
 - (iii) Other Stakeholders: not applicable
- (3) Service Location(s): remote
- (4) Privacy Obligations / Security: not applicable
- (5) Other (*describe*): not applicable
- (6) Description of Fees: in accordance with the Agreement, fees for change orders shall be charged on a time and materials basis for actual hours expended at an hourly rate of \$140 CAD for the EBS Developer role and \$270 CAD for the iStore Expert. No expenses will be paid on this Change Order. The Services budget is based on 310 hours x the rates above = \$53,800 plus 10% contingency for the estimate to complete effort for a Change Order total not to exceed \$56,674 exclusive of taxes. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.
- (7) Operational Costs: not applicable
- (8) Fees Payable to Contractor: as per the terms in the Agreement
- (9) Duration: commences February 27, 2017 and concludes on May 31, 2017.

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions Canada, Sierra Systems</u>
Signature: 	Signature: 
Date: <u>March 23, 2017.</u>	Date: <u>March 21, 2017</u>

CHANGE ORDER

1. Change Order ID: CO09

Change Order ID: CO09 – Enhancements to OM reports

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch (the "Province" or "LDB") and Sierra Systems Group Inc. (the "Contractor").

This Change Order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 The wholesale group requested enhancements and new logic to two reports to make the reports more useful to LDB's Wholesale Customers
- 1.2 This new scope will require design changes and new development and testing for two specific reports that have already been remediated, and gone through functional testing and SIT
- 1.3 These additional services were not in the original contract
- 1.4 Completion of work effort on this CO will be performed in parallel to project activities but not at the expense or on the same timeline as the main project. For clarity, this means that although work will be completed as expeditiously as feasible, there is not a requirement for testing to be completed during the same time frame as UAT and an expectation has been set with the business that deployment may not happen until after go live. The number 1 priority for the project is existing scope for go live. This CO is for new requirements that are complex and also customer facing. Therefore, the new changes will not be rushed to production until full testing and signoff is received by the business and unless it can be done without impacting the main project.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, un-amended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision	Presented & approved by the project sponsor April 12, 2017
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description: As part of the EBS project the LDB would like to enhance the Order Submission report and the Non Stocked Wholesale Product (NWSP) Orders Report to make them more usable for wholesale customers. Specifications have been completed and signed off by the business and are final with no additional changes anticipated. Development and testing of these reports will be started now and is anticipated to be completed shortly after live.</p> <p>1. Order Submission Report</p> <p>The current Order Submission Report provides customers with information on what products they are not receiving. The proposed changes would make the Order Submission Report more useful to</p>
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Wholesale Customers by providing information on what products the customer can expect to receive on their next order, as well as outlining what products they are not getting (due to stock-outs, order errors etc.) The existing report will require a modification to the SQL Query; the concurrent program parameters will remain the same. The existing report will be changed with output in XML and BI Publisher will be utilized to generate the PDF and Excel Output. Other changes as defined in the specification will be implemented. *Functional Specifications – Order Submission Report 04 10 2017.doc*.

2. Non Stocked Wholesale Product (NWSP) Orders Report

The Non Stocked Wholesale Product report highlights all open and recently cancelled non stock product lines for a customer. It gives a snap shot view of the current status of the non stock products on order and recently cancelled NSWSP order lines. The proposed NSWSP Report changes include edits to column heading titles, removal of columns, and the merging of some columns with an additional change to the PS/SQL query. The existing report will be changed with output in XML and BI Publisher will be utilized to generate the PDF and Excel Output. Other changes as defined in the specification will be implemented. *Functional Specifications – NSWSP Report v2*.

Total estimated hours are 400.

This effort includes Functional Analysis and Testing – 80 hours per report

Technical Design, Development, Unit Testing, Support for Functional Testing – 120 hours per report

All final testing will be a responsibility of LDB and will be completed within 1 week once ready.

Resources assigned to perform the work:

Gary Piazza / Juanita Ozuna – Functional Lead - \$160

Siva Vegesna – Sr Developer - \$160


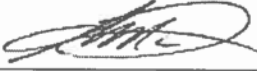
James Jose – Sr Developer - \$140

Ritesh Garg – Sr Developer - \$160

- (1) Service Levels: not applicable
- (2) Technology/Systems/Operations of: not applicable
 - (i) Contractor: not applicable
 - (ii) LDB: not applicable
 - (iii) Other Stakeholders: not applicable
- (3) Service Location(s): remote
- (4) Privacy Obligations / Security: not applicable
- (5) Other (*describe*): not applicable
- (6) Description of Fees: in accordance with the Agreement, fees for change orders shall be charged on a time and materials basis for actual hours expended at an hourly rate of \$140 CAD for James and \$160 CAD for all other roles required for this work. No expenses will be paid on this Change Order. The Services budget is based on 280 hours x \$160 = \$44,800 plus 120 hours x \$140 = \$16,800 times 10% contingency for a Change Order total not to exceed \$67,760 exclusive of taxes. The

	Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.
(7)	Operational Costs: not applicable
(8)	Fees Payable to Contractor: as per the terms in the Agreement
(9)	Duration: commences April 10, 2017 and concludes on June 30, 2017.

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions Canada, Sierra Systems</u>
Signature: 	Signature: 
Date: <u>April 18</u> , 2017	Date: <u>April 14</u> , 2017

CHANGE ORDER

1. Change Order ID: CO10

Change Order ID: CO10 – Cascade Project Extension

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch (the "Province" or "LDB") and Sierra Systems Group Inc. (the "Contractor").

This Change Order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 On May 3rd, the LDB Project Steering Committee made the decision to delay the Cascade go live date. Reasons for the delay are documented in the May 3 Steering Committee meeting slide deck. A new go live date in September will be confirmed once critical environment instability issues are resolved and SIT and UAT testing and test remediation are completed.
- 1.2 The request was made to Sierra Systems to extend the existing project team for four months in support of the new go live date. This change order covers the incremental cost of Sierra services because of the schedule extension and in response to late delivery of LDB activities and instability of the LDB integrated technical environments that prevented Sierra's ability to deliver services per the original project schedule.
- 1.3 The fees section below includes the fixed price payment schedule for the four month extension period of June, July, August and September assuming a September go live date.
- 1.4 A previous request by LDB for Sierra to extend post go live support will be further discussed at a later date and are not included in this change order. For clarity, pricing and staffing level for post go live support per the original contract will remain in place unless a further change order is processed. The revised date for post go live services starts October 1, 2017 following this four month extension.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, un-amended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision	The project extension was approved by the project Steering Committee on May 10, 2017
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description: This change order covers an extension for four months to provide services as defined in the original contract in support of the Cascade project. Late delivery of LDB activities and instability of the LDB integrated technical environments prevented these services from being performed as planned per the original schedule.</p> <p>Scope</p>
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Scope of the project and of Sierra Systems services are the same as defined in the original contract with the addition of three new enhancements that are described below. Further additions to scope that result in new development or rework because of incomplete or incorrect design documentation will be assessed to determine impacts on effort and the timeline. Every effort will be made to include LDB approved scope changes, enhancements or rework based on LDB set priorities to the extent that they can be done within the existing staffing level and new timeline.

