



## STANDING OFFER AGREEMENT

THIS **AGREEMENT** dated for reference the **XX** day of **XXX**, 2025

**BETWEEN:**

SUNSHINE COAST REGIONAL DISTRICT  
(hereinafter called the "Regional District")

**AND:**

**XXX**  
(hereinafter called the "Contractor ")

**THE OFFEROR HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE GOODS DESCRIBED IN SCHEDULE "A", TO THE SUNSHINE COAST REGIONAL DISTRICT.**

### **1. DEFINITIONS**

1.1 In this Standing Offer:

- a) "Contractor" means the Offeror who is in receipt of a Draw Down requesting the Services under this Standing Offer.
- b) "Draw Down" means a written purchase order or agreement issued by a Purchaser to a Contractor under this Standing Offer for a defined quantity of Services at the agreed-upon Prices.
- c) "Goods or Services or Services" means those Goods or Services or Services described in Schedule "A" of this Agreement or as specified in a Draw Down.
- d) "Offeror" means the Contractor who has submitted and been approved under this Standing Offer.
- e) "Offeror's Representative" means the representative by the Offeror to administer the SO;
- f) "Prices" means the rates and fees for the Services as detailed in this Agreement or its Schedules.
- g) "Purchaser" means an authorized representative of the Regional District who is entitled to issue a Draw Down.

- h) "Regional District" means the Sunshine Coast Regional District;
- i) "Representative" or "Regional District" means any employee of the Regional District designated to oversee this Standing Offer on behalf of the Regional District;
- j) "Services" means the work, deliverables, or outcomes described in this Schedule "A" of this Agreement or as specified in a Draw Down.
- k) "Standing Offer" or "SO" means this agreement to provide Goods or Services or Services or services on an as-required basis under the terms specified herein.

1.2 All references to currency or monetary values refer to Canadian dollars (\$CAD), unless otherwise specified. All references to dollars, currency, and money must mean Canadian dollars (\$CAD).

## 2. EXPIRY

2.1 This Standing Offer will effective for the period of [COMMENCEMENT DATE] to [EXPIRATION DATE] unless withdrawn in accordance with section 5. This Standing Offer will be for a three (3) year period with the option to renew up to an additional two (2) additional years at the sole discretion of the Regional District.

## 3. STANDING OFFER – GENERAL TERMS

3.1 The Offeror makes the Offer set out in this SO on the following understandings:

- a) A Standing Offer is formed on receipt by the Offeror of the Draw-Down Form;
- b) There is no obligation on either party until a Draw-Down is made. This Standing Offer lays out the terms of the offer, including the terms and conditions that will govern any subsequent Draw-Downs.
- c) A Standing Offer is not a Contract and an Offeror may withdraw from a Standing Offer by providing 60 days written notification to the Regional District. However, all Draw-Downs received by the Offeror prior to withdrawing are legally binding and must be honoured.
- d) No Offeror will acquire any legal or equitable rights or privileges relative to the Goods or Services until the Draw-Down Form is received.
- e) A separate agreement is created each time a Draw-Down is made against the Standing Offer.
- f) The issue and distribution of this Standing Offer does not obligate the Regional District to authorize or order all or any of the Goods or Services or Services, as described in Schedule "A";
- g) A Draw-Down will form a Contract only for those Services in respect of which a Draw-Down has been issued by Purchasing, provided always that such Draw Down is made in accordance with the provisions of this SO;
- h) The Regional District will pay to the Offeror the prices and any applicable taxes for the Goods or Services or Services that have been specified on the Draw-Down;
- i) The Regional District's liability shall be limited to that which arises from a Standing Offer, made prior to the expiry date described in paragraph 2.1;
- j) The Regional District reserves the right to procure the specified Goods or **Services or Services or Services** by any other means it deems necessary including the use of other Standing Offers, standing offers, or by other methods;
- k) The Regional District reserves the right to set aside this Standing Offer, for whatever reason,

and not make it available for any Draw-Downs. The Regional District will promptly notify the Offeror of such action;

- l) No change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Offeror and the Regional District; and
- m) Additional terms and conditions set out in Schedule "A" if applicable will apply to each Standing Offer.
- n) If the Regional District provides a Draw-Down prior to the expiry of the Standing Offer and receives the Goods or Services or Services, then the Regional District will pay to the Offeror amounts payable as described in Schedule "B" to this Standing Offer.
- o) the Contract will be on the terms and conditions set out in the Regional District's General Services Agreement or Purchaser Order, a copy of which may be found at Schedule "C"
- p) Any changes to this SO are to be documented by way of a written addendum between the Offeror and the Regional District;
- q) The Offeror will provide the Regional District's Representative with 60 days written notice of any changes to the list of Services included in this agreement, and the Regional District will determine, at Its sole discretion, whether to accept such changes; and
- r) This Agreement shall be governed by the laws of the Province of British Columbia and the applicable laws of Canada.
- s) This Agreement, including all Schedules and any Draw Downs issued under it, constitutes the entire understanding between the parties and supersedes all previous communications or agreements.

