



CORPORATE SUPPLY ARRANGEMENT **# 000**

Galvanized Steel Pipe & Pipe Arches

THIS CORPORATE SUPPLY ARRANGEMENT is made the ____ day of _____, 2009.

(the "Offeror")

HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE GOODS OR SERVICES DESCRIBED IN SCHEDULE "A", TO THE PROVINCE AND OTHER ENTITIES DEFINED HEREIN ("Purchasers") AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS DESCRIBED BELOW.

THE OFFER IS AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Corporate Supply Arrangement:

- a) "Administrative Requirements" means those requirements set out in Schedule "C";
- b) "Contract" means the binding agreement on the applicable Terms and Conditions entered into by the Offeror and a Purchaser that is formed on receipt by the Offeror of a written Draw Down during the Term;
- c) "Contractor" means the Offeror who is in receipt of a Draw Down;
- d) "Corporate Supply Arrangement" or "CSA" means this Corporate Supply Arrangement which is the Offeror's offer to supply the Goods at the prices set out in Schedule "A";
- e) "Draw Down" means a written draw down form issued by an Entity to the Offeror against this CSA for the provision of a specified quantity of Goods or Services at the prices set out in this CSA;
- f) "Entity" means those eligible entities listed in the Purchasing Services' Website;
- g) "Goods" means those Goods and related services described in Schedule "A";
- h) "Offeror Representative" means the representative and designated back-up assigned by the Offeror to administer the CSA;
- i) "Prices" means the prices set out in Schedule "A";
- 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 the individual listed in Schedule "C", or such other individual designated from time to time by the Province to administer this CSA on behalf of the Province;
- l) "Purchaser" means the Province or other Entity that has issued a Draw Down;
- m) "Purchasing Services" means the Purchasing Services Branch of the Ministry of Labour and Citizens' Services;
- n) "Services" means those Services described in Schedule "A";
- o) "Term" means the period set out in Section 2.1; and
- p) "Terms and Conditions" means:
 - (i) in respect of a Contract for Goods, the terms and conditions set out in Schedule "D1".

1.2 All references to dollars, currency, and money will mean Canadian dollars (\$CAD).

2.0 TERM

2.1 This CSA will expire on three years from initiation, unless withdrawn in accordance with Section 3.1(g) or Section 5 or renewed by mutual consent of the parties

3.0 CORPORATE SUPPLY ARRANGEMENT

3.1 The Offeror understands and agrees that:

- a) the issue of this CSA does not oblige the Province or any other Entity to authorize or order all or any of the Goods or 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 Goods or 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) a Purchaser will pay to the Offeror the Prices and any applicable sales taxes for the Goods or Services that have been specified in the Draw Down;
- e) the Province and any Entity each reserves the right to procure the Goods or Services by any other means, including the use of other contracts, or by other procurement or contracting methods;
- f) the liability of a Purchaser will be limited to that which arises from a Contract;
- 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 an addendum signed by both the Offeror and the Province;

- i) neither an Entity utilizing the CSA nor the Offeror will be required to agree to any terms or conditions other than those set out in this CSA;
- j) the Offeror Representative 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 from this CSA;
- k) if the Offeror offers a lower Price to others 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 agrees that Goods or 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 Purchasers other than the Province 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 Entity;
- m) ministry Draw Downs exceeding \$100,000.00 must be approved by Purchasing Services prior to being processed by the Offeror.

4.0 DRAW DOWN MECHANISM

- 4.1 Goods or Services may be ordered by issuance of a Draw Down.
- 4.2 The Offeror will treat as valid any Draw Down that is issued during the Term that includes the following:
 - (a) the CSA Reference Number;
 - (b) the Purchaser's purchase order number; and
 - (c) the specified quantity of the Goods or Services that are being ordered.
- 4.3 Draw Downs against a CSA may be paid for with the Province's acquisition card.
- 4.4 If the Province issues a Draw Down to the Offeror prior to the expiry of this CSA and receives the Goods or Services, then the Province will pay to the Offeror the amounts payable as described in Schedule "A".
- 4.5 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).

