



APPENDIX A CORPORATE SUPPLY ARRANGEMENT # 000403

**FOR BICYCLE RACKS**

**THIS CORPORATE SUPPLY ARRANGEMENT** is made the 7th day of November 2007

**[Dobra Design (the "Offeror")**  
**5139 Somerville Street**  
**Vancouver, BC V5W 3H3**  
**Telephone # 604 733-9486 Toll Free: 1-888-642-3722 Facsimile # 604 733-2453**  
**Email address: info@dobradesign.com**

Contact **Scott Hicks** (the "Offeror's Representative")

**HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE GOODS AND RELATED SERVICES DESCRIBED IN SCHEDULE "A", TO HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AND SUCH OTHER ENTITIES AND ON THE TERMS AND CONDITIONS, DESCRIBED BELOW.**

**THE OFFER IS AS FOLLOWS:**

**DEFINITIONS**

1. In this Corporate Supply Arrangement:
  - a) "Administrative Requirements" means those requirements set out in Schedule "C";
  - b) "Corporate Supply Arrangement or "CSA" means this offer to supply the Goods and services at the prices set out in Schedule "A";
  - c) "Draw Down" means accessing this CSA and sending a Draw Down Form to the Offeror;
  - d) "Draw Down Form" means any written form of an Entity that lists the Goods and Services set out in the CSA and is sent to the Offeror;
  - e) "Entity" means a Public Entity or the Province;
  - f) "Equipment" means Bicycle Racks and related goods;
  - g) "Goods" means the Equipment described in Schedule "A";
  - h) "Offeror's Representative" means the contact(s) as set forth above, who is the representative assigned by the Offeror to oversee the CSA;
  - i) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
  - j) "Public Entity" means a legal entity separate from the Province which is (i) a "government body", including any "government corporation", as defined in the Financial Administration Act, (ii) a "public body" as defined in the Freedom of Information and Protection of Privacy Act, or (iii) any other public body in British Columbia provided any such entity has been authorized by the province to access the Goods and Services described in this CSA pursuant to a request under section 16.05 and appears on the Province's list of such Public Entities posted at: <http://www.pc.gov.bc.ca/mso/IDIR%20Access/ApprovedCSAusers.xls> ;
  - k) "Province's Representative " means Dianne Collier, or such other individual designated from time to time by the Province to oversee this CSA on behalf of the Province;

- l) "Request for Corporate Supply Arrangement" means the request for corporate supply arrangement 000403 issued by the Province.
- m) "Pricing" means the discounts off current retail list price as set out in Schedule "B" payable for the Goods;
- n) "Purchasing Services" means the branch within the Common Business Services division of the Ministry of Labour and Citizens' Services;
- o) "Respondent" means a company that submits, or intends to submit, a response to this RCSA: ON-001278.

## **EXPIRY**

- 2. This CSA will expire on October 31, 2010 [three years from initiation], unless withdrawn in accordance with paragraph 8, or made available for up to two further one year terms, at the sole discretion of the Province.

## **THE CORPORATE SUPPLY ARRANGEMENT**

- 3. The Offeror understands and agrees that:
  - a) a Draw Down Form will form an agreement between the Entity and the Offeror for the purchase and supply of those Goods and services which have been Drawn Down, provided always that such Draw Down is made in accordance with the provisions of this CSA, including Schedule "C".;
  - b) the issue and distribution of this CSA does not oblige the Province to authorize or order all or any of the Goods described in this CSA;
  - c) the Offeror will not apply restrictions regarding the Entities wishing to use the CSA;
  - d) the terms and conditions as applicable, set out in a Draw Down Form will apply to each Draw Down;
  - e) neither Public Entities utilizing this CSA nor the Offeror will be required to agree to any other terms or conditions for a Draw Down other than those set out in this CSA and the Draw Down Form;
  - f) All references to dollars, currency, and money shall mean Canadian dollars (\$CAD);
  - g) an Entity will pay to the Offeror the Prices and any applicable sales taxes for the Goods that have been specified on the Draw Down;
  - h) an Entity reserves the right to procure the specified Goods by any other means it deems necessary including the use of other agreements, or by other procurement and contracting methods;
  - i) the Province's liability shall be limited to that which arises from an Agreement made prior to the expiry date described in paragraph 2;
  - j) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Draw Downs. The Province shall promptly notify the Offeror of such action;
  - k) no change to this CSA will be valid unless it is by way of an addendum signed by both the Offeror and the Province;
  - l) at the request of the Province's Representative, the Offeror will provide product descriptions, pricing grids if requested, and other relevant information in hard copy or in mutually agreeable electronic media and format;
  - m) the Offeror's Representative, and a designated back-up individual, will be available during the Province's normal business hours, and will have the authority to represent the Offeror with respect to all issues arising under this CSA;
  - n) the Administrative Requirements apply to, and must be complied with by the Offeror for all Goods described in this CSA;

