

CORPORATE SUPPLY ARRANGEMENT-SERVICES



THIS CORPORATE SUPPLY ARRANGEMENT is made the **DD** day of **Month, YYYY**

**[Offeror's name
Address,
Telephone & facsimile number
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) **"Business Location"** means the point where the Respondent has an established independent operation that includes a local business address, local city phone number and technical /service personnel.
- d) **"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, D, E **[if applicable]**, F, and G **[if applicable]** attached to the CSA, and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2 (c);
- e) **"Contractor"** means the Offeror who is in receipt of a Draw Down requesting the Services under this CSA;
- f) **"Corporate Supply Arrangement" or "CSA"** means this CSA;
- g) **"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;
- h) **"Offeror"** means **[Insert legal name]** also identified as **[Insert doing business as name if applicable]**;
- 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 "B" 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 **Name**, 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 on **Month, DD, YYYY** unless withdrawn in accordance with section 3.1 (F) or Section 9,, or renewed by the Province for up to **[insert number]** 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, D, E **[if applicable]**, F, and G **[if applicable]** 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
- 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 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.

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

SIGNED by the Offeror

(Authorized Signatory)

Print Name

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 (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.

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.pss.gov.bc.ca/psb/GSA/docs/GSA.doc>, and Schedules A to G 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.

Title

SCHEDULE "A"
SERVICES

SCHEDULE "B"
FEES AND EXPENSES

SCHEDULE "D"
INSURANCE

SCHEDULE E
PRIVACY PROTECTION SCHEDULE

SCHEDULE F
ADDITIONAL TERMS

ADMINISTRATIVE REQUIREMENTS

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

PURCHASING SERVICES CSA CONTACTS

1. For further information or clarification regarding:

Administration (Province):
Name, Procurement Specialist
Email: Name@gov.bc.ca
Phone: XXX-XXX-XXXX

Representative (Province):
Name, Procurement Specialist
Email: Name@gov.bc.ca
Phone: XXX-XXX-XXXX

REPORTING PROCEDURES

Monthly Draw Down Reports

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

Purchasing Services Branch
Shared Services BC
Attn: Insert Name/Procurement Specialist
Address line 1
Address line 2 VXX XXX
Fax: 250-xxx-xxxx
Email: Name@gov.bc.ca

4. The report must contain at a minimum:
CSA #;
Purchaser
Draw Down Form number;
Service(s) ordered
Quantity ordered

Total price for individual Draw Downs

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

CSA #	Purchaser	Draw Down #	Services	Quantity	Price
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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 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 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 Purchasing Services Branch copies of the Draw Down to verify accuracy. Purchasing 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 Purchasing 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