



CORPORATE SUPPLY ARRANGEMENT  
\*SAMPLE ONLY\*  
for  
Document Destruction

THIS CORPORATE SUPPLY ARRANGEMENT is made the 10th day of  
August, 2012

**\*SAMPLE ONLY\***

(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 for the Services on the terms and conditions set out in Schedules A, B, C, and D that is 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 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) "**Materials**" means the documents, records and other materials provided by the Purchaser to the Contractor for destruction as part of the Services;
  - h) "**Offeror**" means \*SAMPLE ONLY\* also identified as \*SAMPLE ONLY\*;
  - i) "**Offeror's Representative**" means the representative and designated back-up assigned by the Offeror to administer the CSA;
  - j) "**Prices**" means the prices for the Services set out in Schedule "A" to the CSA;
  - k) "**Province**" means Her Majesty the Queen in Right of the Province of British Columbia and includes Purchasing Services and any ministries of the Province;
  - l) "**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;
  - m) "**Public Sector Entity**" or "**Entities**" means an eligible broader public sector organization listed at the Purchasing Services' website that is eligible to issue a Draw Down against a CSA;
  - 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 Citizens' Services; and
  - p) "**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 3 years after the date of execution of this CSA unless withdrawn in accordance with section 3.1 (F) or Section 8, or in the case of a particular draw down only, in accordance

with section 31 of Schedule D; 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 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;
- e) 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;
- f) 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;
- g) any changes to this CSA are to be documented by way of a written addendum between the Offeror and the Province;
- h) 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;
- i) the Offeror will reimburse the Administration Fee in accordance with Schedule "C";
- j) if the Offeror offers a lower Price to others in the British Columbia public sector on the 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;

- k) 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, at its sole discretion, whether to accept such changes;
- l) the Offeror agrees that 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
- m) Individual Draw Downs must not exceed \$75,000.00.

## **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 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 of the Contract.

**DRAW DOWN MECHANISM**

- 4. The Services may be ordered by various methods, including: in person, telephone, facsimile, or email, so long as a 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 Province establishes a Draw Down to the Offeror prior to the expiry of this CSA and receives the 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 (i) and then (ii), unless the Offeror and a Public Sector Entity have entered into a Supplemental Agreement, in which case, the order of precedence will be: (i) this CSA, (ii) the Supplemental Agreement and then (iii) 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)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## REPORTING PROCEDURES

### Draw Down Reports

1. Offeror is required to submit Drawdown reports to Purchasing Services. Draw Down reports will be submitted on a monthly basis.
2. Monthly Draw Down information will be sent either by mail, courier, fax or email by the Offeror to:

Procurement Services Branch  
Ministry of Labour, Citizens' Services and Open Government  
Attn: Sol Reeve  
PO Box 9476 Stn Prov Govt  
Victoria BC V8W 9W6  
Fax: 250-387-7309  
Email: [Soledad.Reeve@gov.bc.ca](mailto:Soledad.Reeve@gov.bc.ca)

3. The report will contain at a minimum:  
CSA #;  
Purchaser  
Draw Down Form number;  
Service(s) ordered  
Quantity ordered  
Total price for individual Draw Downs

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

CSA #	Purchaser	Draw Down #	Services	Quantity	Price
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4. The Offeror will 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

5. **Administration Fee.** Each quarter, the Contractor will 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 monthly Draw Down report, including sales to any Public Sector Entity. The cheque will be payable to the Minister of Finance, and sent to the contact at the above noted address. The cheque will clearly identify each CSA and the months represented in the payment. The cheque will 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

6. Draw Down reports will be checked against the Purchasing Services Branch copies of the Draw

Down to verify accuracy. Purchasing Services will promptly notify Offeror of any discrepancy, who will be given one month to respond to or rectify the report.

7. 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.
8. 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 "A"**  
**DESCRIPTION OF SERVICES & PRICING**

**1. Service Lines and Services**

The Contractor will provide the following Service Lines

1. Off-site Records Destruction Services - secure pick-up of records from Purchaser's site and transportation to Contractor's plant for destruction.

**1.1. Service Line 1 - Off-Site Records Destruction Services**

Off-site Records Destruction Services will include the secure pick-up of records from Purchaser's site and transportation to Contractor's plant for destruction.

**1.1.1. Programs**

Off-site services will include the following three programs:

a) Container Program

The Contractor will provide the container program on a scheduled basis, and in addition may provide container services on an as, if and when requested basis. Contractor will provide secure containers that remain on Purchaser's site and are emptied as per the schedule outlined in Appendix D, and agreed upon at time of Draw Down.

