

McCann, Meghan PREM:EX

From: Khan, Perveen FIN:EX
Sent: Monday, June 8, 2015 2:13 PM
To: McCann, Meghan PREM:EX
Subject: FW: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation
Attachments: 1. Service Contract Checklist - Tewanee Consulting Group Inc. June 2-30 2015 \$20,000.00.doc.pdf; 3. Signed - General Service Agreement - Tewanee Consulting Group Inc - June 2-30 2015 \$20,000.00. pdf.pdf
Importance: High

From: Boudreau, Kim L FIN:EX
Sent: Monday, June 8, 2015 6:31 AM
To: Khan, Perveen FIN:EX
Cc: Klak, Steve M FIN:EX; Calara, Dennis FIN:EX; O'Neill, Darcy FIN:EX
Subject: FW: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation
Importance: High

June 8, 2015

Good Morning Perveen,

Dennis informed Darcy that it had been some time since he had created a contract number and having spoken to Dennis myself it was agreed that we wait until your return on Monday.

Therefore, it is back to you for action.

Please see original email below sent to you June 4th.

Thanks
Kimberley

From: Boudreau, Kim L FIN:EX
Sent: Thursday, June 4, 2015 1:45 PM
To: Calara, Dennis FIN:EX
Cc: Khan, Perveen FIN:EX; Klak, Steve M FIN:EX
Subject: FW: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation
Importance: High

June 4, 2015

Hi Dennis,

I understand that Perveen is out of the office until June 8th and that you may be able to provide assistance. Please see email below.

Thanks
Kimberley

From: Boudreau, Kim L FIN:EX
Sent: Thursday, June 4, 2015 1:29 PM
To: Khan, Perveen FIN:EX
Cc: Klak, Steve M FIN:EX
Subject: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation
Importance: High

June 4, 2015

Hi Perveen,

Subject: New Contract Number required for Tewanee Consulting Group Inc. – Premier's Office

Could you please create a new contract number for Tewanee Consulting Group Inc in CAS/Oracle/(iPro) and forward onto Steve Klak for approval. Once approved could you please ask accounts to Auto Create.

It would be much appreciated if you wouldn't mind placing the contract # on the pdf versions of the GSA Covering Page/Service Contract Checklist form by doing your magic in Adobe.

Could you please advise of contract # once completed. The Vendor number is #2095852-001.

Attachments:

- Signed Service Contract Checklist
- Signed Tewanee Consulting Group Inc. contract

Thank you
Kimberley

SERVICE CONTRACT CHECKLIST

Page 1

FORM USAGE AND ROUTING:

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

DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Tewanee Consulting Group Inc.

Req #: tbd

Contract #: TBD

Contract Type: ☒ New ☐ Multi-year ☐ Renewal ☐ Amendment

Brief Description of Services:
Provide strategic advice on First Nations Issues.

Term: June 2 2015 - June 30 2015

Rate (per hour or day): \$200.00 per hour

CONTRACT CODING: (if more lines needed attach separate sheet)

Complete for Capital Asset Contracts
(STOB 2000):

OFA STOBs:

2175-Heavy Equipment
2185-Operating Equipment
2216-Office Furniture & Equip.
2275-Mainframe HW & Servers
2281-M/F HW & Servers W/P
2295-PC Hardware
2315-Mainframe Software
2321-Mainframe Software W/P
2335-Major Systems Software
2355-PC Software
2395-Tenant Improvements

Amount	CL	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)
19,000.00	004	36A10	36200	8101	3600000			
1,000.00	004	36A10	36200	8102	3600000			

20,000.00 CONTRACT TOTAL

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

8101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).
8302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).
8308/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.