- o) where the purchaser is an Entity that is exempt from the application of GST, the Offeror agrees that the Goods and/or services purchased pursuant to this offer are for the sole use of, and are being purchased by that Entity, with Crown funds, and are not subject to the Goods and Services tax; and
- p) Notwithstanding section 3 (o) of this Offer, the Offeror acknowledges that the application of GST may apply differently to some public organizations accessing this Offer and the Offeror should inquire at the time of order the application of GST;
- q) the Offeror will provide the Province's Representative with 60 days written notice of any changes to the list of Goods or services included in Schedule "A" ;

#### **DRAW DOWN MECHANISM**

- 4. The Goods may be ordered by issuance of a Draw Down.
- 5. The Offeror will treat as valid any Draw Down that is on a completed order form and includes the following:
  - (a) this CSA Reference Number;
  - (b) the Entity's purchase order number; and
  - (c) the Goods and related services set out in Schedule "A" that are being ordered and applicable fees.
- 6. If the Province provides a Draw Down Form prior to the expiry of this CSA and receives the Goods, then the Province will pay to the Offeror amounts payable as described in Schedule "A" to this CSA. Draw Downs against a CSA paid for with the Province's acquisition card will be accorded the same prices and terms and conditions as any other draw-down.
- 7. If there is any conflict or inconsistency among any of the provisions of the following documents:
  - (a) this CSA; and
  - (b) a Draw Down,then the order of precedence will be (a) and then (b).

#### **NOTIFICATION OF WITHDRAWAL**

- 8. In the event that the Offeror wishes to withdraw this CSA, the Offeror will provide no less than thirty (30) days' prior written notice to the Representative (Province), and such withdrawal of this CSA will not be effective until receipt of such notification by the Representative (Province) and the expiry of such notice period.
- 9. The Offeror agrees to fulfil any Draw Downs, which may be made before the expiry of such notice period.

#### **REPRESENTATIONS**

- 10. The Offeror represents and warrants to the Province that:
  - (a) it is a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and is fully legally authorized, licensed and permitted to provide the Programs and the Services; Dobra Design is a Sole Proprietorship with the above attributes.
  - (b) it has the power and capacity to enter into the Agreement and to comply with each and every term and condition in the Agreement;
  - (c) all necessary proceedings have been taken to authorize the execution and delivery of the Agreement by the Offeror;

- (d) all statements, representations or information, whether oral or written, made, furnished or given by the Offeror, its directors, officers or anyone acting on behalf of the Offeror, to the Province in connection with this CSA and the Agreement are materially correct and accurate;
- (e) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its condition or its ability to fulfil its obligations under this CSA or the Agreement;
- (f) it is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfil its obligations under this CSA;
- (g) it has filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, has complied with all workers compensation legislation and other similar legislation to which it is subject, and has paid all taxes, fees, and assessments due as of the date of this CSA;
- (h) it is not in breach of any law, statute, regulation, or by-law applicable to its operations;
- (i) it holds all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct its business; and
- (j) it has, and will provide and maintain throughout the term of this CSA, sufficient staff, servants, employees, subcontractors, materials and appropriate resources in place and available to it to fully perform and provide their obligations under this CSA in a proper and timely manner.

11. All representations, warranties, covenants and agreements made in this Agreement are material and the Province has relied on them, notwithstanding any prior or subsequent investigation by the Province.

**IN WITNESS WHEREOF** the undersigned extends this CSA on the date first above written.

**SIGNED** by the Offeror

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
Title

## APPENDIX B      Bicycle Rack Requirements

### 1.      GENERAL SPECIFICATIONS:

**Definition of bicycle rack:** one or more rack elements that are joined on a common base or arranged in a regular grouping and permanently fastened to a common mounting surface or frame. The element portion supports a bicycle frame.

