

SCHEDULE A – CORPORATE SUPPLY ARRANGEMENT – CLOSED FRAMEWORK

CSA #:

**CORPORATE SUPPLY ARRANGEMENT -
CLOSED FRAMEWORK
For
*Seedling Fertilizer***

BETWEEN

**HIS MAJESTY THE KING IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
as represented by the
Minister of Citizens' Services**

AND

Legal entity

**CORPORATE SUPPLY ARRANGEMENT –
CLOSED FRAMEWORK
For
*Seedling Fertilizer***

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CORPORATE SUPPLY ARRANGEMENT - CLOSED FRAMEWORK for *Seedling Fertilizer*

This CSA is made to be effective as of the **1** day of *January, 2024*, (the “Effective Date”):

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the
Minister of Citizens’ Services
(the “Province”)

AND:

Legal entity
(the “CSA Holder”)

RECITALS:

- A. Acting under the *Procurement Services Act* (British Columbia), the Province, through Procurement Services Branch in the Ministry of Citizens’ Services, issued a Request for Corporate Supply Arrangement – Closed Framework, for seedling fertilizer, under Opportunity ID 175879, as subsequently amended by Addenda 1 through 3 (the “Request for Corporate Supply Arrangement – Closed Framework” or “RCSA”);
- B. The CSA Holder submitted a Response to the RCSA (the “Response”) and was selected pursuant to the terms of the RCSA, to enter into a non-exclusive Corporate Supply Arrangement – Closed Framework (the “CSA”); and
- C. The Province and the CSA Holder now wish to enter into this CSA to set forth the terms and conditions governing the Ordering Process and upon which a Contractor will be engaged through an Order to provide the Goods, as described in this CSA.

IN CONSIDERATION of the mutual premises set out in this CSA and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Article 1 – INTERPRETATION

1.1 Definitions

In this CSA, including the Recitals, unless the context otherwise requires:

“**Access Agreement**” means the agreement between a Public Sector Entity and the Province, which enables the Public Sector Entity to engage in an Ordering Process under this CSA;

“**Business Day**” means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia;

“**Contractor**” means a CSA Holder that has entered into an Order with a Purchaser;

“**Fees**” means the fees and charges set out in Part 2 of Appendix A to the CSA;

“Goods” means the goods as described in Part 1 of Appendix A of this CSA;

“Insolvency Event” means any of the following:

- a. an order is made, a resolution is passed or a petition is filed, for the CSA Holder's liquidation or winding up,
- b. the CSA Holder commits an act of bankruptcy, makes an assignment for the benefit of the CSA Holder's creditors or otherwise acknowledges the CSA Holder's insolvency,
- c. a bankruptcy petition is filed or presented against the CSA Holder or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the CSA Holder,
- d. a compromise or arrangement is proposed in respect of the CSA Holder under the *Companies' Creditors Arrangement Act* (Canada),
- e. a receiver or receiver-manager is appointed for any of the CSA Holder's property, or
- f. the CSA Holder ceases, in the Province's reasonable opinion, to carry on business as a going concern;

“Ministry” means any ministry or agency of the Province;

“Order” means a contract resulting from an Ordering Process between a Purchaser and Contractor, which includes a fully executed Purchase Request, the terms and conditions set out in Appendix C to this CSA, and any other documents or Appendices to the CSA as may be incorporated by reference within the Order and the Purchase Request;

Order Term means the period set out in an Order during which Associated Services are to be provided by the Contractor to the Purchaser;

“Ordering Process” means the second stage call off process by which a Contractor is selected by a Purchaser and issued a Purchase Request to enter into an Order further to section 3.6 CSA;

“Pacific Time” means the time in effect at the applicable time in Victoria, BC, pursuant to section 26 of the *Interpretation Act* (British Columbia), as may be amended;

“Public Sector Entity” means a government organization, local public body or participating jurisdiction, each as defined in the *Procurement Services Act* and includes a person, other than the government, a government organization, a local public body or a participating jurisdiction, provided the requirements set out in section 2(2) of the *Procurement Services Act* have been met, that has entered into an access agreement with the Province and appears on the Province's list of eligible Purchasers;

“Purchaser” means a Ministry or Public Sector Entity;

“Purchase Request” means a written request on the form set out in Appendix B that is issued by a Purchaser to a CSA Holder pursuant to an Ordering Process as set out in section 3.6 for the provision of Goods as identified in the Purchase Request; and

“Term” has the meaning given in section 2.2.