Open Process

- ☐ Request for Proposal (RFP) (100) RFP # _____
Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ Invitation to Quote (ITQ) (100) ITQ # _____
For priced based services only - you know exactly what you want done and are looking for the best price.
- ☐ Other Open Competitive Process (100)
Identify process used: _____
An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

Direct Process:

- ☐ Three Verbal or Written Bids (300)
Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors).
- ☐ Direct Invitation to Selected Vendors (300)
A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

Direct Award:

- ☐ Public Sector Organization (200)
The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ Sole Source (201)
The contract is negotiated and directly awarded without competitive process because the ministry can strictly prove that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ Sole Source - Notice of Intent (205)
The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but cannot strictly prove that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$60,000, is to be directly awarded on this basis. Note: It is recommended that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.
- ☐ Security, Order, etc. (203)
The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.
- ☐ Emergency (202)
The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☒ Confidentiality (204)
The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
- ☐ No Justification (206)
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 - 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.
- ☐ Direct Award - Under \$25,000 (207)
A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

Pre-qualification:

- ☐ Selected Vendor From Pre-qualification List (400)
A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☐ Purchase from a Corporate Supply Arrangement (500)
A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).
- ☐ Competition Among Vendors on a Pre-qualification List (401)
A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.
Check appropriate box to indicate which competitive process was used:
☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids
☐ Other (please identify): _____

SERVICE CONTRACT CHECKLIST

Page 2

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

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

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

	YES	NO	N/A
1. Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. As per the AIT/TILMA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Executive Financial Officer (EFO) pre-approval is required for all Labour and Citizens' Services service contracts over \$25,000 that are being directly awarded. Has a briefing note been signed by the EFO for inclusion in the contract file?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented for inclusion in the contract file? (CPPM 6.3.3.a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-05e.pdf .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If the General Services Agreement was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.d)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Does Schedule A clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Does Schedule A clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. If sub-contractors will be providing any of the services are they identified in Schedule C?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached Schedule D (Insurance) & Schedule F (Additional Terms)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. If Schedule D (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract http://www.fin.gov.bc.ca/p/rmb/forms/coi/cover.slm ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. If the contractor will be involved with "personal information" as defined in the FO/PPA, have you completed and attached Schedule E (Privacy Protection - http://www.msar.gov.bc.ca/privacyaccess/PPS/minpps.doc)? (CPPM 6.3.3.e.11)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Has the Information Package for Service Contractors been forwarded to the contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Appendix 1 must be attached to all service contracts including travel expenses. Have you attached Appendix 1?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONTRACT AMENDMENTS - Complete Part 6 for contract amendments only.

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

APPROVALS - Complete Part 6 for all contracts and amendments

P A R T 6	Contract Mgr. Name: Michelle Leamy		**ADM Name: Tara Richards - Finance		AP/PO Clerk
	<i>Michelle Leamy</i> June 3/15		<i>Tara Richards</i> June 3/15		
	Signature & Date		Signature & Date		Initials & Date
	** ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'.				

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> <u> To be determined </u>	<i>Financial Information</i>
<i>Requisition No.:</i> <u> To be determined </u>	<i>Client:</i> <u>004</u>
<i>Solicitation No.(if applicable):</i> <u>Direct Award</u>	<i>Responsibility Centre:</i> <u>36A10</u>
<i>Commodity Code:</i> <u>AB.AB.02</u>	<i>Service Line:</i> <u>36200</u>
<i>Contractor Information</i>	<i>STOB:</i> <u>6101/6102</u>
<i>Supplier Name:</i> <u>Tewanee Consulting Group Inc.</u>	<i>Project:</i> <u>3600000</u>
<i>Supplier No.:</i> <u>2095852-001</u>	<i>Template version:</i> <u>December 1, 2013</u>
<i>Telephone No.:</i> <u>604-630-1272</u>	
<i>E-mail Address:</i> <u>tcg@tewaneeconsulting.com</u>	
<i>Website:</i> <u></u>	

TABLE OF CONTENTS

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

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

SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 2 day of June, 2015.

BETWEEN:

Tewanee Consulting Group Inc. (the "Contractor") with the following specified address and fax number:
208 Mission Road
North Vancouver, British Columbia
V7M 1A7
FAX NUMBER - N/A
Telephone #604-630-1272

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Premier (the "Province") with the following specified address and fax number:
PO Box 9041 Stn Prov Gov't
Victoria, BC
V8W 9E1
250-356-7258

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).

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.