- Typically, only a single container for each space will be required, however Purchasers have the option of requesting that several containers be delivered at the same time.
- The Contractor will provide only LOCKABLE containers in the following approximate capacities:
  - Large - 65 gallons / 90 kg
  - Small - 32 gallons / 45 kg
- Both sizes will be available;
- Lock design will be high security with a unique key or combination; and
- Containers will be made of materials, and be of such design, that when the container is locked documents placed in the container cannot easily fall out.
- Purchasers will be able to deposit records into secured container on Purchaser's site.
- The Contractor will make available two sets of keys for each lockable container. One set of keys will remain in the possession of the Contractor at all times. The second set of keys may be requested by the Purchaser.
- In the event that the Purchaser requests and accepts keys, the Purchaser will become responsible for the security of the contents between pickups;

- In the event that a Purchaser does not request keys and the Contractor is called to the site to unlock a container on behalf of a Purchaser a call out fee may be charged.

#### b) Bulk Program

Purchasers may request that the Contractor pick-up, transport and destroy bulk quantities of records on an as, if and when requested basis.

- The Purchaser is responsible for packaging the records in Purchaser-supplied, non-returnable file type boxes that are taped securely closed (e.g., either taped individually or stacked on pallets and securely shrink wrapped), and marked clearly for document destruction.
- The Contractor is responsible for loading all document containers or pallets for transport. If pallets are used the Contractor will replenish them at time of pick up.
- The bulk program applies only to records packaged in Purchaser-supplied boxes.

#### c) Large Volume Program

Purchasers may request that the Contractor pick-up, transport and destroy large volume shipments of records on an as, if and when requested only basis.

- The Contractor is not obliged to accept quantities of less than 330 boxes (4,545 kg / 10,000 lbs.) from a single location.
- The Purchaser will have the records ready for pick up in Purchaser-supplied, non-returnable file type boxes that are taped securely closed, stacked on pallets and securely shrink wrapped, and marked clearly for document destruction.
- The Contractor is responsible for loading all document containers or pallets for transport. If pallets are used the Contractor will replenish them at time of pick up.

### **1.1.2. Off-site Security Requirements**

In addition to any other provisions in this CSA relating to security and confidentiality, the Contractor will be required to meet the following security standards for off-site destruction services.

#### Pick Up

- A bill of lading identifying the number of boxes picked up will be created by the Contractor and acknowledged by the Purchaser at the time of pick-up. A paper copy may be left with Purchaser, or if the bill of lading is electronic the Contractor will provide the Purchaser with the option of requesting a paper copy. A copy of the bill of lading will be forwarded to the Purchaser with the certificate of destruction.

#### In Transit

- The cargo area of the Contractor's vehicle will be locked immediately after the Purchaser's records are loaded by the Contractor.

- Records are to be transported directly to the Contractor's facilities (which may include NAID certified Collection Facilities or Transfer Processing Stations) with no unnecessary delays or stopovers. In the event of emergency stops the Contractor will take reasonable steps to ensure that the security of the Contractor's vehicle is not compromised.

#### At Contractor's Site

- Under no circumstances is the Contractor to sell records before they are shredded.
- After destruction has occurred the Contractor will provide the Purchaser with a certificate of destruction containing:
  - the identification numbers of the containers if available, or at minimum, a count of the containers;
  - the date of destruction;
  - the signature of the person who conducted the destruction; and
  - a copy of the bill of lading created at time of pick up.
- Records will be shredded, if possible, within 24 hours of arrival at the Contractor's plant, and in any event within 72 hours after arrival at the Contractor's plant.

## **2. Geographic Areas**

The Contractor will provide On-site and Off-site Record Destruction Services in the following Geographic Area:

\*SAMPLE ONLY\*

Note: Services required on the Haida Gwaii (Queen Charlotte Islands) are not covered by this CSA.

## **3. General Requirements**

### **3.1. As, if and When Required**

The Contractor acknowledges and agrees that:

- (i) the Contractor will provide the Services on an as, if and when requested basis;
- (ii) no commitments or guarantees are made with respect to the number or value of Draw Downs that may be requested from the Offeror over the Effective Period; and
- (iii) the maximum value of any single Draw Down is not to exceed \$75,000.

### **3.2. Requests for Services**

The Contractor will respond within time frames committed to in the Appendix D included with this CSA.

All records destruction services will be carried out between the hours of 8:00 am and 4:00 pm local time Monday to Friday, unless otherwise agreed to by the Purchaser and the Contractor. If scheduled service day falls on a holiday, services will be scheduled on next business day.



All Services will be performed within Canada.