1.2 Calculation of Time

In this CSA, unless specified otherwise:

- a. a reference to time is to Pacific Time;
- b. time is of the essence with regard to times, dates and periods specified in this CSA and any later times, dates and periods substituted by agreement in writing; and

- c. in calculating a period of time expressed as days, weeks, months or years, the first day must be excluded and the final day included.

1.3 Interpretation

In this CSA, unless specified otherwise:

- a. attached Appendices (including their Schedules, if any), are made part of this CSA;
- b. headings do not form part of this CSA;
- c. use of the singular includes the plural and vice versa;
- d. “includes” and “including” are not intended to be limiting;
- 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. nothing operates as a permit, license, approval or other statutory authority the CSA Holder may be required to obtain from the Province or any of its agencies or any Purchasers to provide the Goods ;
- g. a reference to this CSA or an Order refers to it as duly amended, assigned and novated by the parties at the applicable time and a reference to any other document or to a URL refers to it as novated, altered or replaced at the applicable time; and
- h. all references to money are to Canadian dollars.

1.4 No Fetter

Nothing in or under this CSA, including any requirement to use reasonable or best efforts, act reasonably or in good faith, or not unreasonably withhold consent or approval, will require the Province to act contrary to or interfere with or otherwise fetter the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

1.5 Conflicts between Parts of CSA

No Order made pursuant to this CSA forms part of this CSA. Subject to the foregoing, this CSA consists of the following parts, which prevail in the following order to the extent of any conflict:

- a. the body of this CSA;
- b. the Appendices attached to this CSA, with the body of an Appendix prevailing over any Schedules to the Appendix, except as specified otherwise in the Appendix or Schedule; and then
- c. any documents incorporated by reference into this CSA.

Article 2 – APPOINTMENT AND TERM

2.1 Appointment

Subject to the terms and conditions in this CSA, the Province appoints, and the CSA Holder accepts the appointment of, the CSA Holder as a non-exclusive CSA Holder eligible during the Term to engage in Ordering Processes, and be considered for awards of Orders pursuant to the Ordering Process as set out in section 3.6.

2.2 Term

Unless terminated earlier in accordance with this CSA or by operation of law or extended pursuant to subsection 2.3 of this section 2, the term of this CSA begins as of the Effective Date and continues in effect until it expires on December 31, 2026 (the “Term”).

2.3 Extensions

The Province may, at its sole discretion, offer to extend this CSA on the same terms and conditions for **2** additional **one-year** periods by providing the CSA Holder with written notice **30 days** prior to the end of the Term. The CSA Holder acknowledges that the Province gives no assurance, express or implied, that the Province will exercise its extension rights.

2.4 Effect of Extension of CSA Term on Orders

Any extension of the Term of the CSA will not affect the terms and conditions of any Order, nor have the effect of automatically extending the term of any Order.

Article 3 – CORPORATE SUPPLY ARRANGEMENT – CLOSED FRAMEWORK

3.1 Corporate Supply Arrangement – Closed Framework - General

This CSA is an agreement between the Province and the CSA Holder governing the process and the terms and conditions upon which a Contractor will be engaged by a Purchaser through an Ordering Process, and, if successful, an Order, to provide the Goods.

3.2 Purchasers

Any Purchase Request issued under this CSA will indicate the potential Purchaser. Purchasers may include any Ministry of the Province and any Public Sector Entity.