#### 1.1      GENERAL USES

Bicycle racks (racks) may be used in all levels of schools, including elementary, middle schools and high schools, colleges, universities or other public sites. These schools could be located anywhere in British Columbia.

A variety of racks are offered to suit the different levels to accommodate different needs, i.e. ease of use for elementary level users. See "Schedule A" for detailed cut sheets and descriptions of our various bicycle rack models.

#### 1.2      SECURITY

Security will also be important for many users and a variety of rack choices are offered such as the following:

- Front-in parking: to allow a U-lock or cable lock to lock the front wheel and the down tube of an upright bicycle.
- Back-in parking: to allow a U-lock or cable lock to lock the rear wheel and seat tube of the bicycle.
- Racks that provide no support for a bicycle frame are NOT included.
- The rack elements should be difficult to cut or detach using common hand tools, such as bolt cutters, pipe cutters, wrenches, and pry bars. Our bicycle racks are of welded construction from various types of steel selected to be tamper proof. See "Attachment A" for a comparison of the mass of locking members of various locally available racks. The exterior models also have concealed anchors complete with hole plugs for additional security. Our models also use the frame of the rack (largest material) as the support and the locking point and do not rely on loops or hangers for either support or locking points.

#### 1.3      RACK STYLES

- A variety of styles of racks are offered. Along with each variety, information is included that will assist a school in determining rack(s) that will best suit their school, based on school level, size of population, security, weather, variety of bicycle sizes, wheel sizes and types; and other needs. See "Schedule A" for detailed cut sheets and descriptions of our various bicycle rack models

##### **1.3.1 COMMON REQUIREMENTS FOR ALL RACK STYLES**

All racks should meet the following requirements, at a minimum:

- Racks should be made of heavy duty, high quality materials. We use locally procured materials and labour and monitor all stages of production to ensure consistent quality. See "Schedule A" for specifications for each rack style.
- Does not have hazards, such as sharp edges. Where possible we use round material and all edges are de-burred as necessary to remove sharp edges. End caps and hole plugs are provided for any openings

- Holds a bicycle frame, and one or both wheels for securing. All our racks accommodate locking of the frame and at least one wheel to the rack using U-lock or cable lock. All our racks provide support for the bicycle frame in at least two places
- Easy to use for inserting and removing a bicycle, especially for elementary level schools. Our exterior racks are designed to allow bicycle to roll into place and the users find them intuitive to use. Our interior models are designed to allow users to position them for locking with no or minimal lifting depending on the model.
- Can be used with a U-shaped or a cable lock. All racks have a secure locking member designed to secure the bicycle to the rack with a U lock or cable lock and capture at least one wheel and part of the frame.
- Accommodates a wide range of bicycle sizes, wheel sizes and types. Our racks have open access with wide spacing to accommodate almost any size or style of bicycle. The frames of our racks all extend to the ground allowing even the smallest bicycles to be accommodated. There are no top frames on our racks which allow large or unique style bicycles to be positioned for optimal locking
- Is covered with material that will not chip the paint of a bicycle leaning on it, and protects metal elements from rusting. Our carbon steel racks are mechanically and chemically cleaned and have an iron phosphate treatment prior to being coated with an electrostatic polyester powder coating and oven cured. This provides a durable coating for the rack that is non marking and easy on painted bicycle frames
- Anti-theft design. Each rack element should be of a solid metal or designed to resist being cut with tools, and should be welded to the rack frame. Our racks are made from elements that are all securely welded together with no loops or hangers that can be bent or easily cut through. See "Attachment A" for a comparison of the mass of locking members of various locally available racks.
- The rack should consist of a grouping of rack elements. Rack elements may be attached to a single frame or remain single elements mounted within close proximity to each other. The rack elements should not be easily detachable from the rack frame or easily removed from the mounting surface. The rack should have the ability to allow anchoring (i.e. bolt-down ready) so that it cannot be stolen with the bikes attached. Our various styles are securely welded to common base tubes or are made from formed single pieces of material for security. Our exterior racks have concealed anchors with included hole plugs for additional security.
- Wave style racks are not recommended and not included.
- Hanger type back racks to be manufactured and maintained to prevent weaknesses at the joints of the hanger and rack as weakness could compromise the security of bicycles locked to the rack. "Coat hanger" elements should be spaced a minimum of 30" apart.
- In each case, each element of the rack allows for a bike to be securely fastened. All racks have a secure locking member designed to secure the bicycle to the rack with a U lock or cable lock and capture at least one wheel and part of the frame.

