

CORPORATE SUPPLY ARRANGEMENT



THIS CORPORATE SUPPLY ARRANGEMENT is made the **1st** day of **April**, **2009**

(the "Offeror")

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

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1.1 In this Corporate Supply Arrangement:

- a) "Administrative Fee" means the administration fee described in Schedule "C", Section 6;
- b) "Administration Requirements" means those requirements set out in Schedule "C";
- c) "Contract" means the Contract on the applicable Terms and Conditions entered into by the Offeror and a Purchaser that is formed on receipt by the Offeror of a Draw Down;
- d) "Contractor" means the Offeror who is in receipt of a Draw Down;
- e) "Corporate Supply Arrangement" or "CSA" means this CSA;
- f) "Draw Down" means a written draw down form issued by a Purchaser to an Offeror against this CSA for the provision of a specified quantity of Services at the prices set out in this CSA;
- g) "Goods" means those Goods and related services described in Schedule "A";
- h) "Offeror" means **[Insert name]** also identified as **[Insert doing business as name if applicable]**;
- i) "Offeror's Representative" means the representative and designated back-up assigned by the Offeror to administer the CSA;
- j) "Prices" means the prices set out in Schedule "F";
- k) "Province" means Her Majesty the Queen in Right of the Province of British Columbia, and includes all ministries;
- l) "Province Representative" means **Soledad Reeve**, Procurement Specialist, or such other individual designated from time to time by the Province to administer this CSA on behalf of the Province;

- m) “Public Sector Entity” means those eligible broader public sector Entities that appear on the Purchasing Services Branch website list, as may be amended from time to time;
- n) “Purchaser” means the Province or a Public Sector Entity that has issued a Draw Down;
- o) “Purchasing Services” means the Purchasing Services Branch, Ministry of Labour and Citizens’ Services;
- p) “Services” means those services described in Schedule “A”; and
- q) “Terms and Conditions” means in respect of a Draw Down for Services, the terms and conditions set out in Schedules “A” through “F” of this CSA.

1.2 All references to dollars, currency, and money must mean Canadian dollars (\$CAD).

EXPIRY

2.1 This CSA will expire on **March 31st, 2012** unless withdrawn in accordance with Section 10 or renewed by the Province for up to two (2) additional one-year periods.

CORPORATE SUPPLY ARRANGEMENT - GENERAL

3.1 The Offeror makes the offer set out in this CSA on the following understandings:

- a) the issue of this CSA does not oblige the Province or any Public Sector Entity to authorize or order all or any of the Goods or Services from the Offeror;
- b) a Contract is formed only on receipt of a Draw Down by the Offeror;
- c) a Draw Down will form a Contract only for those Goods or Services in respect of which a Draw Down has been issued by a Purchaser, provided always that such Draw Down is made in accordance with the provisions of this CSA;
- d) a Purchaser will pay to the Offeror the Prices and any applicable sales taxes for the Goods or Services that have been specified in the Draw Down;
- e) the Province and any Public Sector Entity each reserves the right to procure the specified Goods or Services by any other means, including the use of other agreements, or by other procurement or contracting methods;
- f) the liability of a Purchaser will be limited to that which arises from a Contract made prior to the expiry date described in Section 2.1;
- g) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Draw Downs. The Province will promptly notify the Offeror of such action;
- h) any changes to this CSA are to be documented by way of an addendum signed by both the Offeror and the Province;
- i) 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;
- j) the Offeror will reimburse the Administration Fee in accordance with Schedule “B”;
- k) if the Offeror offers a lower Price to others during the term of this CSA, that lower Price will also apply to this CSA. For the purposes of this section, a lower Price is a price that is lower than the unit price in Schedule “A”, exclusive of the Administration Fee;

- l) the Offeror will provide the Province's Representative with 60 days written notice of any changes to the list of Services included in Schedule "A";
- m) the Offeror agrees that Goods or Services purchased through this CSA by the Province are for the sole use of, and are being purchased by the Province, with Crown funds, and are not subject to the Goods and Services Tax (GST). However, the application of GST may be different for Public Sector Entities and it is the sole responsibility of the Offeror to inquire at the time of Draw Down about the application of GST to the particular Public Sector Entity; and
- n) Ministry Draw Downs exceeding \$75,000.00 must be approved by Purchasing Services prior to being processed by the Offeror.

CORPORATE SUPPLY ARRANGEMENT - PUBLIC SECTOR ENTITIES

3.2 With respect to Draw Downs by Entities, the Offeror acknowledges that:

- (a) Public Sector Entities are solely responsible for all payments and other obligations to the Offeror incurred through making a Draw Down against the CSA;
- (b) nothing in this CSA or any resulting Contract will impose any liability whatsoever on the Province in respect of any obligation of a Public Sector Entity to the Offeror, and the Province disclaims any and all liability in respect of any Draw Down made by a Public Sector Entity against this CSA;
- (c) neither a Public Sector Entity utilizing the CSA nor the Offeror will be required to agree to any Terms and Conditions other than those set out in this CSA. However, Public Sector Entities will have the option of renegotiating the terms and conditions set out in Schedule "D" to the extent necessary to address the Public Sector Entity's specific insurance, indemnification, limitation of liability requirements, privacy, confidentiality and security requirements. All changes to the Terms and Conditions are to be set out in a supplemental written contract with the Offeror; and
- (d) the Offeror reserves the right to refuse to accept changes to the Terms and Conditions.