Three enhances to add to the scope of this change order are the following items documented in ALM. These are new scope items that will be prioritized after defect remediation of original scope. Every effort will be made to complete these before the "go live ready" milestone, however, it should be noted that some development effort may be done later depending on the available hours before Aug 4 to complete the work.

ALM#422: New Report – the business requires a new report to extract AR transaction line detail into Excel format. Specific report requirements are not yet defined in order for us to estimate effort. Therefore, effort included in this change order for this new report is capped at 60 hours for development and testing.

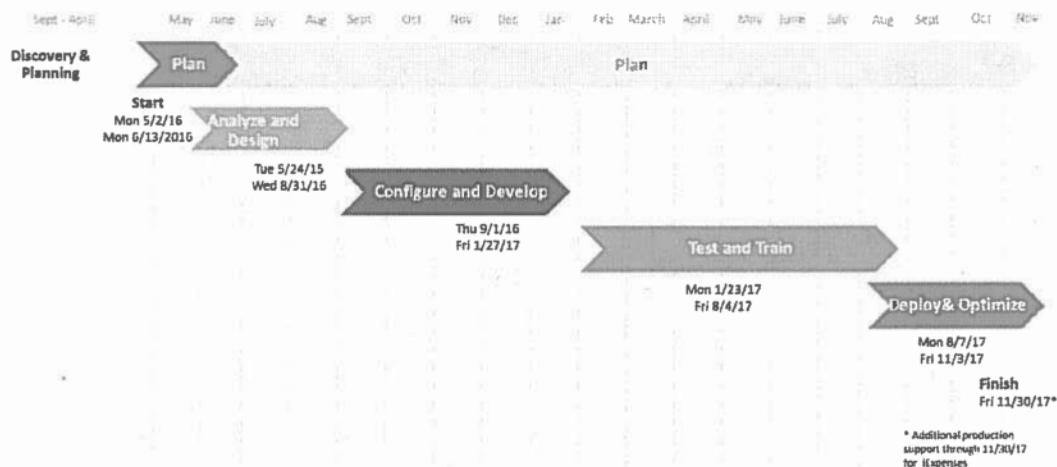
ALM#709: Purchase Orders – Authorized Signature – changes needed to the PL/SQL and four PO templates as needed to change the signature from the buyer to approver.

ALM#633: Price Agent – redevelopment in iStore as required to accommodate a redesign to the interface from CPD to include the Price Agent field and to display this data to customers in iStore. This work is dependent on LDB delivery of development changes and testing of an updated interface file with the required information.

Other iStore work includes providing support to LDB to collaboratively troubleshoot and remedy the iStore Shopping Cart issue. It is assumed that changes on the iStore side, if any, can be completed within the budgeted hours on this CO that is intended to cover normal in scope defect remediation.

Timeline

Detailed planning is underway by LDB for the revised project timeline. This change order assumes the following high level timeline will be met:



This timeline to complete the R12 upgrade assumes that project activities are completed per the plan that are defined for testing and deployment activities as needed to meet these dates. It is of utmost importance that both LDB and Sierra Systems work together to ensure that the scope, resources and

time commitments are met throughout the project to meet this timeline.

Key Dates

The LDB PMO has held workshops with the stream leads to determine what is needed to get to a 'go-ready' copy. Go-Ready is defined as : the code-ready EBS version that we can go live with.

Constraints considered include direction by the LDB CEO to go-live in September, the awareness that August will be a challenging month for resource availability, and that September is enveloped by a statutory holiday in week 1, and a quarter end in week 4. Within these constraints, the following key dates have been defined for the project:

Go-Ready Path

now through - June 27 : Completion of UAT Functional test case execution

June 30 – July 28: End-to-End Preparation and Test Execution

now through Aug 4 : Resolution of blockers and Major ALM defects

Aug 4 : milestone – go-live ready

Go-Live Path

Sep 8 - 11 : Dress Rehearsal

Sep 22 - 25 : Go-Live

If the Key Dates as defined above are not met, it could impact the readiness for go live in September.

Staffing and Responsibilities

Roles and primary responsibilities per role during the extension are as follows.

Project Management – LeeAnn Robertson

- Responsibility for managing the Sierra Systems team and ensuring the deadlines and expectations are met
- Participates on the project governance team with direct access to the sponsor who can make decisions in a timely manner to address issues and remove obstacles.
- Contributor to LDB re-planning efforts and details.
- Works with the LDB Project Manager to manage the activities and priorities, to deliver in line with the revised project plan
- Works with the LDB Project Manager to manage project scope, progress, and risks
- Tracks and facilitates resolution of project issues including escalation to the Steering Committee and Project Sponsor, as required
- Manages Sierra team assignments and overall delivery
- Collaborates on a program level plan that shows dependencies
- Escalates to Sierra Systems Delivery Oversight as required.

Functional Leads

Gord Weislein – GL, FA, Financial Reporting

Sherman Xiao – AR, AP, EBTax

Gary Piazza – OM, Inventory, Shipping Execution

Mike Rath – Purchasing, Inventory, iProcurement

Juanita Ozuna – iExpenses, SCM tester, test coordinator and general SCM and AP analyst

- Provides E-Business Suite R12 expertise in the respective modules to perform testing triage, defect analysis, resolution, and functional testing
- Responsible for managing specific Sierra defects to resolution that are in their respective areas.

This includes analysis, liaison with the technical team on the development change required, retesting the fix, participating in LDB scrums and testing meetings to report on status, communicating to LDB when it is ready to redeploy, confirming that deployment to the SIT and UAT test environments was successful, supporting end users as required for the re-test.

