

CORPORATE SUPPLY ARRANGEMENT



THIS CORPORATE SUPPLY ARRANGEMENT is made the **7th** day of **November, 2013**.

Company Name

Tel:

Contact Name

(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 THE PUBLIC SECTOR ENTITIES, 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 "F", Section 6;
- b) **"Administration Requirements"** means those requirements set out in Schedule "F";
- c) **"Contract"** means the contract that is formed on receipt by the Offeror of a Draw Down for the Services described in the Draw Down, and which is on the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc, as may be updated from time to time, and which includes as Schedules to the General Services Agreement the completed Schedules A, B, C, and D attached to the CSA, and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2 (c);
- d) **"Contractor"** means the Offeror who is in receipt of a Draw Down requesting the Services under this CSA;
- 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) **"Offeror"** means **Company Name**;
- h) **"Offeror's Representative"** means the representative and designated back-up assigned by the Offeror to administer the CSA;
- i) **"Prices"** means the prices for the Services set out in Schedule "B" to the CSA;
- j) **"Province"** means Her Majesty the Queen in Right of the Province of British Columbia and includes Procurement Services and any ministries of the Province;
- k) **"Province Representative"** means Sol Reeve, Procurement Specialist, or such other individual designated from time to time by the Province to administer this CSA on behalf of the Province;
- l) **"Public Sector Entity"** or **"Entities"** means an eligible broader public sector organization listed at the Procurement Services' website that is eligible to issue a Draw Down against a CSA;
- m) **"Purchaser"** means the Province or a Public Sector Entity that has issued a Draw Down;
- n) **"Procurement Services"** means the Procurement Services Branch, Ministry of Citizens' Services; and
- o) **"Services"** means those services described in Schedule "A".

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

EXPIRY

- 2.1 This CSA will expire on **November 6, 2016** unless withdrawn in accordance with section 3.1 (F) or Section 9, or renewed by the Province for up to two 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 establishment of this CSA does not oblige the Province or any Public Sector Entity to authorize or order all or any of the 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 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) the Contract will be on the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc, as may be updated from time to time, and will include as Schedules to the General Services Agreement the completed Schedules A, B, C, and D attached to this CSA and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2;
 - e) the Province and any Public Sector Entity each reserves the right to procure the specified 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 a written addendum between 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 "F";
- k) if the Offeror offers a lower Price to others in the British Columbia public sector for substantially the same services and terms and conditions of a Contract 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", and the Province will determine, in its sole discretion, whether to accept such changes; and

CORPORATE SUPPLY ARRANGEMENT - PUBLIC SECTOR ENTITIES

- 3.2 With respect to Draw Downs by Public Sector 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 the Province's General Services Agreement, including the Schedules, to the extent necessary to address the Public Sector Entity's specific travel reimbursement and other policies, insurance, indemnification, limitation of liability requirements, privacy, confidentiality and security requirements. All changes to the terms and conditions of the General Services Agreement are to be set out in an addendum to the CSA entered into with the Offeror; and
 - (d) the Offeror reserves the right to refuse to enter into an addendum as contemplated in

subsection (c) that would vary the terms and conditions of the Contract from that set out in this CSA.

then the order of precedence will be (a) and then (b), unless the Offeror and a Public Sector Entity have entered into an addendum revising the terms of the General Services Agreement in accordance with section 3.2(c) of this CSA, in which case, any terms in such addendum stated to apply notwithstanding the terms of the General Services Agreement will take precedence.

