

CORPORATE SUPPLY ARRANGEMENT CS-000xxx



THIS CORPORATE SUPPLY ARRANGEMENT is made the 22 day of January, 2018

**Supplier Name,
Address,
Contact:**
(the "Offeror")

HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE GOODS 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 "D", Section 6;
- b) **"Contract"** means the contract that is formed on receipt by the Offeror of a Purchase Document for the Goods described in the Purchase Document, and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2 (c), and which is:
 - i. in the instance of purchasing Goods, on the terms and conditions set out in Schedule E 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 <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates/general-service-agreement-information> as may be updated from time to time, and which includes the completed

Schedules A through J [if applicable] attached to the CSA.

- c) **"Contractor"** means the Offeror who is in receipt of a Purchase Document requesting the Goods and/or Services under this CSA;
- d) **"Corporate Supply Arrangement"** or **"CSA"** means this CSA;
- e) **"Goods"** means those goods described in Schedule "A";
- f) **"Offeror"** means xxxx;
- g) **"Offeror's Representative"** means the representative and designated back-up assigned by the Offeror to administer the CSA;
- h) **"Prices"** means the prices for the Goods and/or Services set out in Schedule "B";
- i) **"Province"** means Her Majesty the Queen in Right of the Province of British Columbia and includes Procurement Services and any ministries of the Province;
- j) **"Province Representative"** means Ruth-Ann Webster, Procurement Specialist, or such other individual designated from time to time by the

Province to administer this CSA on behalf of the Province;

- k) **“Public Sector Entity”** or **“Entities”** means a broader public sector organization listed at the Procurement Services’ website that has been qualified to issue a Purchase Document against a CSA, and also such organizations as may be qualified and added to the list from time to time;
 - l) **“Purchase Document”** means a written purchase document issued by a Purchaser to an Offeror against this CSA for the provision of a specified quantity of Goods at the prices set out in this CSA;
 - m) **“Purchase”** means to order Goods by way of a Purchase Document against the CSA;
 - n) **“Purchaser”** means the Province or a Public Sector Entity that has issued a Purchase Document;
 - o) **“Procurement Services”** means the Procurement 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).
- 1.3 Unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

EXPIRY

- 2.1 This CSA will expire on January 14, 2022 unless withdrawn in accordance with section 3.1 (G) or Section 8, 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 Goods from the Offeror;
 - b) a Contract is formed only on receipt of a Purchase Document by the Offeror;
 - c) a Purchase Document will form a Contract only for those Goods in respect of which a Purchase Document has been issued by a Purchaser, provided always that such Purchase Document is made in accordance with the provisions of this CSA;
 - d) the Contract will be on the terms and conditions set out in this CSA, including all Schedules 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 Goods 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 Purchases. 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 “D”;
- k) if the Offeror offers a lower price to others in the British Columbia public sector for substantially the same goods 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 Goods included in Schedule “A”, and the Province will determine, at its sole discretion, whether to accept such changes; and
- m) An individual Purchase must not exceed \$120,000.

CORPORATE SUPPLY ARRANGEMENT - PUBLIC SECTOR ENTITIES

- 3.2 With respect to Purchases 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 Purchase 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

- Purchase 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 E, to the extent necessary to address the Public Sector Entity's specific payment, insurance, indemnification, limitation of liability requirements, privacy, confidentiality and security requirements. All changes to the terms and conditions of Schedule E are to be set out in an addendum 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.

- 5. Purchases 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 Purchase.
- 6. If the Purchaser issues a Purchase Document to the Offeror prior to the expiry of this CSA and receives the Goods, then the Purchaser will pay to the Offeror the amounts payable as described in Schedule "B".
- 7. If there is any conflict or inconsistency among any of the provisions of the following documents:
 - a) this CSA; and
 - b) a Purchase Document,
 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 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 Schedule E will take precedence.

PURCHASE MECHANISM

- 4. The Goods may be ordered by various methods, including: in person, telephone, facsimile, or email, so long as a written Purchase Document is presented that includes at a minimum:
 - a) the reference number for this CSA;
 - b) the name of the Purchaser;
 - c) the description and specified quantity of the Goods that are being ordered; and
 - d) the maximum amount payable for the Purchase.

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 Purchase made before the expiry of such notice period.

SIGNED by the Offeror

(Authorized Signatory)

Title

Print Name

SCHEDULE "A"
GOODS and SERVICES

Schedule A in a password protected document.