- Responsible for updates to configuration because of changes that come out of system and user acceptance testing.
- Responsible for updates to design and configuration documentation because of changes that come out of system and user acceptance testing.
- Participates in test coordination and reporting activities.
- Manages Oracle SRs that are escalated regarding functional issues and participates with Oracle on problem solving and testing
- Participates in migration validation and functional setup activities for dry runs and dress rehearsal
- Participates in go live activities and post go live tasks for their respective areas.

iStore Expert - Tim Walsh

- Provides E-Business Suite R12 expertise in iStore to support outstanding changes as needed for go live
- Performs functional and technical triage on iStore issues as assigned.
- Completes development and unit testing of changes on in scope iStore defects that come out of system and user acceptance testing
- Performs impact assessment to determine re-work needed based on changes to external factors that impact iStore
- Responsible for updates to configuration because of changes that come out of system and user acceptance testing.
- Responsible for updates to design and configuration documentation because of changes that come out of system and user acceptance testing.
- Provides support to LDB for execution of go live activities during dress rehearsal and go live

E-Business Suite Architect – Stewart St Dennis

- Provides E-Business Suite R12 expertise with respect to technical environments and activities.
- Provides support to the LDB DBA team for documentation of technical aspects of go live.
- Documents the plan for go live deployments, validation, and manual steps
- Provides input to the overall go live work plan with respect to cutover details
- Overall responsibility for FNDLoad scripts and migration activities and technical validation in each environment
- Provides support to the development team as required

Technical Team

Rick Kosowan – Technical Lead

Andrew Trail – EBS developer, pl/sql, XML Publisher

James Jose – EBS developer, pl/sql, XML Publisher, Oracle ADF, SOA

Michelle Moselina – iStore developer

Ritesh Garg, Naveen Yeturu - Developer backfill (utilized on an as needed basis)

- Provides E-Business Suite R12 technical development expertise to support customization remediation and defect resolution
- Performs technical analysis and troubleshooting of defects as assigned
- Makes code changes and performs other development on a wide range of development items including customizations, integrations, XML reports, Oracle reports, database triggers, migration scripts, pl/sql packages, and other as needed

- Follows LDB development standards and process for code migration to environments
- Follows LDB development documentation processes in SVN
- Participates in test coordination and reporting activities.
- Provides support to the functional team for research and analysis as required
- Manages Oracle SRs that are escalated regarding technical issues and participates with Oracle on problem solving and testing
- Provides support to the functional team and the LDB technical team as needed for go live activities

Cost

Cost is based on the staffing level for the Sierra team that is needed to support LDB activities per the key dates defined above with some consideration of holidays and already scheduled vacation by some team members. In general, pricing is based on:

June: same staffing as March/April to support LDBs completion of SIT

July: same staffing as March/April to support completion of UAT and End-to-End testing

August: reduced staffing on the development team

Sept: reduced staffing on the development team

Note that post go live support activities in October and November are per the original contract and are not defined in this change order. Additional levels of post go live support, if desired, will be addressed on a different change order.

Total fixed price for the Change Order is:

Services inclusive of travel but exclusive of taxes: \$1,607,000

License cost for STAT software: \$25,000

TOTAL: \$1,632,000

Payment Schedule

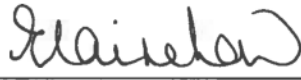

The new payment schedule and activities to be performed per the format that is in the contract are noted below:

LDB R12 Upgrade Milestone	Deliverables	Target Completion Date	Milestone Payment	Holdback	Milestone Payment minus Holdback	Travel	STAT License	Total Invoice Amount
Extension - UAT Testing	<ul style="list-style-type: none"> • Support to LDB for UAT Test Execution • UAT Defect Report • UAT Defect Remediation • Testing Remediation Analysis and Defect Resolution • Migrations to multiple environments • Support to LDB for issue and risk management • Support to LDB for re-planning 	June 30, 2017	\$375,000	\$37,500	\$337,500	\$65,000		\$402,500
Extension - UAT End-to-End Testing	<ul style="list-style-type: none"> • Support to LDB for UAT Test Execution • UAT Defect Report • UAT Defect Remediation • Testing Remediation Analysis and Defect Resolution • Migrations to multiple environments • Support to LDB for issue and risk management • Satisfaction of UAT exit criteria 	July 31, 2017	\$360,000	\$36,000	\$324,000	\$60,000	\$25,000	\$409,000
Extension - Go Live Prep	<ul style="list-style-type: none"> • Satisfaction of UAT exit criteria - Go Live Ready • Support to LDB for Cutover Dry Runs • Support to LDB to update Cutover Master Checklist • Support to LDB for outstanding remediation • Preparation for Dress Rehearsal • Extra capacity, if available, to support LDB priorities 	August 30, 2017	\$310,000	\$31,000	\$279,000	\$32,000		\$311,000
Extension - Go Live Prep and Cutover	<ul style="list-style-type: none"> • Final Cutover Plan • Contingency Plan • Readiness Assessment • Go/No Go Decisions • Execute Cutover Plan • Go Live Complete 	September 30, 2017	\$350,000	\$35,000	\$315,000	\$55,000		\$370,000

A revised total payment schedule for the contract is attached in *Ministry Contract_2016-17 1000042487_Sierra_Revised Payment Schedule CO10_Final.xls*

(1)	Service Levels: not applicable
(2)	Technology/Systems/Operations of: not applicable (i) Contractor: not applicable (ii) LDB: not applicable (iii) Other Stakeholders: not applicable
(3)	Service Location(s): onsite/remote
(4)	Privacy Obligations / Security: not applicable
(5)	Other (<i>describe</i>): not applicable
(6)	<p>Description of Fees: in accordance with the Agreement, this change request will be an extension to the existing fixed fee for a Change Order total not to exceed \$1,632,000 exclusive of taxes but inclusive of travel. Should there be any changes that would impact the proposed fixed price budget, Sierra Systems will work with you, using the agreed upon Change Control Process, to reach agreement on any changes to the fixed price budget prior to incurring any additional costs in professional fees, travel, or expenses.</p> <p>New fixed price payments covered by this Change Order are:</p> <p>June 30, 2017 \$375,000 for services plus \$65,000 for travel = \$440,000</p> <p>July 31, 2017 \$360,000 for services plus \$60,000 for travel plus \$25k for STAT license = \$445,000</p> <p>August 30, 2017 \$310,000 for services plus \$32,000 for travel = \$342,000</p> <p>September 30, 2017 \$350,000 for services plus \$55,000 for travel = \$405,000</p>
(7)	Operational Costs: not applicable
(8)	Fees Payable to Contractor: as per the terms in the Agreement
(9)	Duration: commences June 1, 2017 and concludes on January 31, 2018.

