

GSA SERVICES AGREEMENT

THIS GSA SERVICES AGREEMENT (“Agreement”) made

BETWEEN:

CANADIAN COMMERCIAL CORPORATION
50 O’Connor St.—Suite 1100
Ottawa, Ontario K1A 0S6
(hereafter called "CCC")

AND:

(hereafter called “**the Supplier**”)

WHEREAS:

- A. CCC is an agency of the Government of Canada and part of its mandate is to assist in the development of trade between Canada and other nations and to assist Canadian exporters in exporting goods and services from Canada.
- B. CCC provides a variety of trade-related services to assist Canadian exporters in exporting goods and services from Canada, including CCC’s General Services Administration (“GSA”) offering.
- C. The background of GSA procurement is as follows:

The U.S. government buys more than U.S. \$300 billion annually in goods and services, ranging from computer equipment to leased vehicles to military systems to office space rentals and building services to travel. GSA has seen a steady growth in the Schedules program, which is responsible for upwards of U.S. \$35 billion in procurements . For each major category of acquisition (computers, furniture, pharmaceuticals, etc.), there is a schedule identifying what products are available, at specific GSA negotiated prices, where procurement officers throughout the U.S. government can place purchase orders. In order to receive a contract schedule award, a company must make a detailed submission, including pricing information that proves, to the satisfaction of the GSA, that the offer provides the lowest cost to the U.S. government. Once a schedule contract award is achieved, U.S. federal government buyers are allowed to place orders against that supplier’s schedule award.

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- D. Under CCC's GSA offering, CCC will complete, with the Supplier's assistance, the submission, which the Supplier will then forward to the relevant GSA office (the "**Submission**") for consideration for GSA Schedule contract award.
- E. The Supplier wishes to engage the services of CCC, as agreed upon below.

NOW THEREFORE the Parties hereto agree with each other as follows:

Services

1. The Supplier will provide the CCC with the information CCC requires to complete the Submission.
2. The Supplier will provide its own information as requested by CCC in a timely manner.
3. The completed draft Submission will be sent by CCC to its Washington, D.C. based consultants for peer review of the Submission prior to the Supplier sending completed documentation to GSA.
4. Upon review, additional changes may (or may not) be required to the Submission.
5. After review, CCC will deliver the Submission to the Supplier. The Supplier will submit the Submission to the GSA directly under its signature.
6. All correspondence and issues related to the Submission received from GSA by the Supplier will be shared with CCC, who may share this information with its Washington consultants, for the purpose of moving the Submission forward with GSA.
7. The Supplier understands that having a contract award does not guarantee that the Supplier will receive business from the GSA. The Supplier recognizes that having a GSA Schedule award is a pre-requisite to being able to do business with the U.S. federal government agencies and departments that use the GSA Schedules in their buying strategies. The Supplier further agrees that it is its responsibility to continue to market and sell to U.S. government agencies after successful GSA contract award.
8. The Supplier is aware of the responsibilities of having a GSA contract award. Some of these include the requirement to sell a minimum volume each year to maintain their schedule status; the requirement to post their information on the web site designated by the GSA contracting officer; to report its quarterly sales to the GSA, and pay the quarterly Industrial Funding Fee (IFF), in U.S. dollars, at the prevailing rates; maintain the basis of best customer pricing levels as they may change over time; and be completely open and honest on all dealings with the buyers and GSA contracting authorities.
9. The Supplier also understands that it can take months to obtain its GSA Schedule contract award or other communications from GSA based on heavy volumes, completeness of Submissions, and GSA's own internal processes, which are outside the control of the CCC.
10. The Supplier understands that not all submissions to the GSA will result in a Schedule contract award.

Payment

11. In consideration of CCC providing the services described herein,

- (a) The Supplier agrees to pay the sum of CDN \$18,500 plus GST or \$17,500 + GST for CCC's services by selecting one of the following methods:
 - i) Pay in full \$17,500 + GST – cheque to be attached to this agreement, or
 - ii) \$6,500 + GST with signed agreement; \$6,000 + GST due when submission is ready to be sent to GSA; \$6,000 + GST 60 days thereafter, or
 - iii) \$9,250 + GST with signed agreement; \$9,250 + GST when submission is ready to be sent to GSA;
- (b) Such fees are non-refundable in the event the GSA rejects, or fails to accept, the Supplier's Submission; and
- (c) Upon successful GSA contract award being received by the Supplier, the Supplier agrees to retain the CCC for a period of 5 years, or as long as their schedule award lasts within the first 5 years, for an amount of CDN \$2,500 per year, plus GST, payable annually in advance. The Supplier understands that of this annual fee, a significant portion will be provided to the Coalition for Government Procurement, a Washington, D.C. based association of GSA Schedule award holders, in their corporate name, to ensure that the company has a marketing and business intelligence service. The balance of the fee specified in this paragraph is to be used by CCC to help sustain and improve the service, provide for supplier education seminars and other services defined by CCC.

