

# **CORPORATE SUPPLY ARRANGEMENT**

## **FOR THE SUPPLY OF OFFICE FURNITURE**

### **(which includes chairs, workstations, casegoods and filing systems)**

THIS CORPORATE SUPPLY ARRANGEMENT is made the 4<sup>th</sup> day of July, 2007

(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 SUCH OTHER ENTITIES AND ON THE TERMS AND CONDITIONS, DESCRIBED BELOW.**

**THE OFFER IS AS FOLLOWS:**

#### **DEFINITIONS**

1. In this Corporate Supply Arrangement:
  - a) "Administrative Requirements" means those requirements set out in Schedule "C";
  - b) "Agreement" means the binding agreement, the terms of which are set out in Schedule "D", entered into by the Offeror and the Province, which enables the Province to acquire the Goods set out in the Draw Down Form for the Prices set out in Schedule "A";
  - c) "Authorised Reseller" means those resellers authorized by the Offeror to receive Draw Downs from an Entity pursuant to this Corporate Supply Arrangement and are set out in Schedule B;
  - d) "Draw Down Form" means any form of the Province that lists this Corporate Supply Arrangement Reference Number and the Goods set out in Schedule "A" and is sent to the Offeror;
  - e) "Entity" means any ministry of the Province, corporation owned or controlled by the Province, and all government boards, agencies and commissions, including all "government bodies" as defined in the Financial Administration Act (B.C.), all "public institutions" as defined in the Procurement Services Act (B.C.) and any entities constituted or substantially funded by the Province in the public interest, as may be added at the sole discretion of the Province from time to time;
  - f) "Goods" means those goods described in Schedule "A";
  - g) "Corporate Supply Arrangement" means the Offeror's offer to supply the Goods on the terms and conditions set out herein in Schedule "D";
  - h) "Prices" means the prices as set out in Schedule "A" payable for the Goods and related services;
  - i) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
  - j) "Purchasing Services Branch" means the Purchasing Services Branch of the Ministry of Labour & Citizens' Services;
  - k) "Offeror's Representative" means \_\_\_\_\_ who is the representative assigned by the Offeror to oversee the Corporate Supply Arrangement.

- l) "Representative (Province)" means **Shirley Waldon** or such other individual designated from time to time by the Province to oversee this Corporate Supply Arrangement on behalf of the Province;
- m) All references to dollars, currency, and money shall mean Canadian dollars (\$CAD).

## EXPIRY

- 2. This Corporate Supply Arrangement will expire on **July 31, 2011** unless withdrawn in accordance with paragraph 7.

## THE CORPORATE SUPPLY ARRANGEMENT

- 3. The Offeror understands and agrees that:
  - a) an Agreement is formed on receipt by the Offeror of the Draw Down Form;
  - b) there is no contractual obligation on either party until a draw down is made. This CSA lays out the terms of the offer, including the terms and conditions that will govern any subsequent draw-downs. A CSA is not a contract and an Offeror may withdraw from a CSA by written notification to the Province. However, all draw-downs received by an Offeror prior to withdrawing are legally binding and must be honoured. No Offeror will acquire any legal or equitable rights or privileges relative to the Goods or services until the Draw Down Form is received. The terms and conditions laid out in this CSA will apply to the draw-down. A separate contract is created each time a draw down is made against a CSA. Should an Entity cancel a draw down, the order may be subject to restocking charges as deemed appropriate by the Offeror.
  - c) a Draw Down Form will form an Agreement only for those Goods and related services that have been specified in the Draw Down, provided always that such Draw Down is made in accordance with the provision of this Corporate Supply Arrangement and including Schedule "C" and "D";
  - d) the issue and distribution of this Corporate Supply Arrangement does not oblige the Province to authorize or order all or any of the Goods, described in this Corporate Supply Arrangement;
  - e) an Entity will pay to the Offeror the Prices and any applicable sales taxes for the Goods that have been specified on the Draw Down;
  - f) an Entity reserves the right to procure the Goods and Related Services by any other means it deems necessary including the use of other Contracts, or by other contracting methods;
  - g) the Province's liability shall be limited to that which arises from an Agreement made prior to the expiry date described in paragraph 2;
  - h) the Province reserves the right to set aside this Corporate Supply Arrangement, for whatever reason, and not make it available for any Draw Downs. The Province shall promptly notify the Offeror of such action;
  - i) no change to this Corporate Supply Arrangement will be valid unless it is by way of an addendum signed by both the Offeror and the Province;
  - j) the terms and conditions set out in Schedule "D" will apply to each Agreement;
  - k) neither Entities utilizing the Corporate Supply Offeror nor the Offeror will be required to agree to any other terms or conditions than those set out in Schedule "D";
  - l) the Offeror will not apply restrictions regarding the Entities wishing to use the Corporate Supply Arrangement;
  - m) at the request of the Representative (Province), the Offeror will provide pricing grids and other relevant information in hard copy or in a mutually agreeable electronic format;
  - n) the Representative (Offeror), 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 Corporate Supply Arrangement;