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>^A/CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions, Canada Sierra Systems</u>
Signature: <u></u>	Signature: <u></u>
Date: <u>June 20</u> , 2017	Date: <u>June 20</u> , 2017

CHANGE ORDER

1. Change Order ID: CO11

Change Order ID: CO11 – Database Administration Support Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 LDB IS has a requirement for additional Oracle EBS database administration skills to augment the LDB DBA team to perform CASCADE project activities.
- 1.2 Tasks will be assigned and directed by the LDB DBA Lead to meet project deliverables and milestones. Work will align with the standard work week in the Agreement which is Monday through Thursday and 40 hours per week.
- 1.3 This additional scope of services was not in the original contract.
- 1.4 Work will be performed remote except for onsite work in support of go live activities in September 2017 as requested by LDB.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

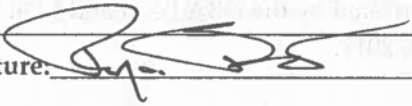
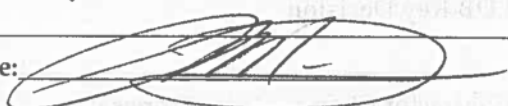
LDB Key Decision	Extension was requested by the DBA Lead and LDB Project Manager on July 6, 2017.
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description: The LDB DBA team needs to augment their resources with a Sierra Systems DBA to meet CASCADE project deliverables. This extends the current resource who is knowledgeable about the LDB R12 environments and LDBs internal IS processes.</p> <p>Tasks will be assigned and directed by the LDB DBA Lead to meet project deliverables and milestones.</p>
(1)	Service Levels: N/A
(2)	Technology/Systems/Operations of: NA
(i)	Contractor:

(ii)	LDB:
(iii)	Other Stakeholders:
(3)	Service Location(s): remote with some onsite as requested by LDB
(4)	Privacy Obligations / Security: NA
(5)	Other (describe): NA
(6)	Description of Fees: In accordance with the Agreement, fees for change orders are charged on a time and materials basis for actual hours expended at an hourly rate of \$150 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost. Estimated travel expense: \$4800; services budget is based on 660 hours (15 weeks x 40 plus 10% contingency) for a change order value not to exceed \$103,800. The total includes \$99,000 for services and \$4800 for travel. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: July 1, 2017 through October 15, 2017

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions</u>
Signature: 	Signature: 
Date: <u>July 19, 2017</u>	Date: <u>7/19/2017</u>

CHANGE ORDER

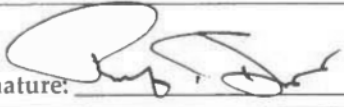
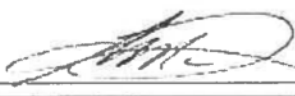
1. Change Order ID: CO12
Change Order ID: CO12 – Enhancements to OM reports -extended end date for CO09
<i>Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch (the "Province" or "LDB") and Sierra Systems Group Inc. (the "Contractor").</i>
This Change Order applies to Ministry Contract No.: 2016-17-1000043487
Description: 1.1 The wholesale group requested enhancements and new logic to two reports to make the reports more useful to LDB's Wholesale Customers 1.2 This new scope was approved on CO09 which defines details about the scope of work, effort and cost. 1.3 A change in the Cascade project schedule has changed the timing of when work on the scope of work approved on CO09 is being executed, requiring an extension to the end date for CO09. 1.4 This CO is to extend the end date on CO09. All terms as defined in CO09 remain in effect with the exception of the Duration.
Continuing Effect of Agreement All other provisions of the Agreement shall remain in full force and effect, un-amended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:	
LDB Key Decision	Presented & approved by the project sponsor April 12, 2017
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):	
3.1	Description: CO09 was approved for new scope to develop and test two new OM reports. The change order is to extend the end date on CO09.
(1)	Service Levels: not applicable
(2)	Technology/Systems/Operations of: not applicable (i) Contractor: not applicable (ii) LDB: not applicable (iii) Other Stakeholders: not applicable
(3)	Service Location(s): remote
(4)	Privacy Obligations / Security: not applicable
(5)	Other (describe): not applicable
(6)	Description of Fees: No change in fees.

(7)	Operational Costs: not applicable
(8)	Fees Payable to Contractor: as per the terms in the Agreement
(9)	Duration: commences April 10, 2017 and concludes on August 30, 2017.

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions Canada, Sierra Systems</u>
Signature: 	Signature: 
Date: <u>July 21</u> , 2017	Date: <u>July 19</u> , 2017

CHANGE ORDER

1. Change Order ID: CO13	
Change Order ID: CO13 – Database Administration Support Services	
<i>Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").</i>	
This change order is for Ministry Contract No.: 2016-17-1000043487	
Description:	
<ul style="list-style-type: none">1.1 LDB IS has a requirement for additional Oracle EBS database administration skills to augment the LDB DBA team to perform project activities.1.2 Tasks will be assigned and directed by the LDB DBA Lead as required to meet project deliverables and milestones.1.3 A work schedule has been requested by LDB that is an exception to the Agreement. Specifics are defined below.1.4 This additional scope of services was not in the original contract.1.5 Work will be performed through a combination of onsite and remote work.	
Continuing Effect of Agreement	
All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.	

2. Associated Change Order Request Forms/Contractor Change Order Proposal:	
LDB Key Decision	Aug 11, 2017 communication to Sierra via an email from the LDB PM.
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):	
3.1	<div>Description: Due to an unplanned medical issue with a LDB employee who was supporting the Cascade project, LDB IS requires a skilled Oracle EBS DBA to backfill her role and augment the LDB DBA team to perform Cascade dress rehearsal and go live project activities.</div> <div>The requested work schedule is an exception to the Agreement: On-site Aug 21 through 25 (8-hr days, starting at 8 am except for Friday the 25th that will be a 4 hour day) Remote Aug 28 – Sep 1st (8-hr days, starting at 8 am except for Friday Sept 1st that will be a 4 hour day) On-site Sep 6 – 28: This includes weekend work for Dress Rehearsal Sept 9/10 & GoLive Sept 26/27 Remote</div>

Oct 2 – 31 for work Monday through Friday (8-hr days, starting at 8 am)



Resource assigned to perform the work:

Glenn Bruns – DBA - \$160 plus expenses

Pricing includes travel expenses based on the work schedule above.

- (1) Service Levels: N/A
- (2) Technology/Systems/Operations of: NA
- (i) Contractor:
- (ii) LDB:
- (iii) Other Stakeholders:
- (3) Service Location(s): remote with some onsite as needed
- (4) Privacy Obligations / Security: NA
- (5) Other (*describe*): NA
- (6) Description of Fees: In accordance with the Agreement, fees for change orders are charged on a time and materials basis for actual hours expended at an hourly rate of \$160 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost. Estimated travel expense: \$8,400; Services budget is based on 432 hours times 10% contingency for a change order value not to exceed \$84,400. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.
- (7) Operational Costs: N/A
- (8) Fees Payable to Contractor: Invoicing is monthly payable Net 30
- (9) Duration: August 21, 2017 through October 31, 2017

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissonnette</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO</u>	Print Title: <u>VP Oracle Solutions</u>
Signature: 	Signature: 
Date: <u>Aug 15, 2017.</u>	Date: <u>Aug 16, 2017</u>

CHANGE ORDER

1. Change Order ID: CO14

Change Order ID: CO14 – Database Administration Support Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 This change order is to extend the end date and add additional fees for Oracle EBS database administration services currently approved on CO11,
- 1.2 LDB IS has a requirement for additional Oracle EBS database administration skills to augment the LDB DBA team for CASCADE project sustainment activities.
- 1.3 Tasks will be assigned and directed by the LDB DBA Lead to meet project deliverables and milestones. Work will align with the standard work week in the Agreement which is Monday through Thursday and 40 hours per week.
- 1.4 The CO also includes a budget for travel expenses equal to two weeks of travel in October as requested by LDB for onsite services. All other work covered under this CO will be performed remotely.
- 1.5 This additional scope of services was not in the original contract.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision

Extension of services to Nov 30 was requested by the LDB Cascade Project Manager on Oct 19.