3.3 Verification of Purchasers

If the Purchaser is not a Ministry, the CSA Holder is responsible for checking the list of eligible Public Sector Entities or otherwise verifying that the entity issuing an Ordering Process is on the list of eligible Public Sector Entities before entering into an Order. If the CSA Holder is contacted pursuant to an Ordering Process by an entity other than an eligible Public Sector Entity, the CSA Holder will promptly notify the Province.

3.4 Orders

The CSA Holder agrees that:

- a. Orders may be formed only with Purchasers and only in accordance with the Ordering Process set out in section 3.6 below;
- b. despite section 12.9, the Province may modify any provisions in Appendix B at any time during the Term, by giving notice to the CSA Holder, whether or not verified received in the case of notice given by email, and the modified Appendix B will be effective the date indicated in the notice;
- c. the Purchaser will issue a Purchase Request by email in the form set out in Appendix B, as may be revised by a Public Sector Entity further to section 3.5 below, to the email address set out for each CSA Holder in section 12.2 of this CSA;
- d. Orders will be on the terms and conditions set out in Appendix C –Order Terms and Conditions; and
- e. any Order will be between the CSA Holder and the Purchaser named in the Order only and not with the Province as a party or guarantor by reason of the Province being a party to this CSA.

3.5 Purchaser - Public Sector Entity

The CSA Holder acknowledges and agrees that:

- a. where a Purchase Request is issued by a Public Sector Entity, the Public Sector Entity will have the option of modifying the terms and conditions set out in Appendix C to the extent necessary to address the Public Sector Entity's specific travel reimbursement and payment of account policies, insurance, indemnification, limitation of liability, privacy, confidentiality and security requirements, and any governmental authority directives binding the Public Sector Entity;

- b. further to subsection (a) above, any revision to the terms and conditions set out in Appendix C will be requested by setting out such revisions in the applicable Purchase Request;
- c. if the CSA Holder accepts all terms and conditions as modified in the Purchase Request in accordance with subparagraph (a) and (b) above, the CSA Holder will sign and deliver the Purchase Request;
- d. if the CSA Holder does not accept all terms and conditions as modified in the Purchase Request in accordance with subparagraph (a) and (b) above, the CSA Holder will not sign and deliver the Purchase Request;
- e. each Public Sector Entity is solely responsible for complying with its obligations, including with respect to payment, in Order(s) between it and the Contractor; and
- f. nothing in this CSA or any resulting Order will impose any liability whatsoever on the Province in respect of any obligation of a Public Sector Entity to the Contractor, and the Province disclaims any and all liability in respect of any Order made by a Public Sector Entity.

3.6 **Ordering Process**

The CSA Holder agrees to the following call off Ordering Process:

A. **SELECTIVE ORDERING PROCESS**

The Purchaser may use the Selective Ordering Process where the Purchaser has identified only one supplier that can supply the goods. For Selective Ordering Processes, the following process applies:

- a) The Purchaser will review the CSAs for the list of goods of each CSA Holder to determine which CSA Holder is best suited to provide the goods based on the requirements of the Purchase Request;
- b) If, through the process described in subsection (a) above, there is more than one CSA Holder equally qualified to meet the needs of the Purchaser, the Purchaser will select the CSA Holder with the lowest cost;
- c) The Purchaser will prepare the Selective Purchase Request, in a form as set out in appendix B of the CSA, and send to the CSA Holder. The CSA Holder will have the time set out in the Purchase Request to indicate its acceptance by providing the Purchaser with a copy of the Purchase Request executed by the CSA Holder.
- d) If the CSA Holder does not respond within the time set out in the Purchase Request, or indicates it is unwilling or unable to provide the goods set out in the Purchase Request, then the CSA Holder will have waived its right to provide the goods under the Purchase Request and the Purchaser will offer the Purchase Request to the CSA Holder which is next best suited to provide the goods, and this process will continue until a CSA Holder accepts the Purchase Request. If there is no other CSA Holder suited to the Purchase Request, as determined by the Purchaser in its sole discretion, the Purchaser may rely on subsection (f) below.
- e) The Purchaser will have no obligation to confirm receipt of a Purchase Request by any CSA Holder.
- f) If no CSA Holder accepts a Purchase Request, the Purchaser may, in its sole discretion, obtain the goods by any other means, including the use of other agreements, or by other procurement or contracting methods, including other Ordering Processes described in the CSA.