### **1.3.2 COMMON RACK STYLES**

A variety of rack styles are available; see "Schedule A" for detailed cut sheets and descriptions of our various models.

### **1.3.3 CONSTRUCTION**

The construction should be of good quality using heavy duty materials, such as high quality steels, or aluminum. The rack elements to be attached to a base should be of a solid (not hollow) material to offer high security from theft. Wooden materials are not acceptable due to safety and durability issues. We use locally procured materials and labour and monitor all stages of production to ensure consistent quality. See "Schedule A" for specifications for each rack style.

Although the purpose of this CSA is primarily for bike racks for schools, other public entities may access this CSA; therefore, vertical racks and bike boxes may also be included with responses for inclusion in this CSA.

See “Schedule A” for detailed cut sheets and descriptions of our various models.

## **1.4 DELIVERY & INSTALLATION REQUIREMENTS**

The schools may be located anywhere in the Province of British Columbia. Many users will choose to install bike racks on their own, although installation may be a consideration for some users. Factors for installation should include the following:

- security needs, such as high visibility/traffic areas;
- proper space requirements to ensure maximum use of the rack space available (e.g. double-sided loading; single-sided for small spaces);
- close proximity (e.g. 15-20 metres) to the school or building, which helps to encourage use;
- Weather at site location; i.e. near sea-side or inland; and
- ease of installation. Racks should be bolt-down ready, and racks should not require complicated installation instructions.
- Racks should be suitable for a variety of applications, i.e., in-ground; surface-mounted and rail-mounted. In a few instances, a large and heavy rack may be required, that does not require anchoring, as it can't be easily moved or lifted with bicycles attached. Other applications could include vertical mounted racks and bike boxes.
- Racks should be suitable for a variety of applications, i.e., in-ground; surface-mounted and rail-mounted. In a few instances, a large and heavy rack may be required, that does not require anchoring, as it can't be easily moved or lifted with bicycles attached. Other applications could include vertical mounted racks and bike boxes.

This will be maintained through our office in Vancouver with access via our web-site, e-mail, toll free telephone or fax.

Our racks ship complete with installation hardware and detailed installation instructions. They can be installed with common tools by most users. Our racks are designed to be mounted on a variety of surfaces in enclosed and exposed locations. Modifications can be made to for mounting in unusual locations.

For a summary or overview of the recommended installation procedures, see “Attachment B” for sample installation instructions.

For information to assist in determining the best rack for a site, including recommendations on which material would suit differing climates, and site preparation information, see “Attachment B” for sample layout and installation instructions.

For information with a variety of racks suitable for a variety of applications, see “Schedule A” for detailed cut sheets and descriptions of our various models.

On-site installation services: We provide delivery and installation services from Hope to Whistler. Delivery charge is \$50 per location and installation is \$30 per exterior rack and \$15 per interior rack.

## **1.5 INSTALLATION, PARTS & TOOL REQUIREMENTS**

It is anticipated that many users will choose to install bike racks themselves. With each rack, all hardware required for installation, and complete installation instructions should be included in each shipment. Our racks ship complete with installation hardware and detailed installation instructions. They can be installed with common tools by most users. Our racks are designed to be mounted on a variety of surfaces in enclosed and exposed locations. Modifications can be made to for mounting in unusual locations. Over the phone or email assistance provide to assist with layout or installation questions.

Anchors should be made of vandal and rust resistant type fasteners to ensure utmost security and wear, and be compatible with the rack material. For example, stainless steel hardware should be shipped with stainless racks.

Materials acceptable include, but are not limited to:

- Stainless steel, Galvanized steel, standard, corrosion-resistant-coated or non-corrodible materials;

- commercial quality; tamperproof, vandal and theft resistant, concealed, recessed, and capped or plugged, tamper-resistant concrete expansion anchors.

A variety of materials is included and the recommended uses for each variety provided.

Fasteners provided are compatible with the racks supplied. Exterior racks ship with drop in concrete expansion anchors with button head cap screws with an Allen socket head for additional tamper resistance. Anchors are concealed and capped for additional security. Interior racks are fastened with solid steel tamper proof friction anchors either six or eight per rack depending on model.