Contractor Change Order Proposal


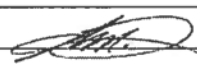
N/A

3. Details of Agreed Change (as applicable):

- | | |
|-----|--|
| 3.1 | <p>Description:</p> <p>The LDB DBA team needs to augment their resources with a Sierra Systems DBA to support CASCADE project sustainment activities. This extends the current resource who is knowledgeable about the LDB R12 environments and LDBs internal IS processes.</p> <p>Tasks will be assigned and directed by the LDB DBA Lead to meet project deliverables and milestones.</p> <p>Resource assigned to perform the work:</p> <p>Todd Simonsen – DBA - \$150 plus expenses</p> |
|-----|--|

(1)	Service Levels: N/A
(2)	Technology/Systems/Operations of: NA (i) Contractor: (ii) LDB: (iii) Other Stakeholders:
(3)	Service Location(s): remote with some onsite as requested by LDB
(4)	Privacy Obligations / Security: NA
(5)	Other (<i>describe</i>): NA
(6)	<p>Description of Fees: In accordance with the Agreement, fees for change orders are charged on a time and materials basis for actual hours expended at an hourly rate of \$150 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost. Estimated travel expense: \$7,500; based actuals expended to date for a change order value not to exceed \$49,500. The total includes \$42,000 for services and \$7,500 for travel. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.</p> <p>The travel estimate is based on supporting the 2 weeks onsite requested by LDB, otherwise the remaining services will be remote work.</p>
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: October 16 th , 2017 through November 30 th , 2017

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions</u>
Signature: 	Signature: 
Date: <u>Nov 8/17</u>	Date: <u>0/26/2017</u>

CHANGE ORDER

1. Change Order ID: CO15

Change Order ID: CO15 – Database Administration Support Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 This change order is an amendment to CO13 to cover additional travel expenses for Oracle EBS database administration services.
- 1.2 The original CO13 remains in effect.
- 1.3 This CO15 is solely to cover additional travel expenses for additional travel costs incurred due to the request from LDB for a higher level of onsite work than was originally estimated.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision	The request was made by the LDB Cascade LDB Project Manager for additional onsite time in October.
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1

Description:

The LDB DBA team requested that Sierra DBA services be provided onsite for the first three weeks after go live. This resulted in additional travel expenses not covered in CO13..

Two additional weeks of travel in October is estimated to be \$7,500. Also included in this CO is \$4,086 for travel expenses in Aug/ Sept that exceeded the original budget due to 1 week of travel in Aug and 23 straight days in Sept including weekends.

(1)

Service Levels: N/A

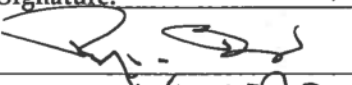

(2)

Technology/Systems/Operations of: NA

(i) Contractor:

(ii)	LDB:
(iii)	Other Stakeholders:
(3)	Service Location(s): remote with some onsite as requested by LDB
(4)	Privacy Obligations / Security: NA
(5)	Other (<i>describe</i>): NA
(6)	<p>Description of Fees: In accordance with the Agreement, Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost.</p> <p>Additional funds required for travel is not to exceed \$11,586. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.</p>
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: Through October 31 st , 2017

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions</u>
Signature: 	Signature: 
Date: <u>10/26/17</u>	Date: <u>10/26/2017</u>

CHANGE ORDER

1. Change Order ID: CO16

Change Order ID: CO16 – Additional Post Go-live Development Support Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 LDB Cascade project has a requirement for additional Oracle EBS development skills to augment the LDB CASCADE project sustainment team.
- 1.2 Tasks will be assigned and directed by the LDB Sustainment Lead to meet sustainment activities. Work will align with the standard work week in the Agreement which is Monday through Thursday.
- 1.3 Hours per week are up to a 30-hour maximum unless coordinated in advance.
- 1.4 The CO does not include a budget for travel expenses as all services will be performed remotely.
- 1.5 This additional scope of services was not in the original contract.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision

Extension of services to Nov 30 was requested by the LDB Cascade Project Manager on Oct 19.

Contractor Change Order Proposal

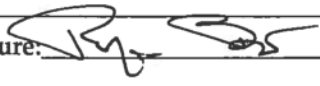

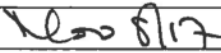
N/A

3. Details of Agreed Change (as applicable):

- | | |
|-----|--|
| 3.1 | <p>Description:</p> <p>The LDB support team needs to augment their resources with a Sierra Systems developer for the CASCADE project sustainment activities. This extends the current resource who is knowledgeable about the LDB R12 environments and LDBs internal IS processes.</p> <p>Tasks will be assigned and directed by the LDB Sustainment Lead.</p> <p>Resource assigned to perform the work:</p> <p>Andrew Trail – Developer - \$140.</p> |
| (1) | Service Levels: N/A |
| (2) | Technology/Systems/Operations of: NA |
| | (i) Contractor: |

	(ii) LDB:
	(iii) Other Stakeholders:
(3)	Service Location(s): remote
(4)	Privacy Obligations / Security: NA
(5)	Other (describe): NA
(6)	Description of Fees: In accordance with the Agreement, fees for change orders are charged on a time and materials basis for actual hours expended at an hourly rate of \$140 CAD. In the case of this CO travel expenses are not anticipated since all work will be done remotely. The total is \$22,400 for services which includes 10% contingency. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: November 1 st , 2017 through November 30 th , 2017

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: __Roger Bissoondatt__	Print Name: __Susie McLeod__
Print Title: __CFO and Project Sponsor__	Print Title: __VP Oracle Solutions__
Signature: 	Signature: 
Date: 	Date: 10/26/2017

