## M E M O R A N D U M OF U N D E RS T A N D I N G

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| --- | --- | --- | --- |
| **MOU Agreement Number:** |  | **Date:** | [Click to Select Date] |

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| --- | --- | --- | --- | --- | --- | --- |
| **The Ministry of Citizens’ Services, Procurement Services Branch (Strategic & Advisory Services) and the Ministry of \_\_\_\_\_\_\_\_\_\_ (the Ministry) agree to the following:**   1. Strategic & Advisory Services (Services) are required by the Ministry, and within the terms of this Memorandum of Understanding (MOU), will be provided by Procurement Services Branch. 2. Procurement Services Branch confirms that Services will provide at the hourly rates specified on the attached Appendix Aplus expenses\* to an estimated maximum total amount of $\_\_\_\_\_\_\_\_   Travel time to and from Ministry locations will be included in the hourly billing. When overtime is requested by the Ministry and approved by Procurement Services Branch, the hourly rate will be twice the amount indicated in Appendix A for those overtime hours.   1. The Ministry acknowledges that Services are requisitioned in accordance with the authority delegated by their deputy minister and certifies that an appropriation and sufficient funds are available and that Services will be charged against the following expenditure coding for electronic chargeback purposes: | | | | | | |
|  | Client | |  | Responsibility Center | |  |
| Service Line | |  | STOB | |  |
| Project Code | |  | Ministry Expense Authority (please print or type name): | | |
| Courier Name & Account #: | |  |  | | |
| 1. An electronic chargeback will be processed on the last day of each month. A Notification of Charges will be emailed to the Ministry contact upon completion of each electronic chargeback. | | | | | | |
|  | The Procurement Services Branch contact is: (director or manager name) | | |  | | |
|  | Email: |  | | Phone: |  | |
| Although the individual named in this section is primarily responsible for the agreement, it is understood that other Procurement Services Branch staff or contractors may provide services to the Ministry, on an as, if, and when basis and the appropriate hourly rate and charges will apply. | | | | | | |
|  | The Ministry contact is: | | |  | | |
|  | Email: |  | | Phone: |  | |
| 1. Strategic & Advisory Services will, in consultation with the Ministry, assist or conduct Services as per the Summary of Activities, referred to in Schedule 1 and subsequent Schedules, if applicable. The parties may mutually agree to update and/or amend any or all of the tasks in a Schedule from time to time as relevant to the Services required. A mutually agreed work plan may be prepared following the signing of this MOU. 2. Any additional Services will be provided either through written confirmation, or through a separate, specifically negotiated Schedule. Services requested exceeding the amount specified in this MOU will be provided through written confirmation or a written amendment to this MOU. 3. If Procurement Services Branch requires an opinion from Legal Services Branch (Legal Services) related to a project being undertaken on behalf of the Ministry, the Ministry will have the option of either:  * Requesting that the opinion be obtained from the Ministry’s own legal counsel, in which case legal counsel will invoice the Ministry directly; or, * Agreeing to a pass-through of Legal Services’ costs, separate from the amount of this MOU, if Procurement Services Branch obtains the opinion from its legal services representative in the Ministry of Attorney General.  1. The Ministry may terminate this MOU with ten (10) days written notice to Procurement Services Branch. Any outstanding chargebacks will be processed. 2. The Ministry may put the project on hold for a maximum of 30 days. If no further activity has occurred during this time, Procurement Services Branch may process the MOU as complete. Any outstanding chargebacks will be processed   \* Definitions of Expenses:   * all pre-approved travel-related expenses at applicable government rates of reimbursement unless advised by the Ministry of any travel-related expense limitations; * legal services charges (see section 9 above); * courier service of documents, as required; * recording/transcription of meeting services; * business meeting expenses, as requested by the Ministry; and * other expenses as requested by the Ministry. * Note: Incidentals such as photocopying will not be charged. | | | | | | |

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| **Ministry Expense Authority** | **Procurement Services Branch Authority** |
| Name: | Name: |
| Signature: | Signature: |

## A P P E N D I X A

Procurement Services Branch is an operational unit of Shared Services BC and operates on a fully cost-recoverable basis.  Strategic & Advisory Services is one of the servicing units of Procurement Services Branch. The following fee structure is intended to recover the cost of operations and overhead:

## S C H E D U L E 1

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| **MOU Agreement Number:** |  | **Date:** | [Click to Select Date] |
| **Project Reference Number:** |  | | |
| **Strategic & Advisory Services Contact:** |  | **Email:** |  |
| **The Ministry contact:** |  | **Email:** |  |

**Summary of Activities** (Please indicate: **L** – lead; **S** – support; N/A; in columns 4 & 5)

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| --- | --- | --- | --- | --- | --- |
| **Steps** | **Procurement Services (Phase)** | **Tasks** | **Strategic Advisory Services- PSB** | **Client** | **All Services requested or as needed** |
| 1 | Procurement Planning | a) perform needs assessment, develop business case, perform risk assessment; | N/A | N/A |  |
|  | b) assist with development of terms of reference documentation for ministry approval; | N/A | N/A |
| 2 | Pre Award and Solicitation | c) identify and develop procurement strategy; | N/A | N/A |
|  | d) research, edit, create, review, comment and provide input into solicitation documents; | Support | Lead |
|  | e) chair vendor/proponent meetings; | N/A | N/A |
|  | f) respond to vendor/proponent enquiries, in consultation with Ministry staff; | N/A | Support |
|  | g) create, edit, review and provide input into the evaluation plan and booklets; | N/A | N/A |
|  | h) provide advice during evaluations; | N/A | N/A |
|  | i) evaluate submissions (only when necessary); | N/A | N/A |
| Choose an item. | j) chair evaluation consensus meetings; |  | N/A |
|  | k) review and provide input into scoring overviews and synopsis of evaluation notes; | N/A | N/A |
|  | l) notify proponents of evaluation results/short-listed results; | N/A | N/A |
|  | m) create, review and provide input into the presentation plan and booklet; | N/A | N/A |
|  | n) chair short-listed presentation meeting(s); | N/A | N/A |
|  | o) post and close solicitation; | N/A | N/A |
| 3 | Award | p.) assist with preparation of briefing notes and summary of the procurement process; | N/A | N/A |
| q) participate in proponent debriefings; | N/A | N/A |
| 4 | Contracting | r) assist with contract negotiations; | N/A | N/A |
| s) review and comment on contract; | N/A | N/A |
| t) draft contract documents; | N/A | N/A |
| 5 | Administration and Monitoring | u) provide administrative support for the procurement process; | N/A | N/A |
| v) maintain the original procurement file for future reference; | N/A | N/A |
| w) provide advice in support of ongoing contract management; | N/A | N/A |
| 6 | Post Contract Evaluation | x) provide advice/assist with contractor evaluation; | N/A | N/A |
| y) provide advice, review, and assist with post-contract evaluation report; | N/A | N/A |
| 7 | Vendor Relationship Management | z) provide support/advice for any vendor conflict resolution and/or vendor complaint processes; | N/A | N/A |