## **1.6 RACK CAPACITY**

A variety of capacity of racks, including racks for two bicycles is included, and other ranges such as 10-12 bicycles or higher, or racks that can be added onto, if higher density is required.

We use multiples of our standard models to accommodate sizes larger than any of our models. See "Schedule A" for detailed cut sheets and descriptions of our various models.

To assist schools in determining the proper rack(s) for their use:

Location and population for any specific area will determine actual requirements but the following can be used as a guide. A minimum of 0.6 space per student at peak attendance except elementary where it can be reduced to 1 space per 20 students. A further 1 space per 25 staff should be included. The spaces can be accommodated by an appropriate number of our racks determined by the capacity the racks per cut sheets provided in "Schedule A".

## **1.7 SHELTERS**

In many cases, bicycles will be left for hours at a time. Users may determine that it is important to include shelter from weather for parking. Options for shelter are provided separately for users that require it. Shelter choices can be simple awning types for attaching to building walls to free standing shelters to partially or fully enclosed options.

We provide individual stand alone or attached bicycle lockers per cut sheets provided in "Schedule A". Custom enclosures and/or shelters can be provided on an time and materials basis per local requirements.

## **1.8 DELIVERY LOCATIONS & TIME REQUIRED**

All racks to be shipped FOB Destination, (from dealer nearest to delivery location), freight to be shipped prepaid and charged to anywhere in British Columbia. Note: copy of waybill(s) must accompany invoice  
It is our intent to maintain this CSA through our office in Vancouver with access via our web site, email, toll free telephone or fax. Invoices will be accompanied by a copy of the freight carriers waybill.

Normal delivery or lead time required to delivery goods from receipt of order - Shipping is typically on the day after order and delivery to most locations within BC is two to five business days depending on freight carriers schedule.

## **1.9 WARRANTY**

Warranty period - One year manufacturing defects. See "Attachment C"

Location of Depot - Warehouse, Burnaby, BC

On-site available - Hope to Whistler, BC only

On-site warranty cost - Included for Dobra Design installed racks. Depot warranty for others.

Response time - Next day service Hope to Whistler, BC

Location of Technicians – Vancouver, BC

## **1.10 ADDITIONAL SERVICES**

Other requirements could include advice on suitable site locations or recommendations on bike rack choice(s):

Layout and site selection services provided via phone, fax or email at no additional cost. Site visit included Hope to Whistler only others charged \$50 per hour plus actual submitted expenses plus 10%.

## 1.11 PRICING

Current retail list price attached in Schedule A. The prices are subject to change during the term of the Corporate Supply Arrangement. In the event of an Offerors price change, the new pricing will be automatically applied to the Corporate Supply Arrangement, using the same pricing structure as was used to determine the prices shown in this schedule. The pricing structure is a discount off current retail list price and may vary depending on product. The discount percentage(s) below, will remain firm for the initial term of the CSA. 30 days written notice as to any proposed pricing change must be provided to Purchasing Services Branch. Any change will only be effective when agreed to by Purchasing Services.

See "Schedule A" for the complete line of racks, including vertical, and bicycle boxes and shelters and discounts and pricing list.

Product	Quantity 0-5	Quantity 6-10	Quantity 11-15	Quantity 16-20	Quantity over 20
Bike rack, 4-6 spaces Boa-4 (4 spaces), Boa-6 or Pi-6(6 spaces)	5% discount off list	8% discount off list	10% discount off list	12% discount off list	15% discount off list
Bike rack, 8-10 spaces Boa-8 or pi-8 (8 spaces), Boa-10 or Pi-10 (10 spaces)	5% discount off list	8% discount off list	10% discount off list	12% discount off list	15% discount off list
Bike rack, 12-16 spaces Boa-6 (2 each) or Pi-6 (2 each) (12 spaces),Boa-8 (2 each) or Pi-8 (2 each) (16 spaces)	5% discount off list	8% discount off list	10% discount off list	12% discount off list	15% discount off list

On-site installation services: We provide delivery and installation services from Hope to Whistler. Delivery charge is \$50 per location and installation is \$30 per exterior rack and \$15 per interior rack.

**SCHEDULE "C"**  
**ADMINISTRATIVE REQUIREMENTS**

The following are the administrative requirements and procedures applying to CSA (Number).