CHANGE ORDER

1. Change Order ID: CO17

Change Order ID: CO17 – Additional Post Go-live Functional Support Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 LDB Cascade project has a requirement for additional Oracle EBS functional skills to augment the LDB CASCADE project sustainment activities.
- 1.2 Tasks will be assigned and directed by the LDB Project Manager to meet sustainment activities. Work will align with the standard work week in the Agreement which is Monday through Thursday and 40 hours per week.
- 1.3 The CO includes a budget for travel expenses for 3 weeks of on-site effort.
- 1.4 This additional scope of services was not in the original contract.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision	Extension of services to Nov 30 was requested by the LDB Cascade Project Manager on Oct 19.
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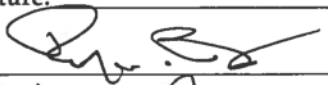

Contractor Change Order Proposal #	N/A
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3. Details of Agreed Change (as applicable):

- | | |
|-----|---|
| 3.1 | <p>Description:</p> <p>The LDB support team needs to augment their resources with a Sierra Systems SCM functional lead for the CASCADE project sustainment activities. This extends the current resource who is knowledgeable about the LDB R12 environments and LDBs internal IS processes.</p> <p>Tasks will be assigned and directed by the LDB Project Manager.</p> <p>Resource assigned to perform the work:</p> <p>Gary Piazza – \$160 plus expenses</p> <p>(1) Service Levels: N/A</p> <p>(2) Technology/Systems/Operations of: NA</p> <p>(i) Contractor:</p> |
|-----|---|

(ii)	LDB:
(iii)	Other Stakeholders:
(3)	Service Location(s): combination of onsite and remote
(4)	Privacy Obligations / Security: NA
(5)	Other (<i>describe</i>): NA
(6)	<p>Description of Fees: In accordance with the Agreement, fees for change orders are charged on a time and materials basis for actual hours expended at an hourly rate of \$160 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost.</p> <p>Estimated travel expense is \$11,250 (3 trips); Services budget is based on 200 hours x \$160 = \$32,000 for a Change Order total value not to exceed \$43,250 exclusive of taxes. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.</p>
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: November 1 st , 2017 through November 30 th , 2017

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions</u>
Signature: 	Signature: 
Date: <u>Nov 8/17</u>	Date: <u>10/26/2017</u>

CHANGE ORDER

1. Change Order ID: CO18

Change Order ID: CO18 – Additional Post Go-live Functional Support Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 LDB Cascade project has a requirement for additional Oracle EBS functional skills to augment the LDB CASCADE project sustainment activities.
- 1.2 Tasks will be assigned and directed by the LDB Project Manager to meet sustainment activities. Work will align with the standard work week in the Agreement which is Monday through Thursday and 40 hours per week.
- 1.3 The CO includes a budget for travel expenses for 2 weeks of on-site effort.
- 1.4 This additional scope of services was not in the original contract.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision

Extension of services to Dec 15 was requested by the LDB Cascade Project Manager on Nov 8.

Contractor Change Order Proposal


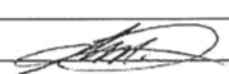
N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description:</p> <p>The LDB support team needs to augment their resources with a Sierra Systems functional resource for the CASCADE project sustainment activities specifically in the areas of EBTAX, Accounts Payables, and Accounts Receivables. This extends the current resource who is knowledgeable about the LDB R12 environments, business processes and internal IS processes.</p> <p>Tasks will be assigned and directed by the LDB Project Manager.</p> <p>Resource assigned to perform the work:</p> <p>Sherman Xiao – \$160 plus expenses</p>
(1)	Service Levels: N/A
(2)	Technology/Systems/Operations of: NA

(i)	Contractor:
(ii)	LDB:
(iii)	Other Stakeholders:
(3)	Service Location(s): combination of onsite and remote
(4)	Privacy Obligations / Security: NA
(5)	Other (describe): NA
(6)	<p>Description of Fees: In accordance with the Agreement, fees for change orders are charged on a time and materials basis for actual hours expended at an hourly rate of \$160 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost.</p> <p>Estimated travel expense is \$8,000 (2 trips); Services budget is based on 200 hours x \$160 + 20% contingency = \$38,400 for a Change Order total value not to exceed \$46,400 exclusive of taxes. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.</p>
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: November 11th, 2017 through December 15th, 2017

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions</u>
Signature: 	Signature: 
Date: <u>Nov 8, 2017</u>	Date: <u>November 8, 2017</u>

CHANGE ORDER

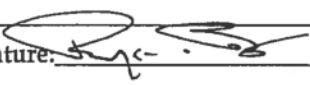
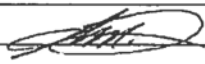
1. Change Order ID: CO18
Change Order ID: CO18 – Additional Post Go-live Functional Support Services
<i>Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").</i>
This change order applies to Ministry Contract No.: 2016-17-1000043487
Description: 1.1 LDB Cascade project has a requirement for additional Oracle EBS functional skills to augment the LDB CASCADE project sustainment activities. 1.2 Tasks will be assigned and directed by the LDB Project Manager to meet sustainment activities. Work will align with the standard work week in the Agreement which is Monday through Thursday and 40 hours per week. 1.3 The CO includes a budget for travel expenses for 2 weeks of on-site effort. 1.4 This additional scope of services was not in the original contract.
Continuing Effect of Agreement All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:	
LDB Key Decision	Extension of services to Dec 15 was requested by the LDB Cascade Project Manager on Nov 8.
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):	
3.1	Description: The LDB support team needs to augment their resources with a Sierra Systems functional resource for the CASCADE project sustainment activities specifically in the areas of EBTAX, Accounts Payables, and Accounts Receivables. This extends the current resource who is knowledgeable about the LDB R12 environments, business processes and internal IS processes. Tasks will be assigned and directed by the LDB Project Manager. Resource assigned to perform the work: Sherman Xiao – \$160 plus expenses
(1)	Service Levels: N/A
(2)	Technology/Systems/Operations of: NA

	(i) Contractor:
	(ii) LDB:
	(iii) Other Stakeholders:
(3)	Service Location(s): combination of onsite and remote
(4)	Privacy Obligations / Security: NA
(5)	Other (describe): NA
(6)	<p>Description of Fees: In accordance with the Agreement, fees for change orders are charged on a time and materials basis for actual hours expended at an hourly rate of \$160 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost.</p> <p>Estimated travel expense is \$8,000 (2 trips); Services budget is based on 200 hours x \$160 + 20% contingency = \$38,400 for a Change Order total value not to exceed \$46,400 exclusive of taxes. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.</p>
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: November 11th, 2017 through December 15th, 2017

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions</u>
Signature: 	Signature: 
Date: <u>Nov 8, 2017</u>	Date: <u>November 8, 2017</u>

