

CORPORATE SUPPLY ARRANGEMENT



THIS CORPORATE SUPPLY ARRANGEMENT is made the **30th** day of **March, 2012**

[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) **"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:
 - i) in the instance of purchasing Goods, on the terms and conditions set out in Schedule H of the CSA; or
 - ii) in the instance of purchasing Value Added Services, on the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at www.pss.gov.bc.ca/psb/gsa/gsa_index, as may be updated from time to time, and which includes the completed Schedules A through J [if applicable] attached to the CSA;
- 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 [Insert legal name] also identified as [Insert doing business as name if applicable];
- 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 Purchasing Services and any ministries of the Province;
- k) **"Province Representative"** means Soledad 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 Purchasing 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) **"Purchasing Services"** means the Purchasing 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 **March 31, 2015** unless withdrawn in accordance with section 3.1 (G) 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 obligate 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:
 - i) in the instance of purchasing Goods, the terms and conditions set out in Schedule H of the CSA (attached to this Addendum); or
 - ii) in the instance of purchasing Value Added Services, the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html, as may be updated from time to time, and will include Schedules A through J [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;
 - 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 "B", 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 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:

SIGNED by the Offeror

(Authorized Signatory)

Print Name

- 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

As, if and when requested provision of furniture and associated services to Purchasers across the Province of BC, as follows:

	Product types
Package A	Systems Furniture, Case Goods and Associated Services. Systems Furniture includes both freestanding and panel hung work surfaces, panels, work station storage units and all associated hardware and fitted accessories; Case goods includes free standing desks, work station storage units, height adjustable work surfaces and all associated hardware and fitted accessories.
Package B	Seating and Associated Services. Includes task, conference, guest, stacking and lounge seating, etc.
Package C	Tables, Filing Storage, Accessories and Associated Services. Tables include conference tables, flip top and folding tables, etc. Filing Storage includes file cabinets, vertical file lockers, etc. Accessories includes free standing white, tack and slat boards, lighting, etc.
Associated Services means, but is not limited to, provision of Resellers, shipping and installation, Purchaser consultation, warranty support, repair and maintenance, etc., and is further described in section 4.1.	

Contractor Responsibilities

The Contractor will:

- Provide Office Furniture and Associated Services through their authorized Resellers to Purchasers throughout the Province;
- Provide at least one Authorized Reseller in each of the five Major Centres: Vancouver, Victoria, Kamloops, Kelowna and Prince George, BC.
- Offer prices that are FOB Destination Installed within at least 40 km distance from each Authorized Reseller.
- Offer only furniture products that meet ANSI, BIFMA, and CSA performance standards.
- When products have electrical components, offer only products that are UL & CSA listed and meet the applicable requirements of the National Electrical Code/ Canadian Electrical Code.
- Invoice the Province and Public Sector Entities in accordance with Appendix 1, Schedule B.
- Name one individual who will represent the Offeror in submitting Draw Down reports (see Schedule F). This person will also serve as a single point of contact in the event of late remittance collections.

Environmental Certifications

Furniture sold through the CSAs will be:

- independently third-party certified as compliant with the ANSI/BIFMA e3 Furniture Sustainability Standard at level® 1, or
- certified C2C Silver.

Signed documentation of certification (by a third-party certification body licensed to participate in the BIFMA level® program, or by C2C Certification) will be requested from the successful Respondents. In the event there are not more than two Offerors with level® 1 or C2C Silver certification on a required type of product, the requirement for certification on the affected product type(s) may be waived.

Authorized Resellers

Refer to individual Offeror's "Resellers" link on website.

Value Added Services

Refer to individual Offeror's "Value Added Services" link on website.

SCHEDULE "B"
FEES AND EXPENSES

Pricing as described on the attached Schedule B will be firm for the initial term of the CSA, which commences on April 1, 2012 and ends on March 31, 2015.

Refer to individual Offeror's "Prices" link on website.

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/delivery milestones.