**PURCHASING SERVICES CSA CONTACTS**

1. For further information or clarification regarding:

Administration:  
Shirley Boon  
Email: [Shirley.Boon@gov.bc.ca](mailto:Shirley.Boon@gov.bc.ca)  
Phone: 250-828-4322

Representative (Province):  
Dianne Collier, Purchasing Agent  
[pcadmin@gov.bc.ca](mailto:pcadmin@gov.bc.ca) Attn: Dianne Collier in subject line  
250-387-7328

**DRAW DOWN REPORTING PROCEDURES**

2. Offeror is solely responsible for providing all Draw Down information to Purchasing Services. Draw Down reports must be submitted on a monthly basis,

3. Monthly Draw Down information must be sent either by mail, fax or electronically by the Offeror to:

Purchasing Services Branch  
Minister of Labour and Citizens' Services  
Attn: Shirley Boon  
2<sup>nd</sup> Floor, 455 Columbia Street  
Kamloops BC V2C 6K4  
Fax: 250-371-3890  
Email: [Shirley.Boon@gov.bc.ca](mailto:Shirley.Boon@gov.bc.ca)

4. The report must contain at a minimum:

CSA #;  
Entity  
Draw Down Form number;  
Item(s) ordered  
Part number ordered  
Quantity ordered  
Price

The information should be provided in columns in the following order:

CSA #	Entity	Draw Down #	Item	Part #	Quantity	Price
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5. The Offeror shall provide a monthly report regardless of whether or not any Draw Downs are received in that month, and in each quarterly report will provide an explanation for any other missing data.
6. Each quarter the Offeror must submit to Purchasing Services Branch a cheque for one percent of all sales (exclusive of taxes and delivery charges) that were reported to Purchasing Services on the quarterly draw down report, including sales to any Entity. The cheque must be payable to the Minister of Finance, and sent to Shirley Boon, Supply Chain Management Clerk, Purchasing Services Branch, 2nd 455 Columbia Street, Kamloops, BC V2C 6K4. The cheque must clearly identify each CSA and the months represented in the payment. The cheque must be submitted no more than 1 month after the end

of the quarter:

The fee for:  
January, February, March  
April, May, June  
July, August, September  
October, November, December

Is due:  
April 30  
July 31  
October 31  
January 31

7. Draw Down reports will be checked against the Purchasing Services Branch copies of the Draw Downs to verify accuracy. Purchasing Services shall promptly notify Offeror of any discrepancy, and will be given one month to respond to or rectify the report.
8. More than two occurrences of inaccuracies may result in the CSA being suspended, until such time as the supplier can demonstrate to Purchasing Services that they are capable of managing the terms of their CSA agreement.
9. Failure to submit a reimbursement cheque within two months of the end of a quarter in which sales were reported may result in the CSA being suspended until such time as reimbursement is received.

## **SCHEDULE "D"**

### **GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF GOODS ON A CORPORATE SUPPLY ARRANGEMENT:**

- 1) In this schedule, the "Province" means the Entity and the "Contractor" means the Offeror, upon acceptance of a Draw Down Form.
- 2) The terms and conditions contained in this schedule, the Draw Down Form and CSA Number xxxx will constitute the full and complete agreement between the parties (the "Agreement")
- 3) An Entity reserves the right to cancel this Agreement, if promised or specified delivery is not met or if Goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
- 4) An Entity has the right of inspection and approval. Inspection by an Entity of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Entity and confirmed in writing.
- 5) The Contractor must indemnify an Entity against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Entity hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
- 6) The Contractor is an independent contractor and must indemnify, protect, and save harmless an Entity, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
- 7) The Contractor must not change prices, terms or conditions without the prior written permission of the Representative (Province).
- 8) The Agreement is governed by the laws of the Province of British Columbia.
- 9) Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
  - a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c.138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
  - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 10) The Contractor must not provide any Goods or services to any person, 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 obligations to the Province under the Agreement.
- 11) Time will be of the essence in this Agreement.
- 12) The Contractor must comply with all applicable laws in providing the Goods/services specified.
- 13) Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
- 14) The Province is dedicated to successful negotiation with the Contractor to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, disputes rising out of or in connection with this Agreement will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure. The place of arbitration will be Vancouver, British Columbia, Canada.

**Schedule A, Attachments A & B attached as a separate PDF file**