B. **COMPETITIVE ORDER PROCESS**

The Purchaser may use the Competitive Order Process where, in its sole discretion, the goods are available from both CSA Holders. For Competitive Ordering Process, the following process applies:

- a) The Purchaser, in its sole discretion, will identify the goods required;
- b) The Purchaser will prepare a Competitive Purchase Request, in the form set out in appendix B schedule to the CSA, setting out the requirements and evaluated criteria for the Purchase Request;
- c) The Purchaser will send the Purchase Request to all CSA Holders;
- d) The Purchaser will have no obligation to confirm receipt of a Purchase Request by any CSA Holder;
- e) Interested CSA Holders may respond to the Purchase Request by the date set out in the Purchase Request using the prescribed proposal format;
- f) The Purchaser will evaluate proposals according to the criteria set out in the Purchase Request;

- g) The lowest price CSA Holder will be awarded the opportunity set out in the Purchase Request;
- h) If no CSA Holder responds to the Competitive Purchase Request, the Purchaser may, in its sole discretion, obtain the goods by any other means, including the use of other agreements, or by other procurement or contracting methods including other Ordering Processes described in the CSA.

3.7 Maximum Order Term within Scope

If applicable, nothing in this CSA prevents the CSA Holder from:

- a. entering into an Order having an Order Term that will expire after the Term is expected to expire; or
- b. from agreeing to any Order extension after this CSA expires or terminates, if such extension was contemplated in the Purchase Request and reflected in the Order.

3.7 Scope of Order not to Exceed this CSA

Nothing in this CSA is to be construed as permitting any goods to be included in an Order with the CSA Holder that would exceed the scope of the Goods as described in Part 1 of Appendix A.

3.8 No Guarantee

The CSA Holder further acknowledges and agrees that:

- a. this CSA does not oblige the Province or any individual Purchaser to engage in any Ordering Process or to issue any Order;
- b. the Province makes no representation, warranty or condition as to the nature, timing, quality or volume of Orders that may result from this CSA;
- c. no obligation of exclusivity is imposed on the Province by this CSA, and the Province reserves the right to procure the Goods by any other means, including the use of other corporate services arrangements, or by other procurement or contracting methods;
- d. the Public Sector Entities will not be under any obligation to use this CSA, and may procure the Goods by any other means, including other procurement or contracting methods;
- e. the liability of a Purchaser will be limited to that which arises from an Order; and
- f. the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Ordering Process or Order.

Article 4 - ADMINISTRATION FEES AND PROCEDURES

4.1 Administration Fees

The CSA Holder acknowledges that a Contractor under any Order will be required to remit to the Province an administration fee of one percent (1%) of all fees under such Order as further described in this Article 4.

4.2 Procedure for Remission of Administrative Fee

The CSA Holder agrees to submit to the Province at the contact below a cheque for one percent of all fees under each Order (exclusive of taxes), payable to the Minister of Finance, for Orders placed during the relevant reporting period as set out in below:

Procurement Services Branch
PO Box 9451 Stn Prov Gov
Victoria BC V8W 9V7

The cheque must clearly identify the CSA, the Orders under the CSA and the relevant quarter and must be submitted no later than 1 month following the end of each quarter as follows:

The fee for:	Is due:
Quarter 1 (April, May, June)	July 31
Quarter 2 (July, August, September)	October 31
Quarter 3 (October, November, December)	January 31
Quarter 4 (January, February, March)	April 30

4.3 **Administrative Reporting Requirements and Procedures**

The CSA Holder agrees to submit to the Province a quarterly report setting out the CSA, all Orders placed during the relevant quarter and the administrative fees remitted. The following will apply to the quarterly reports:

- a. the quarterly reports will be submitted to the contact set out in section 4.2 by the due dates set out in section 4.2;
- b. the quarterly reports will identify each Order placed, and will identify the Purchaser, the Goods purchased, and the Fees;
- c. quarterly reports will be sent via email to David.Rowson@gov.bc.ca and include the CSA # in the subject line.
- d. the quarterly reports may be checked by the Province against provincial financial records to verify accuracy and the Province will notify the CSA Holder of any discrepancy;
- e. in the case of any discrepancy between the quarterly reports and the Province's financial records as described in subparagraph (b) of this section, the CSA Holder will have 30 calendar days to respond to or rectify the report;
- f. the quarterly reports will be in MS Excel format, or as otherwise directed in writing by the Province, and completed in the form of the CSA quarterly report template as provided and updated from time-to-time by the Province; and
- g. for greater certainty the CSA Holder will provide a quarterly report whether or not any Orders are received in that quarter.

Article 5– SUBCONTRACTORS

5.1 **Subcontractors**

All subcontractors, including affiliates of the CSA Holder, that are evaluated and approved under the RCSA, must be named in Appendix D to the CSA.

5.2 **Changes to Subcontractors**

No additional subcontractors may be added, and no subcontractors may be changed, without first obtaining the written approval of the Province. Such approvals will be subject to the additional or revised subcontractors meeting any relevant qualification criteria.

5.3 **Responsibility for Subcontractors**

The CSA Holder is responsible for the acts, errors and omissions of its subcontractors, whether named in Appendix D - Subcontractors or not. The CSA Holder is responsible for ensuring that it has appropriate contractual provisions in place with any subcontractors to enable the CSA Holder to fully comply with the obligations of the CSA Holder. No subcontract whether consented to or not, relieves the CSA Holder from any obligations of the CSA Holder under this CSA or any Orders that may be formed.

Article 6 – CONFIDENTIALITY

6.1 Records subject to legislation

The CSA Holder acknowledges that all records in the custody or under the control of a public body, which includes this CSA, and all records collected, posted to or otherwise generated in the operation of the CSA, are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) except as that Act may provide otherwise, and may be subject to the *Information Management Act* (British Columbia)). Orders are under the control of the respective Purchaser entering them.

6.2 Confidentiality

The CSA Holder must treat as confidential all information received by the CSA Holder and all other information accessed or obtained (whether verbally, electronically or otherwise) as a result of this CSA, and not permit its disclosure or use without the Province's prior written consent except:

- a. as required to perform the obligations under this CSA or to comply with applicable laws, or
- b. if it is information that is generally known to the public other than as a result of a breach of this CSA or any similar obligation that a third party may owe to the Province.

Article 7 – REPRESENTATIONS AND WARRANTIES

7.1 General Representations

The CSA Holder represents and warrants to the Province at the time, unless specified otherwise in this section, of its execution of this CSA and throughout the Term that:

- a. if the CSA Holder is not a natural person, the CSA Holder is duly formed as a corporation and validly existing and in good standing under the laws of its jurisdiction of formation or continuance and, if necessary to lawfully provide the Goods contemplated under this CSA, has the legal power and capacity to own and lease its assets and to carry on business in British Columbia;
- b. the CSA Holder has the legal power and capacity to enter into this CSA and to observe, perform and comply with the terms of this CSA and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this CSA by, or on behalf of, the CSA Holder;
- c. this CSA has been duly executed and delivered by, or on behalf of, the CSA Holder and is legally binding upon and enforceable against the CSA Holder in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally, economic sanctions or export control laws, and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- d. except to the extent the CSA Holder has previously disclosed otherwise in writing to the Province,
 - i. the CSA Holder holds all permits, licenses, approvals, registrations and statutory authorities that are specified or are otherwise necessary for the performance of the CSA Holder's obligations under this CSA and any Order;
 - ii. all information, statements, documents and reports, submitted by or on behalf of the CSA Holder to the Province as part of the RCSA resulting in this CSA being entered into or otherwise in connection with this CSA are in all material respects, at the time submitted to the Province, true, accurate and complete;
 - iii. the CSA Holder has sufficient trained, skilled and experienced personnel and sufficient facilities, systems, equipment and material in place and available to enable the CSA Holder to fully comply with its obligations and grant any licenses under this CSA and any Order;