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect

to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

- ~~(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the Arbitration Act.~~

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the 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 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION


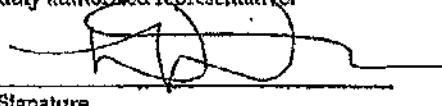
14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the 2 day of June, 2015 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> Signature(s)</p> <p><u>Tewanee Consulting Group Inc. - Joseph</u> <u>Tewanee Rongifira Ronganui</u> Print Name(s)</p> <p><u>Chief Executive Officer</u> Print Title(s)</p>	<p>SIGNED on the 2 day of June, 2015 on behalf of the Province by its duly authorized representative:</p> <p> Signature</p> <p><u>Dan Doyle, Premier's Office</u> Print Name</p> <p><u>Chief of Staff</u> Print Title</p>
--	---

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on June 2, 2015 and ends on June 30 2015.
2. The Province reserves the right to extend the term of this agreement for an additional period not greater than 3 months at the sole discretion of the Ministry and subject to available appropriation.

PART 2. SERVICES:

The Contractor will be providing strategic advice, compensated on an hourly basis, to the Chief of Staff at the Premier's Office on First Nations issues.

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

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

Reporting requirements

PART 3. RELATED DOCUMENTATION:

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

Appendix 1 – Engagement Letter

NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

NOT APPLICABLE

Appendix 3 – Proposal excerpt

NOT APPLICABLE

Appendix 4 – Group 2 Rates – Expenses for contractors

ATTACHED

Appendix 5 – Service Contractor Travel Expense Claim

ATTACHED

Appendix 6 – Sample Invoice

ATTACHED

Appendix 7 – Ministry Invoice Payment Policy

ATTACHED

Appendix 8 – Lobbying Notice to Contractors

ATTACHED

PART 4. KEY PERSONNEL:

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

(a) Joseph, Tewanee Rongira Ronganui

Appendix 1 - Engagement Letter - Not Applicable

Appendix 1 - Engagement Letter - Not Applicable

Appendix 3 - Proposal excerpt - Not Applicable

Appendix 4 - Group 2 Rates - Expenses for Contractors

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

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

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2013 the private mileage allowance is \$.52 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

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

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html#suppliers. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required.

PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

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

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

6. Airfare:

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

7. Miscellaneous Travel Expenses:

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

8. Out-of-Province Travel:

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

Other Expenses

1. **Business Expenses** (e.g., all costs associated with meetings, including business and guest meals):
Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

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

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

FORM USAGE

[illegible]

Embedded GST should not be claimed by service contractors. Please ensure GST is deducted from travel receipts.

Service Contractor's Signature

If company letterhead is NOT used, the invoice must be signed by the contractor.

Payee Name and Mailing Address: The name and the address of the contractor must match the full legal name and address shown on the contract. There is a legal requirement to make cheques payable to the name shown on the contract.

ABC Consulting Ltd

INVOICE

123 Anywhere St
Anytown, BC V6H 3H1

Billing Address: This is usually the government mailing address on the contract. Make sure the billing address includes the branch name, the Ministry name and the correct mailing address. Mark the invoice to the attention of the Ministry contact.

To: Ministry of Finance and Corporate Relations
Financial Services Branch
PO Box 9418 STN PROV GOVT
Victoria, BC V8V 1X4
Attn: John Smith

Invoice Date: April 16, 1999
Invoice #: 9912345
Contract #: C00EFD1234
Vendor Number: 987654

Must be included on ALL invoices.

Include vendor number if known.

Description of the services provided.

Period the invoice covers.

Services performed from April 1, 1999 to April 15, 1999:

- Preparation of a draft "Policy and Procedures" document pursuant to the above noted contract.

The date(s) service was performed.

Jane Smith: April 1, 6, 7, 8, 9, 12, 13, 14, 15

9 days @ \$550.00 = \$3,850.00

Mary Jones: April 1, 6, 7, 8, 9, 14, 15

7 days @ \$600.00 = \$4,200.00

Breakdown of fees being charged.

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

If work is performed by more than one individual, the invoice must identify the name of the person working the hours.

Total Fee \$8,050.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

\$4,200.00

Travel expenses from April 6 to 7 for Jane Smith as per attached claim form

\$140.00

Total Expenses \$140.00

GRAND TOTAL \$8,190.00

The total amount to be paid on invoice.

Contractors are encouraged to use the "Travel Expense Claim For Service Contractors" form and use it as backup to their invoice. If this form is not used, similar information is required.

Please note that GST is included on expense claim because ABC Consulting Ltd is not eligible to claim GST reimbursement from Revenue Canada.

Please remit payment to the address above.