DRAW DOWN MECHANISM

4. The Services may be ordered by various methods: in person, telephone or facsimile, or Internet, so long as there is follow-up written documentation that sets out:
 - (a) the reference number for this CSA;
 - (b) the name/description of the Purchaser; and
 - (c) the specified quantity of the Goods or Services that are being ordered.
5. Draw Downs against a CSA paid for with the Province's Corporate Purchasing (VISA) card must be accorded the same Prices and be subject to the same Terms and Conditions as any other Draw Down.
6. If the Province issues a Draw Down to the Offeror prior to the expiry of this CSA and receives the Goods or Services, then the Province will pay to the Offeror the amounts payable as described in Schedule "A".
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), unless the Offeror and an Public Sector Entity have entered into a Supplemental Agreement, in which case, the order of precedence will be: (a) this CSA, (b) the Supplemental Agreement and then (c) the Draw Down.

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 Province Representative, and such withdrawal of this CSA will not be effective until receipt of such notification by the Province Representative and the expiry of such notice period.
- 9. The Offeror will fulfil any Draw Downs made before the expiry of such notice period.

SIGNED by the Offeror

(Authorized Signatory)

Title

Print Name

SCHEDULE "A"
DESCRIPTION OF SERVICES & PRICING

Facilitation Services

Background

Members of the public sector, on behalf of the Province of British Columbia, engage in meetings and sessions for the purpose of planning, monitoring or reporting on the various programs required to fulfill government's mandate. The individuals at these meetings are present to contribute their specific subject-matter expertise and it is recognized that, in an effort to realize best value from the sessions, a neutral third-party is sometimes required to facilitate the agenda.

Services

The Services may be required throughout the province, for sessions of varying size and duration, and at any level of an organization. The sessions may include use of remote meeting technologies such as video-conferencing or Live Meeting.

The sessions may have a variety of agenda topics, which might include (but not be limited to):

- creating project charters;
- workforce planning; or,
- organizational wellness.

The Services are to be provided on an as, if and when requested basis and no commitments or guarantees are made with respect to the number or value of assignments that may be requested from the Offerors over the term of the CSA. The maximum value of each Draw Down that may be made against a CSA issued in accordance with this RCSA is \$75,000.00.

Term of Corporate Supply Arrangement

The term of the Corporate Supply Arrangement(s) will be three years with an option to renew, at the sole discretion of the Province, for two additional one-year terms.

Replacement or Additional Consultants

During the term of the CSA, the Province may, at its sole discretion, consider replacement or additional Consultants who are proposed by existing Facilitation Services CSA Offerors. All proposed Consultants will be subject to the same evaluation criteria as set out in this RCSA.

Requests for Service

A written statement of work (a Draw Down) will be prepared by the Purchaser that requests the Services, specifying the:

- Purchaser that intends to receive the Services;
- Location where the Services are required;
- Size of group;
- Level of attendees (i.e. executive, branch, region, inter-ministry working groups);
- Agenda topic(s) to be covered at the session;
- Expected outcome(s) for the session; and,
- Reporting documents required.

Selection of Offeror

Any one of the Offerors holding a CSA may be requested to provide the Services for a specific assignment. No commitments or guarantees are made with respect to the number or value of assignments, if any, that may be requested from an Offeror over the term of the CSA.

Contractor Travel

The Services are to be delivered at a variety of locations across the province, at the direction of the Purchaser. The Contractor(s) will be responsible for ensuring that the appropriate staff members are on-site as required. Travel expenses pre-approved by the Purchaser will be reimbursed at the Province of British Columbia's Group One rates (see www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/10_Travel.htm#1037).

Price

Pricing as provided will be firm for the term of the CSA.

A Purchaser may, at its sole discretion, request a quote for a session or a specific assignment, which will be a firm, fixed all-inclusive price based on the statement of work outlining the requirements.

An all-inclusive hourly rate or price will be:

- a) inclusive of all administrative overhead and expenses with the exception of pre-approved travel; and,
- b) inclusive of the Administrative Fee described in Part A, Section 22.

For the purposes of this CSA administrative overhead and expenses includes (but is not limited to) any Service Delivery Materials, i.e. printed materials, binders and / or hand-outs required for the delivery of the services. The only expenses not included in the hourly rate quoted would be pre-approved travel.

NOTE: in keeping with government's climate action goals, Offerors are encouraged to minimize use of paper and printing by providing electronic alternatives, which might include (but not be limited to) projected agendas and e-based follow-up materials, or by printing materials double-sided on post-consumer recycled content paper.

Invoicing

The Contractor is to invoice the Purchaser upon full completion of a specific assignment. For assignments that run for an extended period of time the Purchaser may accept periodic invoices based on pre-determined performance milestones.