- iv. the provision by or on behalf of the CSA Holder of any Goods does not and will not infringe or induce the infringement (including breach or misappropriation) of the intellectual property rights of any third party; and
 - v. the CSA Holder is under no obligation or restriction when it enters this CSA, and will not knowingly assume during the Term any obligation or restriction, that interferes with or conflicts with, or could present a conflict of interest concerning, the performance of the CSA Holder's obligations under this CSA;
- e. at the time of its execution of this CSA, there are no actions, causes of action, grievances, judgments, or orders outstanding or, to the knowledge of the CSA Holder, threatened against or affecting the CSA Holder or any of its assets that would, if adversely determined, have a material adverse effect on, or materially adversely restrict or impair its appointment in relation to the Goods or entry into any Order formed in accordance with this CSA;
 - f. the CSA Holder is not insolvent or at the brink of insolvency and is able to pay its debts as they become due in the ordinary course of business; and
 - g. the CSA Holder has no knowledge of any material fact or matter not disclosed to the Province, which if known by the Province, would reasonably be expected to deter the Province from entering into this CSA.

Article 8– INDEMNIFICATION

8.1 Indemnity

The CSA Holder must indemnify and save harmless the Province and the Province's employees and agents, from any loss, claim (including any claim of misappropriation or infringement of third party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this CSA 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 CSA Holder or by any of the CSA Holder's agents, employees, officers, directors, or subcontractors in connection with this CSA; or
- b. any representation or warranty by or on behalf of the CSA Holder being or becoming untrue or incorrect.

Article 9 – DISPUTE RESOLUTION

9.1 Dispute Resolution Process

In the event of any dispute between the parties arising out of or in connection with this CSA, 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 must be referred to and finally resolved by arbitration under the *International Commercial Arbitration Act* (BC), administered by the *Vancouver International Arbitration Centre* pursuant to its applicable rules.

9.2 Location of Arbitration

Unless the parties otherwise agree in writing, an arbitration under section 9.1 will be held in Victoria, British Columbia.

9.3 Costs of Arbitration

Unless the parties otherwise agree in writing or the arbitrator otherwise orders, the parties must share equally the costs of arbitration under section 9.1 other than those costs relating to the production of expert evidence or representation by counsel.

Article 10 – SUSPENSION AND EFFECT

10.1 Suspension

The Province may, at its sole discretion, as an alternative option before exercising any right of termination, suspend the CSA Holder's eligibility to provide Goods on written notice to the CSA Holder, if any:

- a. Purchaser terminates an Order for material breach; or
- b. event in section 11.2 occurs.

10.2 Suspension period

The period of suspension will continue until the CSA Holder satisfies the Province that the deficiency giving rise to the suspension has been rectified, unless this CSA ends earlier. For greater certainty, the rescission of the suspension will not result in the Term being extended for the same number of days as the period of suspension.

10.3 Effect of suspension

Suspension of this CSA under section 10.1 will not have the effect of automatically suspending any then existing Order.

Article 11 – TERMINATION AND EFFECT

11.1 Termination for Convenience

Either party may terminate this CSA for convenience (for any reason or for no reason), without liability to the other, on **90 days** written notice to the other.

11.2 Termination for Cause

The Province, at its sole discretion, may terminate this CSA with immediate effect by giving written notice to the CSA Holder of the particulars, if the CSA Holder:

- a. makes any un-remediable or fraudulent misrepresentation in this CSA or its Response to the RCSA leading to this CSA;
- b. makes any other misrepresentation (including negligent or innocent) in this CSA and that is not remedied within 30 days of written request;
- c. provides information to Purchasers that conflicts with any terms and conditions of this CSA;
- d. has had any Order terminated by any Purchaser for material breach within a 12 month period;
- e. directly or indirectly assigns this CSA without consent under section 12.5;
- f. experiences an Insolvency Event, but only to the extent such termination is not prohibited by the laws of Canada;
- g. ceases or threatens to cease to carry on business;
- h. fails to remit the administrative fee or any reports pursuant to Article 4, or fails to rectify any deficiencies in accordance with Article 4; or
- i. commits any material breach of this CSA not described in this section and that is not remedied within 30 days of written request.