- o) the Offeror will not, over the duration of the Corporate Supply Arrangement, offer a lower Price to other buyers, or, if a lower Price is offered to others, it will also apply to this agreement;
- p) the Offeror will provide the Representative (Province) with 30 days written notice of any changes to the list of Authorized Resellers, included in Schedule B.
- q) the Offeror will ensure that the Authorized Resellers and the Offeror meet and comply with the Administrative Requirements;
- r) if a Authorized Reseller(s) does not meet and comply with the Administrative Requirements, the Province may delete that Authorized Reseller(s) from the list of authorized Authorized Resellers provided or updated by the Offeror pursuant to subparagraph (r) of this paragraph, thereby making that Authorized Reseller(s) unavailable to receive Draw Downs from Entities;
- s) the Offeror agrees that the property and/or services ordered/purchased through this agreement are for the sole use of, and are being purchased by the Province of British Columbia, with Crown funds, and are not subject to the goods and services tax. However, the application of GST may apply differently to Crown Corporations and other public organizations and the Offeror should inquire at the time of order the application of GST; and

#### **DRAW DOWN MECHANISM**

- 4. The Programs and related Services may be ordered by issuance of a Draw Down.
- 5. The Offeror will treat as valid any Draw Down that is on a completed order form and includes the following:
  - (a) this Corporate Supply Arrangement Reference Number;
  - (b) the Entity's purchase order number; and
  - (c) the Goods and Services set out in Schedule "A" that are being ordered and applicable fees.
- 6. Draw Downs against a Corporate Supply Arrangement paid for with the Province's acquisition card will be accorded the same prices and terms and conditions as any other draw-down.
- 7. If there is any conflict or inconsistency among any of the provisions of the following documents:
  - (a) this Corporate Supply Arrangement; and
  - (b) a Draw Down,
 then the order of precedence will be (a) and then (b).

#### **NOTIFICATION OF WITHDRAWAL**

- 8. In the event that the Offeror wishes to withdraw this Corporate Supply Arrangement, the Offeror will provide no less than thirty (30) days' prior written notice to the Representative (Province), and such withdrawal of this Corporate Supply Arrangement will not be effective until receipt of such notification by the Representative (Province) and the expiry of such notice period.
- 9. The Offeror agrees to fulfil any Draw Downs, which may be made before the expiry of such notice period.

## REPRESENTATIONS

10. The Offeror represents and warrants to the Province that:
- (a) it is a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and is fully legally authorized, licensed and permitted to provide the Programs and the Services;
  - (b) it has the power and capacity to enter into the Agreement and to comply with each and every term and condition in the Agreement;
  - (c) all necessary proceedings have been taken to authorize the execution and delivery of the Agreement by the Offeror;
  - (d) all statements, representations or information, whether oral or written, made, furnished or given by the Offeror, its directors, officers or anyone acting on behalf of the Offeror, to the Province in connection with this Corporate Supply Arrangement and the Agreement are materially correct and accurate;
  - (e) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its condition or its ability to fulfil its obligations under this Corporate Supply Arrangement or the Agreement;
  - (f) it is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfil its obligations under this Corporate Supply Arrangement;
  - (g) it has filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, has complied with all workers compensation legislation and other similar legislation to which it is subject, and has paid all taxes, fees, and assessments due as of the date of this Corporate Supply Arrangement;
  - (h) it is not in breach of any law, statute, regulation, or by-law applicable to its operations;
  - (i) it holds all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct its business; and
  - (j) it has, and will provide and maintain throughout the term of this Corporate Supply Arrangement, sufficient staff, servants, employees, subcontractors, materials and appropriate resources in place and available to it to fully perform and provide their obligations under this Corporate Supply Arrangement in a proper and timely manner.
11. All representations, warranties, covenants and agreements made in this Agreement are material and the Province has relied on them, notwithstanding any prior or subsequent investigation by the Province.

## CSA ADMINISTRATION FEE

12. The Offeror must submit one (1%) percent of all sales and/or services (exclusive of delivery charges and taxes) as shown on draw down reports to Purchasing Services Branch each quarter and as set out in Schedule "C", paragraphs 8, 9 & 10 as an CSA administration fee. This administration fee will apply to all government ministries as well as other public sector entities (including Crown Corporations, municipalities, school districts, universities and regional health boards). The Province, at its sole discretion may during the term of the contract, change the Administration Fee percentage.

For greater certainty, the administration fee associated with this CSA is a user fee, whose cost is borne by the Province and other Entities accessing the CSA, but collected by the Offeror on Purchasing Services behalf. The fee may be listed as a separate line item, but must be included in the CSA total price. It is not intended to be absorbed by the Offeror.