GST: If the invoice includes GST (i.e. GST is included on receipts for expenses if the invoice must have this statement.

To Note: Contractors registered with the Canada Revenue Agency (CRA) for GST purposes are entitled to claim input tax credits for the GST paid on their travel expenses and need to deduct this before they invoice ministries. E.g. Ferry Receipt: \$224.00 Less GST charged: \$10.00 (Vendor must claim ITC from CRA) = \$214.00.

Contractors that are Small Suppliers for CRA purposes (with total annual revenues from taxable supplies not exceeding \$30,000) are not required to, but can voluntarily register with the CRA for GST purposes to claim input tax credits.

INVOICE PAYMENT POLICY FOR SERVICE CONTRACT INVOICES

The Ministry of Finance pays service contract invoices as follows:

- These time frames apply to **correctly submitted** invoices only. Refer to "Invoice Instructions for Contractors" for a listing of invoice requirements.
- It is our expectation that your monthly invoice will be **processed by the program area in 5 working days**. It will then be forwarded to the central Accounts Office for payment processing. Contractors should expect to receive a cheque in the mail approximately 30 days from the date the invoice is received in the Accounts Office.
- Payments are processed by the central Accounts Office on a "first in, first out" basis. Requests for special treatment cannot be accommodated.
- Cheques will be mailed directly to the contractor at the address shown on the invoice. Note that this address must match the address on the contract.

Billing Frequency

Contractors must submit invoices no more than once a month.

Interest

Interest is automatically paid effective 61 days after the date the invoice or services are received (whichever is later) at the government mailing address shown on the contract. Interest under \$5.00 will not be paid. Interest is paid at provincial government rates.

Direct Deposit of Cheques

Service contractors may complete an application form for "EFT" (Electronic Funds Transfer) so that cheques are automatically deposited to their bank account. However, the EFT process may add up to 3 working days to the time frames shown above. This extra time is required by financial institutions to ensure EFT payments are processed.

Prepared by Financial Services and Administration,
Ministry of Ministry of Finance
November 6, 2003



NOTICE TO CONTRACTORS

As a contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the province, and you also fall within the parameters of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary.

May 30, 2008

Schedule B -- Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$20,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Fees: The "Maximum Amount" of Fees payable \$19,000.00

Hourly Rate - at a rate of \$200.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: The "Maximum Amount" of Expenses payable \$1,000.00

Expenses

Travel expenses for travel greater than 32 kilometers away from Vancouver on the same basis as the Province pays its Group II employees when they are on travel status; and

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

4. STATEMENTS OF ACCOUNT:

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

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

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D -- Insurance

1. The Contractor must obtain, maintain and pay for insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover its risks at the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Not applicable

McCann, Meghan PREM:EX

From: Khan, Perveen FIN:EX
Sent: Monday, June 8, 2015 2:48 PM
To: Boudreau, Kim L FIN:EX
Cc: O'Neill, Darcy FIN:EX; McCann, Meghan PREM:EX
Subject: RE: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation

Hi

Contract has been entered into iprocurement and is awaiting for Steve's approval. Once the contract has been approved I will auto create it.

Contract number C16PREM1282

thanks

Requisition	Description	Total (CAD)	Status
<u>1282</u>	<u>Fees - Provide Strategic Advice on First Nations Issues</u>	20,000.00	<u>In Process</u>

From: Boudreau, Kim L FIN:EX
Sent: Monday, June 8, 2015 6:31 AM
To: Khan, Perveen FIN:EX
Cc: Klak, Steve M FIN:EX; Calara, Dennis FIN:EX; O'Neill, Darcy FIN:EX
Subject: FW: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation
Importance: High

June 8, 2015

Good Morning Perveen,

Dennis informed Darcy that it had been some time since he had created a contract number and having spoken to Dennis myself it was agreed that we wait until your return on Monday.

Therefore, it is back to you for action.

Please see original email below sent to you June 4th.

Thanks
Kimberley

From: Boudreau, Kim L FIN:EX
Sent: Thursday, June 4, 2015 1:45 PM
To: Calara, Dennis FIN:EX
Cc: Khan, Perveen FIN:EX; Klak, Steve M FIN:EX
Subject: FW: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto

Creation

Importance: High

June 4, 2015

Hi Dennis,

I understand that Perveen is out of the office until June 8th and that you may be able to provide assistance. Please see email below.