11.3 Effect on Expiration or Termination

Upon the expiration or earlier termination of this CSA, the CSA Holder will no longer be eligible to receive any Purchase Requests or Orders.

The CSA Holder acknowledges and agrees that early termination of this CSA will not automatically terminate any existing Orders, which may continue in accordance with their respective terms.

11.4 Accrued Rights and Obligations

The expiration or termination of this CSA is without prejudice to any rights, obligations or remedies of either party accrued under this CSA before its expiration or termination.

11.5 Survival

Any unpaid collection and payment obligations and any other provisions of this CSA, which by their terms or nature, are intended to survive the end of this CSA or the completion of all Orders, will survive, including those provisions that are necessary for their proper interpretation. For greater certainty, any cross-references in the defined terms of Orders to the definitions in this CSA will survive.

Article 12 – MISCELLANEOUS

12.1 Electronic Signature

An electronic signature in or attached to or associated with an email will not satisfy a requirement that a document be in writing be executed or signed unless either:

- c. the signatory for or on behalf of the party signs by hand the writing that is then scanned and emailed as an attachment in PDF; or
- d. the email or writing specifies that it constitutes the electronic signature of the signatory for and on behalf of the party.

12.2 Notices

Any notice, consent, approval, demand or specified written communication given by either party to the other under this CSA must be in English and in writing unless otherwise set out and, if expressly required in this CSA, be signed, and will be deemed received on the date of delivery, if:

- a. delivered personally;
- b. delivered by pre-paid, recorded courier or equivalent postal delivery service and left with a receptionist or responsible employee of the party; or
- c. emailed:
 - i. in a format capable of being accessible and retained by the receiving party, without needing additional software, in a manner usable for subsequent reference, including being forwarded and printed; and
 - ii. verified received by written or automated receipt or electronic log;

to the address and for the attention of:

in the case of the Province

and

in the case of the CSA Holder

Despite the foregoing, if deemed receipt is not within 0830 to 1630 hours on a day other than a Saturday, Sunday or statutory holiday ("Business Hours") in the place of receipt, receipt will be deemed when Business Hours next resume in the place of receipt.

12.3 No Partnership or Agency

Nothing in this CSA authorizes or creates any employment, partnership, fiduciary or joint venture relationship, or any agency relationship between the CSA Holder and Province. Neither party may act contrary to this section.

12.4 Prohibition Against Committing Money

The CSA Holder must not in relation to its rights or obligations under this CSA commit or purport to commit the Province to any obligation or liability, including to pay any money, to any person, except as this CSA may specify.

12.5 Assignment by the CSA Holder

The CSA Holder must not novate, assign or transfer in whole or in part this CSA without the prior written consent of the Province.

12.6 Further Assurances

Each party will execute and deliver all such further documents and do all such further acts and things as the other party may reasonably require to give full effect to this CSA.

12.7 Transaction Costs

Each party is solely responsible for its own costs and expenses (including legal and accounting) incurred in connection with the negotiation, preparation, execution and delivery of this CSA, and all other documents prepared, executed or delivered under or pursuant to this CSA, including Orders.

12.8 Severability

If any part of this CSA or its application to any person or circumstance is illegal, invalid or unenforceable, the application of such part to any other persons or circumstances and the remaining parts will remain in effect provided the modified CSA remains operable.

12.9 Amendments

No amendment of this CSA is effective unless in writing and signed and delivered by, or on behalf of, the parties.

12.10 Waiver

A waiver of any right or remedy under this CSA is effective only if in writing signed by or on behalf of the waiving party and applies only to the party to which the waiver is addressed and the circumstances for which it is given and will not constitute a continuing waiver unless expressly stated in the writing.