CHANGE ORDER

1. Change Order ID: CO19

Change Order ID: CO19 – Oracle EBS Development Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 LDB IS has a need for Oracle EBS development skills to augment the LDB Business Systems Services team.
- 1.2 Tasks will be performed as assigned and directed by the LDB Business Systems Services Lead. Work will align with the standard work week in the Agreement which is Monday through Thursday.
- 1.3 Hours per week are up to a 32-hour maximum unless coordinated in advance.
- 1.4 The CO does not include a budget for travel expenses as all services will be performed remotely.
- 1.5 This additional scope of services was not in the original contract.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision	Extension of services to Feb 28 was requested by the LDB Cascade Project Manager on November 21.
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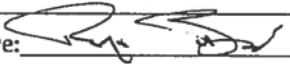

Contractor Change Order Proposal #	N/A
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3. Details of Agreed Change (as applicable):

- | | |
|-----|--|
| 3.1 | <p>Description:
The LDB IS Business Systems Services team needs to augment their resources with an experienced Sierra Systems EBS developer to perform sustainment activities. This extends the current resource who is knowledgeable about the LDB R12 environments and LDBs internal IS processes.</p> <p>Tasks will be assigned and directed by the LDB Business Systems Services Lead.</p> <p>Resource assigned to perform the work:
Andrew Trail – Developer - \$140.</p> |
| (1) | Service Levels: N/A |
| (2) | Technology/Systems/Operations of: NA |
| | (i) Contractor: |

	(ii) LDB:
	(iii) Other Stakeholders:
(3)	Service Location(s): remote
(4)	Privacy Obligations / Security: NA
(5)	Other (describe): NA
(6)	Description of Fees: In accordance with the Agreement, fees for change orders are charged on a time and materials basis for actual hours expended at an hourly rate of \$140 CAD. In the case of this CO travel expenses are not anticipated since all work will be done remotely. The total is \$64,400 for services which includes 10% contingency. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: December 1 st , 2017 through February 28 th , 2018

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: __Roger Bissoondatt__	Print Name: __Susie McLeod__
Print Title: __CFO and Project Sponsor__	Print Title: __VP Oracle Solutions Canada__
Signature: 	Signature: 
Date: __Nov 30, 17__	Date: __November 22, 2017__

CHANGE ORDER

1. Change Order ID: CO20

Change Order ID: CO20 – Oracle EBS Functional Support Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 LDB has a requirement for additional Oracle EBS functional skills to augment LDB Oracle EBS sustainment activities.
- 1.2 Tasks will be performed as assigned and directed by the LDB Finance Manager or IT Business Systems Services Manager. Work will align with the standard work week in the Agreement which is Monday through Thursday and 40 hours per week.
- 1.3 The CO includes a budget for travel expenses for 6 weeks of on-site effort.
- 1.4 This additional scope of services was not in the original contract.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision

Extension of services to January 31, 2018 was requested by the LDB Cascade Project Manager on November 21.

Contractor Change Order Proposal

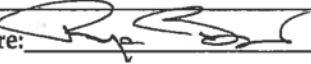

N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description:</p> <p>The LDB Finance and Business Systems Services teams need to augment their resources with an experienced Sierra Systems Oracle EBS functional lead for system sustainment activities. This extends the current resource who is knowledgeable about the LDB R12 environments and LDBs internal business and IS processes.</p> <p>Tasks will be assigned and directed by LDB.</p> <p>Resource assigned to perform the work:</p> <p>Juanita Ozuna – \$160 plus expenses</p> <p>(1) Service Levels: N/A</p> <p>(2) Technology/Systems/Operations of: NA</p>
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	(i) Contractor:
	(ii) LDB:
	(iii) Other Stakeholders:
(3)	Service Location(s): combination of onsite and remote
(4)	Privacy Obligations / Security: NA
(5)	Other (describe): NA
(6)	<p>Description of Fees: In accordance with the Agreement, fees for change orders are charged on a time and materials basis for actual hours expended at an hourly rate of \$160 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost.</p> <p>Estimated travel expense is \$22,600 (6 trips); Services budget is based on 390 hours x \$160 = \$62,400 for a Change Order total value not to exceed \$85,000 exclusive of taxes. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.</p>
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: December 1 st , 2017 through January 31 th , 2018

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions</u>
Signature: 	Signature: 
Date: <u>Nov 30, 2017</u>	Date: <u>Nov 30, 2017</u>

CHANGE ORDER

1. Change Order ID: CO21

Change Order ID: CO21 – Additional Post Go-live Functional Support Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 LDB Cascade project has a requirement for additional Oracle EBS functional skills to augment the LDB CASCADE project sustainment activities.
- 1.2 Tasks will be assigned and directed by the LDB Project Manager to meet sustainment activities. Work will align with the standard work week in the Agreement which is Monday through Thursday and 40 hours per week.
- 1.3 The CO includes a budget for travel expenses for 2 weeks of on-site effort.
- 1.4 This additional scope of services was not in the original contract.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

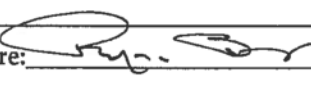
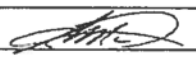
LDB Key Decision	Extension of services to Dec 22 was requested by the LDB Cascade Project Manager on Nov 16
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description:</p> <p>The LDB support team needs to augment their resources with a Sierra Systems SCM functional lead for the CASCADE project sustainment activities. This extends the current resource who is knowledgeable about the LDB R12 environments and LDBs internal IS processes.</p> <p>Tasks will be assigned and directed by the LDB Project Manager.</p> <p>Resource assigned to perform the work:</p> <p>Gary Piazza – \$160 plus expenses</p>
(1)	Service Levels: N/A
(2)	Technology/Systems/Operations of: NA
	(i) Contractor:

(ii)	LDB:
(iii)	Other Stakeholders:
(3)	Service Location(s): combination of onsite and remote
(4)	Privacy Obligations / Security: NA
(5)	Other (describe): NA
(6)	<p>Description of Fees: In accordance with the Agreement, fees for change orders are charged on a time and materials basis for actual hours expended at an hourly rate of \$160 CAD plus expenses. Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost.</p> <p>Estimated travel expense is \$7,500 (2 trips); Services budget is based on 150 hours x \$160 = \$24,000 for a Change Order total value not to exceed \$31,500 exclusive of taxes. The Contractor shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.</p>
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: December 1 st , 2017 through December 22 nd , 2017

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Susie McLeod</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>VP Oracle Solutions</u>
Signature: 	Signature: 
Date: <u>Nov 21, 17</u>	Date: <u>Nov 22, 2017</u>

CHANGE ORDER

1. Change Order ID: CO22, 23, 24

Change Order ID: CO22, 23 24 – Oracle EBS Functional Sustainment Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 This change order is an amendment to CO18, CO20, CO21, respectively to cover additional services and travel expenses for Oracle EBS system sustainment activities.
- 1.2 The original CO18, CO20, and CO21 remain in effect.
- 1.3 This CO22, CO23, CO24 is to cover additional services and travel expenses due to extension of services until February 28th, 2018.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

LDB Key Decision

The request was made by the LDB Cascade LDB Project Manager to change the duration of the existing COs for three resources to go through February 28th, 2018.