Thanks

Kimberley

From: Boudreau, Kim L FIN:EX

Sent: Thursday, June 4, 2015 1:29 PM

To: Khan, Perveen FIN:EX

Cc: Klak, Steve M FIN:EX

Subject: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation

Importance: High

June 4, 2015

Hi Perveen,

Subject: New Contract Number required for Tewanee Consulting Group Inc. – Premier's Office

Could you please create a new contract number for Tewanee Consulting Group Inc in CAS/Oracle/(iPro) and forward onto Steve Kiak for approval. Once approved could you please ask accounts to Auto Create.

It would be much appreciated if you wouldn't mind placing the contract # on the pdf versions of the GSA Covering Page/Service Contract Checklist form by doing your magic in Adobe.

Could you please advise of contract # once completed. The Vendor number is #2095852-001.

Attachments:

- Signed Service Contract Checklist
- Signed Tewanee Consulting Group Inc. contract

Thank you

Kimberley

McCann, Meghan PREM:EX

From: Khan, Perveen FIN:EX
Sent: Tuesday, June 9, 2015 10:58 AM
To: McCann, Meghan PREM:EX
Cc: O'Neill, Darcy FIN:EX; Boudreau, Kim L FIN:EX
Subject: RE: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation

Good Morning Meghan

Contract has been approved and auto created. Once you receive the invoice I can help you on how to fill out the invoice coding sheet and how to receive on the contract

Operating Unit	Finance Supported Ertit	Created	09-JUN-2015 10:50:45
PO, Rev	C16PREM1282	Type	Standard Purchase Order
Supplier	TEWANEE CONSULTING GRO	Site	001
Ship-To	FS	Bill-To	FS
Buyer	KHAN, PERVEEN	Status	Approved, Reserved
Description	Provide Strategic Advice on First Nations Issues		

Lines	Price Reference	Reference Documents	More	Agreement
-------	-----------------	---------------------	------	-----------

Num	Type	Item	Rev	Category	Description	UOM	Quantity
1	Receipt - Amc			AB.AB02	Fees - Provide Strateg	\$\$	19000
2	Receipt - Amc			AB.AB02	Expenses - Provide St	\$\$	1000

Item	Fees - Provide Strategic Advice on First Nations Issues
------	---

Thanks

From: Khan, Perveen FIN:EX
Sent: Monday, June 8, 2015 2:48 PM
To: Boudreau, Kim L FIN:EX
Cc: O'Neill, Darcy FIN:EX; McCann, Meghan PREM:EX
Subject: RE: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation

Hi

Contract has been entered into iprocurement and is awaiting for Steve's approval. Once the contract has been approved I will auto create it.

Contract number C16PREM1282

thanks

Requisition	Description	Total (CAD)	Status
<u>1282</u>	<u>Fees - Provide Strategic Advice on First Nations Issues</u>	20,000.00	<u>In Process</u>

From: Boudreau, Kim L FIN:EX
Sent: Monday, June 8, 2015 6:31 AM
To: Khan, Perveen FIN:EX
Cc: Klak, Steve M FIN:EX; Calara, Dennis FIN:EX; O'Neill, Darcy FIN:EX
Subject: FW: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation
Importance: High

June 8, 2015

Good Morning Perveen,

Dennis informed Darcy that it had been some time since he had created a contract number and having spoken to Dennis myself it was agreed that we wait until your return on Monday.

Therefore, it is back to you for action.

Please see original email below sent to you June 4th.

Thanks
Kimberley

From: Boudreau, Kim L FIN:EX
Sent: Thursday, June 4, 2015 1:45 PM
To: Calara, Dennis FIN:EX
Cc: Khan, Perveen FIN:EX; Klak, Steve M FIN:EX
Subject: FW: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation
Importance: High

June 4, 2015

Hi Dennis,

~~I understand that Perveen is out of the office until June 8th and that you may be able to provide assistance. Please see email below.~~

Thanks
Kimberley

From: Boudreau, Kim L FIN:EX
Sent: Thursday, June 4, 2015 1:29 PM
To: Khan, Perveen FIN:EX
Cc: Klak, Steve M FIN:EX
Subject: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation
Importance: High

June 4, 2015

Hi Perveen,

Subject: New Contract Number required for Tewanee Consulting Group Inc. – Premier's Office

Could you please create a new contract number for Tewanee Consulting Group Inc in CAS/Oracle/(iPro) and forward onto Steve Klak for approval. Once approved could you please ask accounts to Auto Create.