**IN WITNESS WHEREOF** the undersigned extends this Corporate Supply Arrangement on the date first above written.

**SIGNED** by the Offeror

\_\_\_\_\_  
(Print Name)

Original signed copy on file  
(Authorized Signatory)

\_\_\_\_\_  
(Title)

July 4, 2007  
(Date)

## SCHEDULE "C"

### ADMINISTRATIVE REQUIREMENTS

The following are the requirements and procedures pursuant to the Corporate Supply Arrangement Number ("CSA") wherein the Offeror offered to provide to Her Majesty the Queen in right of the Province of British Columbia (the "Province") and other Entities as specified in the CSA certain goods and services.

#### PURCHASING SERVICES BRANCH – CSA CONTACTS

1. For further information or clarification regarding:

**Administration:**

Shirley Boon, CSA Coordinator

Email: [Shirley.Boon@gov.bc.ca](mailto:Shirley.Boon@gov.bc.ca)

Phone: 250-828-4322

**Representative (Province):**

Shirley Waldon, Purchasing Agent

Email: [Shirley.Waldon@gov.bc.ca](mailto:Shirley.Waldon@gov.bc.ca)

Phone: 250-387-7327

#### DRAW DOWN REPORTING PROCEDURES

2. Offeror is solely responsible for providing all Draw Down information to Purchasing Services Branch. Draw Down reports must be submitted on a monthly basis, no later than one month after the end of the prior month. For example: the January report must be received no later than February 28 (or 29, if a leap year); the February report must be received no later than March 31, and so on.
3. Monthly Draw Down information must be sent either by mail, fax or electronically by the Offeror to:

Ministry of Labour & Citizens' Services  
Purchasing Services Branch  
Attn: Shirley Boon  
203E – 2<sup>nd</sup> Floor  
Law Courts Building  
455 Columbia St  
Kamloops BC V2C 6K4  
Fax: 250-371-3890  
Email: Shirley.Boon@gov.bc.ca

4. A monthly report must contain at a minimum:

CSA #;  
Entity;  
Draw Down form number;  
Part number ordered;  
Quantity ordered;  
Price.

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

CSA #	Entity	Draw Down #	Item	Part #	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 other missing data

#### VERIFICATION

6. Draw Down reports will be checked against the Purchasing Services Branch copies of the Draw Downs to verify accuracy. Purchasing Services Branch shall promptly notify the Offeror of any discrepancy, and will be given ten (10) business days to respond to or rectify the report.

#### CSA ADMINISTRATION FEE

7. The Offeror must submit the CSA Administration Fee, currently one (1%) percent, of all orders made on Draw Downs (exclusive of taxes) shown on Draw Down reports to the Purchasing Services Branch each quarter as set out in paragraph 9 below as an CSA administration fee. The cheque must clearly identify the CSA number, list the months represented in the payment, and be made payable to the

“Minister of Finance”,

and be sent to:

Shirley Boon, Supply Chain Management Clerk  
Purchasing Services Branch  
203E – 2<sup>nd</sup> Floor, Law Courts Building  
455 Columbia St  
Kamloops BC V2C 6K4

8. The administration fee for:  
  
January, February and March **is due April 30**;  
April, May and June **is due July 31**;  
July, August and September **is due October 31**; and  
October, November and December **is due January 31**.
9. For greater certainty, the administration fee associated with this CSA is a user fee, whose cost is borne by the Province and other Entities accessing the CSA, but collected by the Offeror on Purchasing Services Branch behalf. The fee may be listed as a separate line item, but must be included in the CSA total price. It is not intended to be absorbed by the Offeror.
10. 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.
11. Failure to submit a reimbursement cheque within two months of the end of the quarter in which sales were reported, may result in the CSA being suspended until such time as reimbursement is received.

## SCHEDULE "D"

### GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF GOODS ON A CORPORATE SUPPLY ARRANGEMENT:

- 1) In this schedule, the "Province" means the Entity and the "Contractor" means the Offeror.
- 2) The terms and conditions contained in this schedule and the Draw Down Form will constitute the full and complete agreement between the parties (the "Agreement").
- 3) The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services 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.
- 4) The Province has the right of inspection and approval. Inspection by the Province of advance samples shall 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 Province and confirmed in writing.
- 5) The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
- 6) The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province, 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.
- 7) The Contractor must not change prices, terms or conditions without the prior written permission of the Corporate Supply Arrangement Administrator.
- 8) The Agreement is governed by the laws of the Province of British Columbia.
- 9) Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the 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 Province, in any fiscal year or part thereof when any payment of money by the Province 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.
- 10) The Contractor must not provide any goods or services to any person, which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
- 11) Time will be of the essence in this Agreement.
- 12) The Contractor must comply with all applicable laws in providing the goods/services specified.
- 13) Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
- 14) The Province is dedicated to successful negotiation with the Contractor to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure. The place of arbitration will be Vancouver, British Columbia, Canada.