Invoices are to show costs and fees separately and are to include (but not be limited to) the following information:

- Invoice number;
- CSA number;
- Date goods provided/services performed;
- Unit costs, pre-tax total (including 1% Administrative Fee), grand total; OR
- Unit costs, pre-tax total, 1% Administrative Fee as separate line item, grand total.

SCHEDULE "C"
AUTHORIZED RESELLERS

Refer to individual Offeror's "Resellers" link on website.

SCHEDULE "D"

INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term 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 \$2,000,000.00 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;
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business 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 any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (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.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

SCHEDULE E
PRIVACY PROTECTION SCHEDULE

Not Applicable

SCHEDULE F

ADMINISTRATIVE REQUIREMENTS

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

PURCHASING SERVICES CSA CONTACT

1. For further information or clarification please contact:

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

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. Offeror will name one individual who will represent the Offeror in submitting Draw Down reports. This person will also serve as a single point of contact in the event of late remittance collections.
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: Sol Reeve, Procurement Specialist
PO Box 9476, Stn Prov Govt
Victoria, BC V8W 9W6
Email: Soledad.Reeve@gov.bc.ca
4. The report must contain at a minimum, in this suggested format, the following information:

Reseller Name				
CSA # and Manufacturer Name (e.g. CS000123, Excellent Office Furniture)				
Month that Draw Down Form report is for				
Purchaser Name	Invoice #	\$ Before Tax	\$ After Tax	
		\$ Total		Breakout of 1% due

5. 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

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 the Representative 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:

January, February, March

April, May, June

July, August, September

October, November, December

Is due:

April 30

July 31

October 31

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

Not Applicable

SCHEDULE H
TERMS AND CONDITIONS FOR DRAW DOWNS OF GOODS ON A CSA

- 1) In this Schedule H,
 - (a) “CSA” means **[insert CSA Number]**;
 - (b) “Draw Down” means a written draw down form issued by a Purchaser to the Offeror against the CSA for the provision of a specified quantity of Goods at the Prices set out in the CSA;
 - (c) “Entity” means a broader public sector organization listed at the Purchasing Services website that is eligible to issue a Draw Down against the CSA;
 - (d) “Goods” means the Goods described in Schedule “A” to the CSA;
 - (e) “Prices” means the prices as set out in Schedule “B” of the CSA;
 - (f) “Purchasing Services” means the Purchasing Services Branch of the Ministry of Citizens’ Services;
 - (g) “Purchaser” means the Province or an Entity that has issued a Draw Down; and
 - (h) "Contractor" means the Offeror under the CSA who is in receipt of a Draw Down requesting the Goods under the CSA.
- 2) In the event that a Draw Down is issued for Goods, the terms and conditions contained in this Schedule E will constitute the full and complete agreement between the parties (the “Agreement”).
- 3) The Contractor must promptly notify the Purchaser if the order cannot be filled.
- 4) The Purchaser reserves the right to cancel this Agreement, if promised or specified delivery is not met or if Goods fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor’s account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
- 5) The Purchaser has the right of inspection and approval of all Goods. Inspection by the Purchaser of advance samples will not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Purchaser and confirmed in writing.
- 6) The Contractor must indemnify the Purchaser against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Purchaser hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
- 7) The Contractor is an independent contractor and must indemnify, protect, and save harmless the Purchaser, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.

- 8) The Contractor must not change the Prices, terms or conditions of this Agreement without the prior written permission of Purchasing Services, unless section 3.2(c) of the CSA applies.
- 9) The Agreement is governed by the laws of the Province of British Columbia.
- 10) Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor, for Draw Downs made by the Province under this Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c.138, as amended from time to time (the "Act"), to enable the Purchaser, in any fiscal year or part thereof when any payment of money by the Purchaser to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 11) Time will be of the essence in this Agreement.
- 12) The Contractor must comply with all applicable laws in providing the Goods specified.
- 13) Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
- 14) In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
 - (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Unless the parties otherwise agree in writing, an arbitration or mediation will be held in Victoria, British Columbia.

Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration other than those costs relating to the production of expert evidence or representation by counsel.