### **3.3. Effective Period**

The Effective Period of the CSA will be 3 years commencing from the date of execution of this CSA with an option to renew, at the sole discretion of the Province, for two additional one-year periods for which a price increase will be considered by the Province.

### **3.4. Certification**

The Contractor will be NAID certified for the duration of the Effective Period of the CSA, for paper or printed media destruction, including Mobile certification, and Plant-based certification for each plant where Services will be performed.

If the Contractor fails to maintain NAID certification during the Effective Period, the CSA will be cancelled. The Contractor will provide proof of continuing certification promptly upon request by the Province.

### **3.5. Shredding Standards**

The Contractor will reduce records to an end product that cannot be re-assembled or read. The Contractor will ensure all Materials are shred using a "cross cut" method. Records will be first shredded at a 15.875 mm (5/8") shred width x any length and then will be shredded a second time using a 9.525 mm (3/8") shred width x any length. Contractors may produce a smaller shred size, however larger shred sizes are unacceptable.

### **3.6. Pick up from Storage Facility**

Upon request by the Purchaser, the Contractor will pick up Materials from a designated storage facility, in accordance with the following:

- The Purchaser will contact the Contractor to make this request;
- The Contractor will contact the storage facility within two business days of the request to arrange for pick up; and
- The Contractor will pick up the records within one business week of contacting the storage facility, unless otherwise agreed to between the storage facility and the Contractor, in which case the Contractor will notify the Purchaser of the pick-up date and the reason for any delay.

### **3.7. Confidentiality**

- The Contractor acknowledges and agrees that the Materials are the confidential information of the Purchaser.
- The Contractor will not inspect, view, peruse, examine, copy or disclose any information, material, documents or other records or information of any kind forming part of or contained in the Materials.
- The Contractor will not disclose, release, transcribe or communicate to any third party any information otherwise coming to the attention of the Contractor as a result of this CSA.

- The Contractor will comply at all times with NAID certification standards, including without limitation all standards relating to confidentiality and security.
- The Contractor will be solely responsible for the security and confidentiality of all Materials from the time of removal from the Purchaser’s premises or the applicable storage facility.
- In the event of a violation of any provision of this CSA related to confidentiality, the Purchaser may immediately terminate any Draw Down between the Purchaser and the Contractor and the Province may immediately terminate the CSA with the Province.
- The Contractor will not provide access to any Material. If the Contractor receives a request for access to any of the Material from a person other than the Purchaser, the Contractor will advise the Purchaser immediately.

### **3.8. Employee Identification**

The Contractor will ensure that all employees are issued with photo identification cards and that they are worn at all times when on the Purchaser’s premises. Cards will contain:

- Contractor’s company name;
- Employee’s name;
- date of issuance; and
- expiration date.

### **3.9. Environmental Stewardship**

It is the Province’s expectation that the Contractor will conduct its business in a manner that demonstrates stewardship of environmental resources.

#### Disposal of Materials

- The Contractor will recycle paper and card based material after it has been shredded to the standard described in this CSA.

#### Container Cleaning

- The Contractor will ensure that all containers are clean, sanitized and odour-free at all times. The Province has a preference for Green Seal or Eco Logo environmentally certified cleaning products.

## **4. Pricing, Invoicing and Administrative Fee**

### **4.1. Pricing**

Refer to Schedule “F” Prices.

### **4.2. Invoicing**

The Contractor will submit a detailed monthly invoice to each individual Purchaser, showing the calculation of all charges for the month preceding the day on which the invoice is issued. Invoices

cannot be submitted until all work identified in the invoice is completed. For assignments that run for an extended period of time, the Purchaser may accept periodic invoices based on pre-determined performance milestones.

The following information will be included with the Contractor's invoices:

- a. Contractor's company name and contact information;
- b. Invoice number;
- c. CSA number;
- d. Purchasers' address;
- e. Number on Draw Down form (if available);
- f. Any Purchaser's Department's financial coding from the Draw Down form;
- g. Period in which services were rendered;
- h. Description of the services provided;
- i. A copy of bill of lading indicating the volume picked up or destroyed (i.e. number of containers or boxes, or volume in lbs., as appropriate);
- j. A signed copy of any completed certificate of destruction forms; and
- k. Total amount of invoice.

**4.3. Remittance of Administration Fee**

On a quarterly basis, all Contractors will be required to remit to Purchasing Services an Administration Fee equal to one (1) percent of the total value of each Draw Down received under the CSA for the preceding quarter, exclusive of applicable taxes, remitted as a lump sum for the quarter. The Administration Fee is not intended to be absorbed by the Contractor. All Respondents are to include the Administration Fee in the prices set out in their response.