Invoices are to show fees and expenses separately and are to include (but not be limited to) the following information:

- invoice number;
- CSA number;
- date services performed;
- session agenda topic(s);
- Consultant(s)' name(s);
- hours billed by Consultant(s); and
- Consultant(s)' hourly rate.

Service Delivery Materials

The Offeror(s) will be responsible at their own expense for preparing and producing any materials that may be required to deliver the Services.

SCHEDULE "B"
ORDERING AND CONTACT INFORMATION

Offeror's Representative (Name) and contact information to be entered here.

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

Phone: 250-828-4322

Representative (Province):

Soledad Reeve, Procurement Specialist

Email: Soledad.Reeve@gov.bc.ca

Phone: 250-387-7343

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
2nd Floor, 455 Columbia Street
Kamloops BC V2C 6K4
Fax: 250-371-3890
Email: Shirley.Boon@gov.bc.ca

4. The report must contain at a minimum:
CSA #;
Public Sector 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 #	Purchaser	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. **Administration Fee.** Each quarter the Offeror must submit to Purchasing Services Branch a cheque for one percent of all sales (exclusive of taxes and travel expenses) that were reported to Purchasing Services on the quarterly Draw Down report, including sales to any Public Sector Entity. The cheque must be payable to the Minister of Finance, and sent to Shirley Boon at the above noted address. 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:	Is due:
January, February, March	April 30
April, May, June	July 31
July, August, September	October 31
October, November, December	January 31
7. Draw Down reports will be checked against the Purchasing Services Branch copies of the Draw Down 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 for the Administration Fee 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
SERVICES ON A CORPORATE SUPPLY ARRANGEMENT**

The terms and conditions contained in Schedule A, B, C and this Schedule D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this Schedule D, "you" means the Offeror who is in receipt of a Draw Down and "we" means the Province or a Public Sector Entity that has issued a Draw Down. All other capitalized terms will have the meaning set out in the Definition section of the CSA.

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule "A" (the "Services") to the CSA in accordance with the Terms and Conditions. You must provide the Services for the period of time described in the Draw Down (the "Term").
2. You must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under these terms and conditions.
3. You 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.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a sub-contractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to the Services, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this CSA, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

The Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.
10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, you must advise the person to make the request to us.

12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.

13. We exclusively own all intellectual property rights, including copyright, in

(a) Received Material that you receive from us, and

(b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.

15. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, if any, as modified from time to time in accordance with our direction, as follows. You will, without limiting your obligations or liabilities and at your own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under arrangement with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province. All required insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.

16. You must apply for and, immediately on receipt, remit to us any refund or remission, if any, of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Contract.

17. You must comply with all applicable laws.

18. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after the Term ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or sub-contractors in providing the Services.

19. You must not assign any of your rights under this Contract without our prior written consent.

20. You must not sub-contract any of your obligations under this Contract other than to persons listed in Schedule B without our prior written consent. No sub-contract, whether consented to or not, relieves you from any obligations under this Contract. You must ensure that any sub-contractor you retain fully complies with this Contract in performing the sub-contracted obligations.

21. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Contract.

22. You must not do anything that would result in personnel hired by you or a sub-contractor being considered our employees.

23. You must not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested in accordance with the Terms and Conditions, we must pay you the fees described in Schedule "A" and any expenses that are necessarily incurred in providing the Services, if supported by proper receipts. We are not obliged to pay you more than the "Maximum Amount" set out in the Draw Down for the Services.
25. In order to obtain payment of any fees in respect of the Services, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule "A".
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
27. Our obligation to pay money to you 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.
28. Unless otherwise specified, all references to money are to Canadian dollars.
29. We certify to you that should the Services purchased be paid for directly by the Province that they are for the Province's use and are being purchased by the Province with Crown funds and are therefore not subject to the Goods and Services Tax.
30. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule "A" and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

31. We may terminate the Services

(a) for your failure to comply with the Terms and Conditions, immediately on giving written notice of termination to you, and

(b) for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate the Services under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule "B" which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Contract.

32. If you fail to comply with this Contract, we may terminate the Services and pursue other remedies as well.

GENERAL

33. You are an independent Contractor and not our employee, agent, or partner.
34. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
36. This Contract is governed by and are to be construed in accordance with the laws of British Columbia.
37. Time is of the essence in this Contract.
38. Any notice contemplated by this Contract, to be effective, must be in writing and either
 - (a) sent by fax to the addressee's fax number specified in Schedule "B", or
 - (b) delivered by hand to the addressee's address specified in Schedule "B", or

(c) mailed by prepaid registered mail to the addressee's address specified in Schedule "B".

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

39. A waiver of any of the Terms and Conditions or of any breach by you of this Contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
40. No modification of this Contract is effective unless it is in writing and signed by the parties.
41. This Contract and any modification of it constitutes the entire agreement between the parties as to performance of the Services.
42. All disputes arising out of or in connection with this Contract or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
43. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Contract ends.
44. Schedules A, B and C to the CSA are part of this Contract.
45. This Contract does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. In this Contract,
 - (a) the words "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 CSA, and
 - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties".
48. You represent and warrant to us that:
 - a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;

- g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
 - h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
 - i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
 - j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.
10. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

END