12.11 Remedies

Unless specified otherwise, remedies are cumulative and remedies arising under this CSA do not exclude remedies provided by law.

12.12 Tax Verification

Any terms set out in the attached Appendix E apply to this CSA.

12.13 Entire Agreement

This CSA, including its Appendices and their schedules, and any documents incorporated by reference in it (excluding any and all Orders referencing this CSA), contains the entire agreement between the parties with respect to its subject matter, and supersedes any prior written or oral agreements, representations, warranties or undertakings between them with respect to its subject matter. Despite the foregoing, nothing in this section operates to limit or exclude liability for fraud or fraudulent misrepresentation, including in the CSA Holder's Response to the RCSA leading to this CSA.

12.14 English Language

This CSA is made only in the English language. Each document referred to in or referencing this CSA or to be delivered under it will be in the English language. If any document of a party requires translating into English, the party referencing or providing it will at its expense provide an English translation, which will prevail in case of any conflict over the other language version.

12.15 Governing Law and Jurisdiction

This CSA, including any modification made pursuant to it, and any disputes or claims arising out of in connection with its subject matter are governed by, and to be interpreted and construed in accordance with the laws of the province of British

Columbia and the federal laws of Canada applicable in the province, notwithstanding any choice of law rules. The CSA Holder irrevocably consents to jurisdiction and venue in the courts of British Columbia.

12.16 Counterparts

This CSA and any modification that requires both parties to sign may be executed in any number of counterparts, each of which, when executed and delivered by a method provided for delivering notices under this CSA and actually received, is an original, and all of which together have the same effect as if each party had signed the same document.

AGREED by the parties through their duly authorized signatories on the dates below.

For, and on behalf of legal entity

For, and on behalf of **His Majesty the King in right of the Province of British Columbia**, as represented by the Minister of Citizens' Services

By: _____
Sign

By: _____
Sign

Print Name

Print Name

Title

Title

Date

Date

Appendix A - Goods

Part 1 – Goods

The following are the Goods that are in scope of this RSCA:

Seedling Fertilizer will be in the form of teabags. Seedling Fertilizer will have Waterproof 100 count waterproof/ plastic packaging and the 100 count bags within a 10 to 20 count of waterproof/ plastic bags.

Seedling Fertilizer Teabags

1. Forest Pak PHP: 10 grams biodegradable planting packet containing a blend of:
20% total Nitrogen, 10% available Phosphoric Acid, 8% Soluble Potash
Also containing (micro-nutrients) combined Sulphur, Magnesium, Copper and Boron.
2. Chilcotin Worm Pak: 20 grams biodegradable planting packet containing a blend of:
15% nitrogen, 4% phosphorous, 5% Potash
3. Other teabag fertilizer formulation(s) that are available:
Silva Pak PHP 25-10-5 (9g);
SCHIRP Pak PHP 26-21-0 (10g);
Continuem PHP 18-9-9-6 (10g);
Gilbert Smith PHP 18-10-10 (10g);
Chilcotin Pak PHP 17-5-7 (10g);
Hydration Pak PHP 16-8-5 (10g);
Silva Worm Blend 19-8-3 (20g); and
Alder Pak 5-25-8 (30g).

PHP (planting hole placement) teabags can be planted in the same hole as the seedling.

All fertilizer and supplement products imported or sold with in Canada will be in accordance with the Canadian Food Inspection Agency (CFIA), Fertilizer Act and Regulations including the heavy metal standards.

A Purchaser may request a specific delivery time in order to coordinate with planting contractors. The Purchase will identify any specific delivery requirements at time of order.

Part 2 – Fees

Attached separately

Appendix D – Subcontractors

Appendix E –Tax Verification

1. In this Appendix:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this CSA, the CSA Holder provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the CSA Holder must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this CSA, the CSA Holder acknowledges and agrees that any extension or renewal of this CSA is conditional upon the Province having, or receiving from the CSA Holder in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.