Failure to submit a remittance cheque 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 the full amount of the remittance is received.

**SCHEDULE "B"  
ORDERING AND CONTACT INFORMATION**

<i>CONTACTS</i>				
	Name	Tel:	Fax:	Email:
Orders	<i>*SAMPLE ONLY*</i>	<i>*SAMPLE ONLY*</i>	<i>*SAMPLE ONLY*</i>	<i>*SAMPLE ONLY*</i>
Routing and scheduling	<i>*SAMPLE ONLY*</i>	<i>*SAMPLE ONLY*</i>	<i>*SAMPLE ONLY*</i>	<i>*SAMPLE ONLY*</i>
Customer service & invoicing	<i>*SAMPLE ONLY*</i>	<i>*SAMPLE ONLY*</i>	<i>*SAMPLE ONLY*</i>	<i>*SAMPLE ONLY*</i>

**SCHEDULE "C"**  
**ADMINISTRATIVE REQUIREMENTS**

The following are the administrative requirements and procedures applying to CSA# *\*SAMPLE ONLY\**.

**PURCHASING SERVICES CSA CONTACTS**

1. For further information or clarification, and for reporting procedures, please contact:

Representative (Province):  
Soledad Reeve, Procurement Specialist  
Email: [Soledad.Reeve@gov.bc.ca](mailto:Soledad.Reeve@gov.bc.ca)  
Phone: 250-387-7343

**SCHEDULE "D"**  
**GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF  
SERVICES ON THE CORPORATE SUPPLY ARRANGEMENT**

The terms and conditions contained in Schedules 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. Unless otherwise provided, 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. In connection with the provision of the Services, you must establish and maintain records of each Service provided pursuant to this Contract, including records, books of account, invoices, receipts and any particulars as are further described in **Schedule A**. You must permit us upon reasonable notice and at all reasonable times to inspect and copy all such records, books of account, invoices, receipts and other materials, provided that (i) such inspection shall occur only during Offeror's normal business hours, (ii) such inspection shall be conducted in a manner that will cause minimal interruption to Offeror's normal business operations, and (iii) the Province will comply with Offeror's reasonable safety and security procedures while on Offeror's premises.
9. You must treat as confidential all information provided by the Province or otherwise made available to you as a result of or in relation to the Services, and you agree to comply the privacy and security provisions described in Schedule A and all applicable law, including without limitation the *Freedom of Information and Protection of Privacy Act*.
10. 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.
11. 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.
12. You must comply with all applicable laws.
13. 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.
14. You must not assign any of your rights under this Contract without our prior written consent.
15. You must not sub-contract any of your primary 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.

16. 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.
17. You must not do anything that would result in personnel hired by you or a sub-contractor being considered our employees.
18. You must not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

## **PAYMENT**

19. 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.
20. 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".
21. 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.
22. 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.
23. Unless otherwise specified, all references to money are to Canadian dollars.
24. 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. If you are providing the Services to a Public Sector Entity, you are solely responsible for inquiring at the time of Draw Down about the application of GST to the particular Public Sector Entity.
25. 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**

26. We may terminate the Services for a particular Draw Down:
  - (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 "A" 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.
27. If you fail to comply with this Contract, we may terminate the Services and pursue other remedies as well.

## **GENERAL**

28. You are an independent Contractor and not our employee, agent, or partner.
29. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
30. This Contract is governed by and are to be construed in accordance with the laws of British Columbia.
31. Time is of the essence in this Contract.
32. 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.
33. 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.
34. No modification of this Contract is effective unless it is in writing and signed by the authorized representatives of the parties.

35. This Contract and any modification of it constitutes the entire agreement between the parties as to performance of the Services.
36. 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*.
37. Sections 6 to 10, 12, 14, 22, 23, 26 to 28 and 37 continue in force indefinitely, even after this Contract ends.
38. Schedules A, B C and D to the CSA are part of this Contract.
39. 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.
40. 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".
41. You represent and warrant to us that:
- a) you are a legal entity or 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.

**SCHEDULE "E"**  
**GEOGRAPHIC AREAS**

(Please see Appendix D included as file “\*SAMPLE ONLY\*”)

**SCHEDULE "F"**  
**PRICES**

ABBREVIATIONS for Pricing Schedules	
Metro	Lower Mainland, from Sunshine Coast to Hope
BC	Remainder of the Province
Islands	Victoria, Vancouver Island and Gulf Islands, including Powell River

**Off-Site Records Destruction Services**

\*SAMPLE ONLY\*