SCHEDULE "B"
PRICES

Schedule B in a password protected document.

SCHEDULE "C"
ORDERING AND CONTACT INFORMATION

Schedule C in a password protected document.

SCHEDULE "D"
ADMINISTRATIVE REQUIREMENTS

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

PROCUREMENT SERVICES CSA CONTACTS

1. For further information or clarification regarding:

Representative (Province):
Ruth-Ann Webster, Procurement Specialist
Email: Procurement@gov.bc.ca
Phone: 250-387-7300

REPORTING PROCEDURES

Quarterly Purchase Reports

2. The Offeror will submit Purchase reports to Procurement Services on a quarterly basis as follows:

The Purchase report for:	Is due:
Quarter 1 (April, May, June)	July 31
Quarter 2 (July, August, September)	October 31
Quarter 3 (October, November, December)	January 31
Quarter 4 (January, February, March)	April 30

3. Quarterly Purchase reports will be sent via email to ruthann.webster@gov.bc.ca and include the CSA # in the subject line.
4. The Purchase reports will be in MS Excel format and completed in the form of the CSA Purchase report template as provided and updated from time-to-time by the Province.
5. The Offeror will provide a quarterly Purchase report whether or not any Purchase Documents are received in that quarter. Each quarterly Purchase report will provide an explanation for any missing data.

Quarterly Fee Remission

6. **Administration Fee.** Each quarter, the Offeror will submit to Procurement Services Branch a cheque for one percent of all sales (exclusive of taxes and transportation charges) that were reported to Procurement Services on the quarterly Purchase report, including sales to any Public Sector Entity. The cheque must be payable to the Minister of Finance, and sent to the following address:

Procurement Services Branch
PO Box 9451 Stn Prov Gov
Victoria BC V8W 9V7

The cheque must clearly identify each CSA and the months represented in the payment. The cheque must be submitted no later than 1 month following the end of each quarter as follows:

The fee for:	Is due:
Quarter 1 (April, May, June)	July 31
Quarter 2 (July, August, September)	October 31
Quarter 3 (October, November, December)	January 31
Quarter 4 (January, February, March)	April 30

7. Purchase reports may be checked against provincial financial records to verify accuracy. Procurement Services shall promptly notify the Offeror of any discrepancy, who 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 Procurement 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 "E"
ADDITIONAL TERMS AND CONDITIONS FOR PURCHASES ON A CSA FOR GOODS

- 1) In this Schedule E,
 - a) "CSA" means CS-000933;
 - b) "Purchase Document" means a written purchase document 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 that has been qualified to issue a Purchase Document against the CSA and is listed at the Procurement Services website;
 - 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) "Procurement Services" means the Procurement Services Branch of the Ministry of Citizens' Services;
 - g) "Purchaser" means the Province or an Entity that has issued a Purchase Document;
 - h) "Supplier" means the Offeror under the CSA who is in receipt of a Purchase Document requesting the Goods under the CSA; and
 - i) "Services" means the services described in Schedule "A" to the CSA.
- 2) In the event that a Purchase Document is issued for Goods, the terms and conditions contained in this CSA and all Schedules will constitute the full and complete agreement between the parties (the "Agreement").
- 3) The Supplier 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 Supplier'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 Supplier 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 Supplier must indemnify the Purchaser against any claim of any person, firm, or corporation alleging that the sale by the Supplier to the Purchaser hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
- 7) The Supplier 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 Supplier, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.

- 8) The Supplier must not change the Prices, terms or conditions of this Agreement without the prior written permission of Procurement Services, unless section 3.2(c) of the CSA applies.
- 9) Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Supplier.
- 10) The Supplier must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Supplier or the Province having entered into this Agreement.
- 11) The Agreement is governed by the laws of the Province of British Columbia.
- 12) Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Supplier, for Purchases 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 Supplier 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.
- 13) Time will be of the essence in this Agreement.
- 14) The Supplier must comply with all applicable laws in providing the Goods specified.
- 15) Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
- 16) 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 Mediate BC Society Mediation Rules; 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.

Appendix 1 – Goods List

Appendix 1 in a password protected document.

Appendix 2 – Services Available

Appendix 2 in a password protected document.

Appendix 3 – Repairs, Warranty, Returns/Cancellations

Appendix 3 in a password protected document.