It would be much appreciated if you wouldn't mind placing the contract # on the pdf versions of the GSA Covering Page/Service Contract Checklist form by doing your magic in Adobe.

Could you please advise of contract # once completed. The Vendor number is #2095852-001.

Attachments:

- Signed Service Contract Checklist
- Signed Tewanee Consulting Group Inc. contract

Thank you
Kimberley

McCann, Meghan PREM:EX

From: Leamy, Michelle T PREM:EX
Sent: Friday, July 24, 2015 8:15 AM
To: McCann, Meghan PREM:EX
Subject: FW: Action Required - Update Supplier Number on your copy of GSA C16PREM1282 - 1st pg "For Administrative Purposes Only"
Attachments: BC Legal Entity - Tewanee Consulting Group Inc.pdf

Can you please update. Thx. m

From: Boudreau, Kim L FIN:EX
Sent: Friday, July 24, 2015 7:05 AM
To: Leamy, Michelle T PREM:EX
Subject: Action Required - Update Supplier Number on your copy of GSA C16PREM1282 - 1st pg "For Administrative Purposes Only"

July 24, 2015

Good Morning Michelle,

Subject: Update Supplier Number on your copy only of the GSA – C16PREM1282 for Tewanee Consulting Group Inc

The Provincial Government currently uses a Corporate Accounting System (CAS) to pay suppliers who are companies, individuals, employees etc.. that receive payments from the BC Government for goods rec'd, grants paid and/or services rendered.

In CAS the supplier Number 2095852-001 company name indicated was Tewanee Consulting Group and should reflect the Legal Entity Name of Tewanee Consulting Group Inc.

Unfortunately, changing or modifying the existing supplier name must be treated as a new supplier (company) number.

As a result we have created a new supplier number of 2598577-001 to reflect the Legal Entity Name of Tewanee Consulting Group Inc.

Therefore, could you please update your copy of the General Services Agreement – 1st page "For Administrative Purposes Only" to replace Supplier Number 20958520-001 with 2598577-001.

To Note: We have updated our copy here.

Sorry for any inconvenience this may have caused.

Thanks
Kimberley

Attachment:
- Legal Entity Name

Kim L Boudreau
Procurement Contract Management Specialist
Ministry of Finance

Corporate Services
Financial Planning and Reporting
3rd Floor – 617 Government Street
Victoria BC V8W 9V1
New 250 387-5071
e-mail address: Kim.L.Boudreau@gov.bc.ca

Page 44

Withheld pursuant to/removed as

s.3

Leamy, Michelle T PREM:EX

Subject: FW: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation

From: Boudreau, Kim L FIN:EX

Sent: Wednesday, June 10, 2015 11:47 AM

To: Leamy, Michelle T PREM:EX

Cc: O'Neill, Darcy FIN:EX

Subject: FW: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation

June 10, 2015

Hi Michelle,

Subject: New Contract Number required for Tewanee Consulting Group Inc. – Premier's Office

This is further to our conversation of June 4th regarding a Contract Number for Tewanee Consulting Group Inc. The contract number is **C16PREM1282**.

Kimberley

From: Khan, Perveen FIN:EX

Sent: Tuesday, June 9, 2015 10:58 AM

To: McCann, Meghan PREM:EX

Cc: O'Neill, Darcy FIN:EX; Boudreau, Kim L FIN:EX

Subject: RE: Action Required - New Contract Number required for Tewanee Consulting Group Inc. / Approval /Auto Creation

Good Morning Meghan

Contract has been approved and auto created. Once you receive the invoice I can help you on how to fill out the invoice coding sheet and how to receive on the contract

Lines	Price Reference	Reference Documents	More	Close View
-------	-----------------	---------------------	------	------------