DRAW DOWN MECHANISM

- 4. The Services may be ordered by various methods, including: in person, telephone, facsimile, or email, so long as a written Draw Down is presented that includes at a minimum:
 - (a) the reference number for this CSA;
 - (b) the name/description of the Purchaser;
 - (c) the specified quantity of the Services that are being ordered; and
 - (d) the maximum amount payable for the Draw Down.
- 5. Draw Downs against a CSA paid for with the Province’s Corporate Purchasing card must be accorded the same Prices and be subject to the same terms and conditions as any other Draw Down.
- 6. If the Purchaser establishes a Draw Down to the Offeror prior to the expiry of this CSA and receives the Services, then the Purchaser 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,

GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF SERVICES

- 8. The terms and conditions contained in the Province’s General Service Agreement, a copy of which can be found at http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc, and Schedules A to D of this CSA will constitute the full and complete agreement (the “Contract”) between the parties. In the Province’s General Service Agreement, “you” means the Contractor and “we” means the Purchaser.

NOTIFICATION OF WITHDRAWAL

- 9. 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.
- 10. The Offeror will fulfil any Draw Downs made before the expiry of such notice period.

SIGNED by the Offeror

(Authorized Signatory)

Print Name

Title

SCHEDULE A SERVICES

“The Services” means design consultation related to converting roadway and exterior lighting from existing technologies to newer higher efficiency technologies including, but not limited to, Light Emitting Diode (LED) lights, with or without adaptive controls.

1.1 General Requirements

The Contractor will:

- Invoice the Province or Public Sector Entities in accordance with Schedule B.

1.2 Travel

Travel expenses will be reviewed and pre-approved by the Purchaser on a case by case basis prior to the assignment. To be eligible to claim travel, meal and accommodation expenses the Consultant will be outside their headquarters area (32 kilometres from where they ordinarily perform their duties). Travel to and from the province of British Columbia will not be reimbursed.

Pre-approved travel expenses will be reimbursed at the Province of British Columbia’s Group Two travel rates as published [here](#).

1.3 Lighting Design Consultation

Contractors will provide services which may include, and are not necessarily limited to, the following:

- identifying and recording roadway lighting parameters as defined by the Illuminating Engineering Society of North America (IESNA);
- using industry standard software to produce models that demonstrate fixture performance in specified location(s);
- identifying other criteria specific to LED roadway or exterior lights for the purposes of procurement;
- Preparing specifications;
- Analysis of proposed products through:
 - Design Lighting Consortium Pre Qualified Products List
 - SEAD Street Lighting Evaluation Tool (Note: Consultants will be required to attend a workshop to learn how to use the SEAD Tool – it is expected that the workshop will be offered in the lower mainland in November 2013 – details to be provided. The workshop will be free of charge, travel to attend the workshop will not be reimbursed.)
- Making recommendations to Purchasers;
- Assisting with field trials if required. Overview testing for selected luminaires and complete reports for installations at various locations; and
- Design assistance and project management through implementation stage.

- Consultants may also be required to offer design services related to other high efficiency lighting technologies.

1.4 Requests for Service

A written statement of work requesting the Services will be prepared by the Purchaser, which will specify:

- Purchaser's name and contact information;
- Description of assignment, which may include but is not necessarily limited to:
 - Project type (replacement of existing lighting or new design);
 - Performance expectations e.g. levels, uniformity, applicable IES standards, trespass limitations, etc.
- Location of assignment;
- Term of assignment; and
- Any other details pertinent to the assignment.

SCHEDULE B FEES AND EXPENSES

Hourly Rates:

Hourly rates as quoted will be inclusive of all expenses and overhead, other than pre-approved travel. Notwithstanding published hourly rates Purchasers may request fixed fee quotes for specific assignments.

The Contractor is to invoice the Purchaser upon full completion of a specific Draw Down. For Draw Downs 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.

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 their appropriate staff members are available as required. For Draw Downs issued by the Province pre-approved travel expenses will be reimbursed at the Province of British Columbia's Group Two rates (see www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/10_Travel.htm#1037).