Contractor Change Order Proposal


N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description:</p> <p>The LDB support team needs to augment their resources with Sierra Systems Oracle EBS functional expertise for sustainment activities. This extends the current resources who are knowledgeable about the LDB R12 environments and LDBs internal IS processes.</p> <p>Tasks will be assigned and directed by the LDB Project Manager.</p> <p>Resources assigned to perform the work:</p> <p>Gary Piazza – \$160 plus expenses Juanita Ozuna – \$160 plus expenses Sherman Xiao – \$160 plus expenses</p>
(1)	Service Levels: N/A
(2)	Technology/Systems/Operations of: NA
	(i) Contractor:
	(ii) LDB:

(iii)	Other Stakeholders:
(3)	Service Location(s): remote with some onsite as requested by LDB
(4)	Privacy Obligations / Security: NA
(5)	Other (describe): NA
(6)	<p>Description of Fees: In accordance with the Agreement, Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost.</p> <p>For Gary Piazza, the existing CO21 covers services and travel through December 22, 2017. Incremental costs included on this CO22 include estimated travel of \$15,000 (4 trips and services budget based on 330 hours (includes 20% contingency) x \$160 = \$52,800 for a CO22 total incremental cost not to exceed \$67,800 exclusive of taxes.</p> <p>For Juanita Ozuna, the existing CO20 covers services and travel through January 31, 2018. Incremental costs included on this CO23 is estimated travel of \$3,750 (1 trips) and services budget based on 110 hours (includes 20% contingency) x \$160 = \$17,600 for a CO23 total increment cost not to exceed \$21,350 exclusive of taxes.</p> <p>For Sherman Xiao, the existing CO18 covers services and travel through December 15, 2017. Incremental costs included on this CO24 include estimated travel of \$24,000 (6 trips) and services budget based on 400 hours (includes 20% contingency) x \$160 = \$64,000 for a CO24 total increment cost not to exceed \$88,000 exclusive of taxes.</p> <p>The Contractor(s) shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.</p>
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: Through February 28 th , 2018

4. Implementation Plan / Proposed Steps:

Province Approval:	Contractor Approval:
Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Charlie Robinson</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>Regional VP</u>
Signature: _____	Signature:  _____
Date: _____	Date: <u>Dec 5, 2017</u>

CHANGE ORDER

1. Change Order ID: CO22, 23, 24

Change Order ID: CO22, 23 24 – Oracle EBS Functional Sustainment Services

Re: Services Agreement (the "Agreement") between Her Majesty the Queen in Right of the Province of British Columbia, as represented by CEO/General Manager of the Liquor Distribution Branch ("LDB") and Sierra Systems Group Inc (the "Contractor").

This change order applies to Ministry Contract No.: 2016-17-1000043487

Description:

- 1.1 This change order is an amendment to CO18, CO20, CO21, respectively to cover additional services and travel expenses for Oracle EBS system sustainment activities.
- 1.2 The original CO18, CO20, and CO21 remain in effect.
- 1.3 This CO22, CO23, CO24 is to cover additional services and travel expenses due to extension of services until February 28th, 2018.

Continuing Effect of Agreement

All other provisions of the Agreement shall remain in full force and effect, unamended, except as set forth above.

2. Associated Change Order Request Forms/Contractor Change Order Proposal:

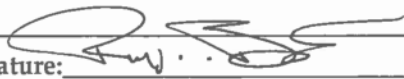

LDB Key Decision	The request was made by the LDB Cascade LDB Project Manager to change the duration of the existing COs for three resources to go through February 28 th , 2018.
Contractor Change Order Proposal #	N/A

3. Details of Agreed Change (as applicable):

3.1	<p>Description:</p> <p>The LDB support team needs to augment their resources with Sierra Systems Oracle EBS functional expertise for sustainment activities. This extends the current resources who are knowledgeable about the LDB R12 environments and LDBs internal IS processes.</p> <p>Tasks will be assigned and directed by the LDB Project Manager.</p> <p>Resources assigned to perform the work:</p> <p>Gary Piazza – \$160 plus expenses Juanita Ozuna – \$160 plus expenses Sherman Xiao – \$160 plus expenses</p>
(1)	Service Levels: N/A
(2)	Technology/Systems/Operations of: NA
	(i) Contractor:
	(ii) LDB:

	(iii) Other Stakeholders:
(3)	Service Location(s): remote with some onsite as requested by LDB
(4)	Privacy Obligations / Security: NA
(5)	Other (describe): NA
(6)	<p>Description of Fees: In accordance with the Agreement, Expenses will follow the BC Government travel policy for per diem and other expenses. Expenses are reimbursed at cost.</p> <p>For Gary Piazza, the existing CO21 covers services and travel through February 28, 2018. Incremental costs included on this CO22 include estimated travel of \$15,000 (4 trips and services budget based on 330 hours (includes 20% contingency) x \$160 = \$52,800 for a CO22 total incremental cost not to exceed \$67,800 exclusive of taxes.</p> <p>For Juanita Ozuna, the existing CO20 covers services and travel through February 28, 2018. Incremental costs included on this CO23 is estimated travel of \$3,750 (1 trips) and services budget based on 110 hours (includes 20% contingency) x \$160 = \$17,600 for a CO23 total increment cost not to exceed \$21,350 exclusive of taxes.</p> <p>For Sherman Xiao, the existing CO18 covers services and travel through February 28, 2018. Incremental costs included on this CO24 include estimated travel of \$24,000 (6 trips) and services budget based on 400 hours (includes 20% contingency) x \$160 = \$64,000 for a CO24 total increment cost not to exceed \$88,000 exclusive of taxes.</p> <p>The Contractor(s) shall have no obligation to provide any Services which will result in fees being payable in excess of the aggregate total set out in this Change Order unless the BC Liquor Distribution Branch authorizes in writing, through a contract amendment, an increase in the total aggregate amount payable hereunder.</p>
(7)	Operational Costs: N/A
(8)	Fees Payable to Contractor: Invoicing is monthly payable Net 30
(9)	Duration: Through February 28 th , 2018

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Print Name: <u>Roger Bissoondatt</u>	Print Name: <u>Charlie Robinson</u>
Print Title: <u>CFO and Project Sponsor</u>	Print Title: <u>Regional VP</u>
Signature: 	Signature: 
Date: <u>December 29, 2017</u>	Date: <u>Dec 5, 2017</u>