Item	Fees - Provide Strategic Advice on First Nations Issues
1. Initial meeting with client to discuss project scope and objectives	
2. Research and analysis of relevant First Nations issues	
3. Development of strategic advice and recommendations	
4. Presentation of findings and recommendations to client	
5. Follow-up consultation and support	
6. Final report and documentation	
7. Ongoing monitoring and evaluation	
8. Additional services as requested	
9. Travel and accommodation expenses	
10. Other miscellaneous costs	
Total	

ley

DIRECT AWARD JUSTIFICATION AND PRE-APPROVAL REQUEST

CLIFF #: 5

FORM USAGE AND ROUTING:

This form must be completed by the contract manager to clearly document the justification for direct awarding a service contract and ensures compliance with government contract policy. Unless the contract is an emergency, this form must be completed and pre-approved prior to any discussions with or commitment to the vendor. Pre-approval is required by the expense authority, program assistant deputy minister and if \$25,000 or greater, the ministry executive financial officer. The original completed and signed form must be retained in the program contract file. Send completed form(s) to FSAHELP for routing and approval processing

P A R T 1	CONTRACT INFORMATION			
	Ministry: Office of the Premier		Program: Executive Branch	
	Contract Manager Name and Phone #: Michelle Leamy (250 - 387-5894)			
	Legal Contractor Name: Tewanee Consulting Group Inc.			
	Contract Value: 20,000.00	Term: June 2 2015 - June 30 2015	STOB: 6101/6102	Contract Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multi-year <input type="checkbox"/> Renewal
Commonly Used Contract STOBs: 6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt) 6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation. 6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees 6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting). 6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals). 6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.				

P A R T 2	RATIONALE FOR ALL DIRECT AWARD CONTRACTS	
	<ol style="list-style-type: none"> Describe the services required and provide an explanation of why you need to acquire these services. Strategic advice on First Nations issues. What is the financial or other impact if this direct award is not approved and a competitive process is required? A competitive process would delay and hamper critical decisions that need to be made. Under which Core Policy and Procedures Manual exception is this direct award request being made (see section 6.3.3)? <input type="checkbox"/> Public Sector Organization <input type="checkbox"/> Emergency <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Confidentiality <input type="checkbox"/> Sole Source - Notice of Intent <input type="checkbox"/> No Exceptions Apply - \$25,000 or Greater <input type="checkbox"/> Security, Order, etc. <input type="checkbox"/> No Exceptions Apply - Less than \$25,000 Explain the reasons why this contract meets the criteria of the above selection (i.e., how would a competitive process compromise government confidentiality, cause economic disaster or be contrary to the public interest)? A competitive process would delay and restrict critical decisions that need to be made. Has your program used these services in the past? If yes, who was the vendor and was the opportunity competitively bid or direct awarded? Provide the most recent date and contract value. Services not provided in the past. Will this purchase obligate government to this vendor for future purchases (e.g., maintenance, licensing or continuing need)? If yes, provide details. No, there will be no future obligation with the contractor. Were alternative vendors evaluated? If yes, who were they and why were they unacceptable? If no, why were alternatives not evaluated? No alternative vendors were considered. The Vendor has in depth knowledge of the subject matter and is considered to be an expert. 	

P A R T 3	ADDITIONAL RATIONALE FOR SOLE SOURCE CONTRACTS ONLY	
	<ol style="list-style-type: none"> Why is the requested vendor the only one that can meet your requirements? Provide specific, quantifiable factors and/or qualifications and explain why they are necessary. What other suppliers did you consider before arriving at the conclusion that the sole source direct award criteria was met and the requested vendor was the only one that met your needs? 	

P A R T 4	PRE-APPROVALS		
	Exp. Auth Name: Michelle Leamy	ADM Name: Tara Richards - Finance	**EFO Name:
	<i>Michelle Leamy</i> June 3/15	<i>Tara Richards</i> June 3/15	
	Signature & Date	Signature & Date	Signature & Date
**EFO sign-off is only required if the contract is \$25,000 or greater.			

SERVICE CONTRACT CHECKLIST

Page 1

FORM USAGE AND ROUTING:

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

DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Tewanee Consulting Group Inc.

Req #: tbd

Contract #: TBD

Contract Type: ☒ New ☐ Multi-year ☐ Renewal ☐ Amendment

Brief Description of Services:

Provide strategic advice on First Nations Issues.