**SCHEDULE C
APPROVED SUBCONTRACTORS**

Not Applicable

SCHEDULE D

INSURANCE

1. The Contractor, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000. inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured;
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause.
 - (b) Professional Errors and Omissions Liability Insurance protecting the Contractor, its insurable Sub-Contractor(s) and their respective servant(s), agent(s) or employee(s) against any loss or damage arising out of the professional services rendered by the Contractor, its Sub-Contractors and their respective servant(s), agent(s) or employee(s) under this Agreement. Such insurance shall be for an adequate amount acceptable to the Province, be endorsed to provide the Province with 30 days advance written notice of cancellation and shall in any event be not less than:
 1. Contract valued at \$0.00 to \$2.5 million: \$250,000.00 per occurrence and \$250,000.00 aggregate per term;
 2. Contract valued at \$2.5 million to \$7.5 million: \$500,000.00 per occurrence and \$500,000.00 aggregate per term;
 3. Contract valued at \$7.5 million to \$15.0 million: \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate per term; or
 4. Contract valued over \$15.0 million: negotiated; but not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate per term.

Structural, Mechanical, Electrical and Civil Sub-Contractors Insurance coverage to be based on the value of their scope of work. All other specialty Contractors to carry a minimum of \$250,000.00 Errors and Omissions Insurance despite the value of their scope of work.
 - (c) Automobile Liability insurance on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Contractor, its sub-Contractor(s) and their respective servant(s), agent(s), or employee(s) under this Agreement. Such insurance will be for an adequate amount acceptable to the Province and will in any event be not less than two million dollars (\$2,000,000.00) inclusive of any one accident.
2. The Contractor will ascertain that all sub-Contractor(s) employed by the Contractor carry insurance in the form and limits specified in paragraphs 1(a), 1 (b) and 1 (c) above, and will provide evidence of the policies upon Province request.
3. All insurance described in paragraph 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
4.
 - (a) Within 10 working days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance
 - (b) If the insurance polic(ies) expire before the end of the term of this agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal polic(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance
 - (c) Notwithstanding paragraph 4(a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
5. The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

6. The Contractor, and any approved sub-Contractors, must be registered with WorkSafe BC and must maintain Worksafe BC coverage for the term of this Agreement. The Contractor must insert the WorkSafe BC registration number on the first page of this Agreement, at the bottom of the page in the Contractor information section. If the Contractor, or any approved subContractor, is exempt from WorkSafe BC coverage, the Contractor must provide evidence of such exemption to the Province in the form of a letter, on WorkSafe BC letterhead, from the Employer Service Centre Assessment Department of Worksafe BC.

SCHEDULE E

PRIVACY PROTECTION SCHEDULE

Not applicable.

SCHEDULE F

ADMINISTRATIVE REQUIREMENTS

The Contractor will comply with the following administrative requirements and procedures:

PROCUREMENT SERVICES CSA CONTACTS

1. For further information or clarification please contact:

Representative (Province):
Soledad (Sol) Reeve, Procurement Specialist
Email: Procurement@gov.bc.ca

REPORTING PROCEDURES

Monthly Draw Down Reports

2. Offeror is required to submit Drawdown reports to Procurement Services. Draw Down reports must be submitted on a monthly basis.
3. Monthly Draw Down information must be sent by email by the Offeror to:

Wendy.Webb@gov.bc.ca

4. The report must contain at a minimum:
 - CSA #;
 - Purchaser
 - Service(s) ordered
 - Quantity ordered
 - Total price for individual Draw Downs

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

CSA#	Month	Offeror Name		
Purchaser Name	Services	Quantity	Pre-tax Price	
			Pre-tax Total	
			1% remittance	

5. The Offeror shall provide a monthly report regardless of whether or not any Draw Downs are received in that month, and in each monthly report will provide an explanation for any missing data.

Quarterly Fee Remission

6. **Administration Fee.** Each quarter, the Contractor must submit to Procurement Services Branch a cheque for one percent of all sales (exclusive of taxes and travel expenses) that were reported to

Procurement Services on the monthly 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 Procurement Services Branch copies of the Draw Down to verify accuracy. Procurement 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 Procurement 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 G
SECURITY SCHEDULE

Not applicable.