5.0 NOTIFICATION OF WITHDRAWAL

- 5.1. 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.
- 5.2. The Offeror will fulfil any Draw Downs made before the expiry of any such notice period referred to in Section 5.1.

SIGNED by the Offeror

(Authorized Signatory)

Title

SCHEDULE "C" ADMINISTRATIVE REQUIREMENTS

The following are the administrative requirements and procedures applying to CSA (Number).

PURCHASING SERVICES CSA CONTACTS

1. For further information or clarification regarding:

Administration of this CSA, contact:
Shirley Boon
Email: Shirley.Boon@gov.bc.ca
Phone: 250-828-4322

For all other matters, contact the Province Representative:
Jerry Gauthier, Procurement Specialist
purchasing@gov.bc.ca Attn: Jerry Gauthier in subject line
250-387-7320

DRAW DOWN REPORTING PROCEDURES

2. The Offeror is solely responsible for providing all Draw Down information to Purchasing Services. Draw Down reports must be submitted **to the Administration Contact listed in Section 1 of this Schedule** on a monthly basis.
3. Monthly Draw Down information must be sent either by mail, fax or electronically by the Offeror to:

Purchasing Services Branch
Minister of Labour and Citizens' Services
Attn: Shirley Boon
2nd Floor, 455 Columbia Street
Kamloops BC V2C 6K4
Fax: 250-371-3890
Email: Shirley.Boon@gov.bc.ca

4. The report must contain at a minimum:

CSA #;
Entity
Draw Down Form number;
Item(s) ordered
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 quarterly report will provide an explanation for any other missing data.
6. Each quarter the Offeror must submit to Purchasing Services Branch a cheque for one percent of all sales (exclusive of taxes and delivery charges) that were reported to Purchasing Services on the quarterly draw down report, including sales to any Entity. The cheque must be payable to the Minister of Finance, and sent to Shirley Boon, Supply Chain Management Clerk, Purchasing Services Branch, 2nd Floor 455 Columbia Street, Kamloops, BC V2C 6K4. 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 Downs 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 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 "D1"
TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS ON A
CORPORATE SUPPLY ARRANGEMENT FOR GOODS:

- 1) In this Schedule D1,
 - (a) "CSA" means #000
 - (b) "Supplier" means the Offeror under the CSA who is in receipt of a Draw Down;
 - (c) "Draw Down" means a written draw down form issued by a Purchaser against a CSA for the provision of a specified quantity of Goods at the Prices;
 - (d) "Entity" means those entities eligible to make a Draw Down against the CSA as listed on the Purchasing Services' website;
 - (e) "Goods" means the goods described in Schedule "A" to the CSA;
 - (f) "Prices" means the prices as set out in Schedule "A" of the CSA;
 - (g) "Purchasing Services" means the Purchasing Services Branch of the Ministry of Labour and Citizens' Services, of the Province of British Columbia; and
 - (h) "Purchaser" means the Province or an Entity that has issued a Draw Down.
- 2) In the event that a Draw Down is issued, the terms and conditions contained in this Schedule D1 will constitute the full and complete agreement between the parties (the "Agreement"). In the event of a conflict, the CSA will govern.
- 3) In this Schedule D1, the "Contractor" means the Offeror who is in receipt of a Draw Down and "Purchaser" means the Province or an Entity that has issued a Draw Down.
- 4) The terms and conditions contained in this Schedule D1, the Draw Down, and the CSA will constitute the full and complete agreement between the parties (the "Agreement"). In the event of a conflict, the CSA will govern.
- 5) 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.
- 6) 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 Entity and confirmed in writing.

- 7) 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.
- 8) 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.
- 9) The Contractor must not change prices, terms or conditions of this Agreement without the prior written permission of the Purchaser.
- 10) The Agreement is governed by the laws of the Province of British Columbia.
- 11) Notwithstanding any other provision of this Agreement, the payment of money by the Purchaser to the Contractor 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.
- 12) Time will be of the essence in this Agreement.
- 13) The Contractor must comply with all applicable laws in providing the Goods specified.
- 14) Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
- 15) 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 under the *Commercial Arbitration Act*. The place of arbitration will be Victoria, British Columbia, Canada.