Term: June 2 2015 - June 30 2015

Rate (per hour or day): \$200.00 per hour

CONTRACT CODING: (if more lines needed attach separate sheet)

Complete for Capital Asset Contracts (STOB 2000):

OFA STOBs:

2175-Heavy Equipment
2195-Operating Equipment
2215-Office Furniture & Equip.
2275-Mainframe HW & Servers
2281-M/F HW & Servers WIP
2295-PC Hardware
2315-Mainframe Software
2321-Mainframe Software WIP
2335-Major Systems Software
2355-PC Software
2395-Tenant Improvements

Amount	Cl.	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)
19,000.00	004	36A10	36200	6101	3600000			
1,000.00	004	36A10	36200	6102	3600000			
20,000.00	CONTRACT TOTAL							

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt).
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).
6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).
6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.

Open Process

- ☐ Request for Proposal (RFP) (100) RFP # _____
Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ Invitation to Quote (ITQ) (100) ITQ # _____
For priced based services only - you know exactly what you want done and are looking for the best price.
- ☐ Other Open Competitive Process (100)
Identify process used: _____
An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

Direct Process:

- ☐ Three Verbal or Written Bids (300)
Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors).
- ☐ Direct Invitation to Selected Vendors (300)
A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

Direct Award:

- ☐ Public Sector Organization (200)
The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ Sole Source (201)
The contract is negotiated and directly awarded without competitive process because the ministry can strictly prove that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ Sole Source - Notice of Intent (205)
The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but cannot strictly prove that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. Note: It is recommended that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.
- ☐ Security, Order, etc. (203)
The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.

- ☐ Emergency (202)
The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☒ Confidentiality (204)
The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
- ☐ No Justification (206)
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 - 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.
- ☐ Direct Award - Under \$25,000 (207)
A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

Pre-qualification:

- ☐ Selected Vendor From Pre-qualification List (400)
A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☐ Purchase from a Corporate Supply Arrangement (500)
A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).

- ☐ Competition Among Vendors on a Pre-qualification List (401)
A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.
Check appropriate box to indicate which competitive process was used:
- ☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids
☐ Other (please identify): _____

SERVICE CONTRACT CHECKLIST

Page 2

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

POLICY COMPLIANCE - NEW CONTRACTS - Complete for new contracts only. Do not complete for renewals/amendments.		YES	NO	N/A
PART 4	1. Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. As per the AIT/TILMA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Executive Financial Officer (EFO) pre-approval is required for all Labour and Citizens' Services contracts over \$25,000 that are being directly awarded. Has a briefing note been signed by the EFO for inclusion in the contract file?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	4. If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented for inclusion in the contract file? (CPPM 6.3.3.a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5. If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7. If the General Services Agreement was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.d)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	8. Does Schedule A clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	9. Does Schedule A clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	10. If sub-contractors will be providing any of the services are they identified in Schedule C?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	11. If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached Schedule D (Insurance) & Schedule F (Additional Terms)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	12. If Schedule D (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract http://www.fin.gov.bc.ca/pt/rmb/forms/coi/cover.stm ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	13. If the contractor will be involved with "personal information" as defined in the FOIPPA, have you completed and attached Schedule E (Privacy Protection - http://www.mser.gov.bc.ca/privacyaccess/PPS/minpps.doc)? (CPPM 6.3.3.e.11)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	14. Has the Information Package for Service Contractors been forwarded to the contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	15. Appendix 1 must be attached to all service contracts including travel expenses. Have you attached Appendix 1?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

APPROVALS - Complete Part 6 for all contracts and amendments		
Contract Mgr. Name: Michelle Leamy	**ADM Name: Tara Richards - Finance	AP/PO Clerk
<i>Michelle Leamy</i> June 3/15	<i>Tara Richards</i> June 3/15	
Signature & Date	Signature & Date	Initials & Date
** ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'.		

Page 50

Withheld pursuant to/removed as

s.3

Assessment Department Location**Mailing Address**

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Ministry of Finance - Kimberley Boudreau
3rd Floor - 617 Government Street
VICTORIA, BC V8W 9V1

June 02, 2015

Person/Business : TEWANEE CONSULTING GROUP INC
TCG
856396 AA(009)

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to July 01, 2015.

This firm has had continuous coverage with us since September 06, 2010.

Employer Service Centre
Assessment Department

Clearance Reference # : C128379543
CLRAAA

For more information about Section 51 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.