12. The CCC fees are exclusive of travel costs. If the Supplier requests that CCC travel in respect of the Submission, the Supplier agrees to pay CCC's travel costs. Travel costs are determined in accordance with the CCC travel policy, which is based on the federal government travel directive.

General Conditions

13. The Parties agree that General Conditions-GSA Services Agreement attached hereto shall form part of this Agreement.

IN WITNESS WHEREOF this GSA Services Agreement has been executed by the duly authorized officers of the Parties.

CANADIAN COMMERCIAL CORPORATION

(Supplier Name)

Per: _____

Per: _____

Name: _____

Name: _____

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Title: _____

Title: _____

Date: _____

Date: _____

**GENERAL CONDITIONS
-GSA SERVICES AGREEMENT**

1. **Confidentiality** Each Party shall use all information regarding the other Party's business which the other Party has identified as being of a proprietary or confidential nature, solely for the purpose of this Agreement. Such information shall be kept confidential for an unlimited period of time and shall not be disclosed except for the purpose of providing the agreed-upon services, unless the prior written consent to disclosure of the Party who has supplied the information is obtained or the disclosure is legally required.

2. **Termination**
 - 2.1 Either Party may terminate this Agreement by giving written notice to the other Party.
 - 2.2 In the event of termination by the Supplier under Section 2.1, the Supplier shall pay to CCC any amounts owing, including invoiced amounts and amounts to be invoiced, as of the date of termination.
 - 2.3 In the event of termination by CCC under Section 2.1 prior to the delivery of the Submission to the Customer, CCC's liability to the Supplier shall be limited to repayment of the first installment, less any CCC fees for CCC personnel, plus disbursements, associated with processing the application. In the event of termination by CCC under Section 2.1 subsequent to the filing of the Submission, the Supplier ceases to have any further payment obligations to CCC.

3. **Limitation of Liability/Indemnity**
 - 3.1 The liability of CCC, whether in contract, tort or otherwise, to the Supplier under this Agreement shall not exceed the amounts paid by the Supplier to CCC in respect of the CCC fees. CCC shall not be liable to the Supplier for indirect or consequential damages or for the Supplier's loss of profit.
 - 3.2 The Supplier shall indemnify and save harmless CCC in respect of any loss, liability, costs, claims, demands, proceedings, taxes, charges, fines, sanctions, penalties and expenses of whatsoever nature or kind, arising, suffered or incurred by CCC as a result of any action or claim that may be made by any third party against CCC arising out of or occasioned in any way by the provision of the agreed-upon services to the Supplier.

4. **Governing Law** This Agreement shall be interpreted in accordance with the applicable laws in force in the province of Ontario and the federal laws of Canada.

5. **Dispute Settlement** In the event of any dispute between the Supplier and CCC under this Agreement, the Parties shall attempt to settle the matter amicably. In the event that the matter is not so settled and either Party wishes to pursue the matter further, it shall be referred to arbitration in accordance with the *Commercial Arbitration Act* (R.S.C.1985, c.17, 2nd Supp.). The arbitration decision shall be final and binding upon the Parties.

6. **No Corruption** The Supplier warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of CCC or Her Majesty in right of Canada for, or with a view to, the entering into this Agreement.

7. **No Partnership, etc.** The Parties hereto expressly disclaim any intention to create a partnership, joint venture or joint enterprise. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of either CCC or the Supplier shall constitute or be deemed to constitute CCC and the Supplier as partners, joint venturers or principal and agent in any way for any purpose. The Supplier shall not represent itself or hold itself out to be an agent of CCC. Neither Party hereto shall have any authority to act for or to assume any obligations or responsibility on behalf of the other Party hereto without the prior written consent of the other Party.
8. **Assignment** This Agreement shall not be assigned in whole or in part by either Party without the express prior consent in writing of the other Party.
9. **Waiver** A waiver of the breach of any provision of this Agreement shall not be binding upon either Party, unless it is in writing and signed by the waiving Party and delivered to the other Party. A waiver by a Party of any provision of this Agreement shall not constitute a continuing waiver, or a waiver of one or any of the other provisions, unless such waiver shall specifically provide otherwise.
10. **Enurement** This Agreement shall enure to the benefit of and be binding upon the Supplier and CCC and their respective successors and permitted assigns.
11. **Notices** Any notice from one Party to the other shall be in writing and shall be delivered to their representatives at the addresses specified in this Agreement.
12. **Invalid Provisions** If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.
13. **Entire Agreement** This Agreement constitutes the entire agreement between the Supplier and CCC pertaining to the agreed-upon services and supersedes all previous agreements, negotiations and documents pertaining thereto.
14. **Excusable Delay** Neither Party shall be held responsible for any delay or default due to any cause beyond the reasonable control of that Party.
15. **Survival of Terms**

Sections 1, 2.2, 2.3, 3, 4 and 5 of these General Conditions-GSA Services Agreement shall survive termination of this Agreement.