#### **4. DRAW-DOWN MECHANISM**

- 4.1 If there is any conflict between the Draw-Down Form and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written.
- 4.2 The Services may be ordered by various methods, including: in person, telephone, or email, so long as a written Draw Down is presented that includes at a minimum:
  - a) the reference number for this SO;
  - b) the name of the Regional District representative
  - c) a description and the specified quantity of the Services that are being ordered; and
  - d) the maximum amount payable for the Draw Down.

#### **5. NOTIFICATION OF WITHDRAWAL**

- 5.1 In the event that the Regional District or the Offeror wishes to withdraw or terminate this Standing Offer, either party shall provide no less than sixty (60) days' written notice to the other party and such withdrawal of Standing Offer shall not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
- 5.2 The Offeror agrees to fulfil any and all Draw-Down requests / orders which may be received before the expiry of such notice period.

#### **6. TERMINATION**

- 6.1 The Regional District, in addition to any remedy available to it at law or equity, will terminate this agreement by written notice to the Contractor if the Contractor fails to observe, perform or comply with any provisions of this agreement.

## **7. CONFIDENTIALITY**

- 7.1 Both parties agree to keep all confidential or proprietary information obtained during the term of this Agreement strictly confidential, except as required by law.

## **8. INSURANCE REQUIREMENTS**

- 8.1 The Regional District will require that the Contractor provide evidence of Workers' Compensation Insurance.
- 8.2 The Contractor will provide evidence of liability insurance coverage in such amounts and form as may be specified by the Regional District. Minimum of five million dollars (\$5,000,000.00) inclusive of any one occurrence and that the Regional District is to be noted on the policy as an additional insured.
- 8.3 The Contractor shall indemnify and save harmless the Regional District from and against all claims, losses, costs, damages, duties, delays, proceedings, or actions arising out of, or related to the Contractor's activities in executing the work.

## **SCHEDULE "A" - SERVICES**

### **PART 1. TERM**

The term for each set of Draw-Down Services will be as indicated in the applicable Draw-Down.

### **PART 2. SERVICES OR GOODS**

#### **General**

The Contractor must ensure that the Services are performed on an as and when required bases, the work will include but is not limited to performing the following electrical services:

- Breaker panel repairs, maintenance and upgrades.
- Conduit systems for communication and other electronic systems.
- Diagnosing pump motor electrical problems including winding tests.
- Domestic water heating and pumping equipment.
- Electrical conduit and wiring.
- Electrical metering and/or distribution switchboards.
- Electrical vault cleaning and switch gear cleaning.
- Emergency and urgent electrical repairs.
- Emergency power and/or lighting systems and controls utilizing generators or DC to AC inverters.
- EV charging stations.
- General electrical repairs, upgrades and maintenance.
- Interior renovations, planned upgrades, and additions to circuits.
- Lighting installation, repair and maintenance, including the luminaries and the lighting control systems.
- Electrical equipment (such as light fixtures, plugs and other common electrical fixtures) failure repairs.
- Obtaining any required electrical and/or inspection permits as required.
- Panel boards, control panels.
- Power and conduit to other systems such as HVAC systems or equipment.
- Providing assistance with BC Hydro incentive supporting documents.
- Receptacles, switches.
- Thermo-graphic imaging of the electrical equipment.
- Trouble shooting electronics and working with HMI's.
- Trouble shooting, tracing and wire pulls.
- Working on single phase to three phase equipment.

The Contractor must:

- Meet all electrical regulations and codes as outlined by Technical Safety BC and the BC Safety Standards Act as well as that the work conforms to the National Building Code of Canada, the British Columbia Electrical Code, and any other Acts, regulations or other applicable ordinance.
- Follow the rules and customs of best trade practices.
- Obtain and apply for all permits and licenses within the jurisdiction for the work.

- Provide all services including all necessary labour, materials, equipment and tools.
- Ensure that work has been inspected by authorized Regional District personnel.
- Routine electrical installation, maintenance and repair services.
- Provide additional electrical project related work (if any, as required).
- Provide emergency call out services or repairs for electrical, data and security devices.
- Be responsible to act as the Field Safety Representative for any Regional District sites that require electrical permits to operate.
- Maintain a logbook at all the sites with electrical operating permits that provide details of any work performed.
- Ensure that work is conducted by a journeyman electrical tradesperson with appropriate BC Industry Training Authority Trade Qualifications Card.
  - Work may be conducted by an apprentice under direct supervision of a journeyman electrical tradesperson and in compliance with the requirements of WorkSafe BC and Technical Safety BC.
- Make effort to ensure that the same electrician(s) attend each site for familiarity and continuity purposes.

### **Emergency Services and Overtime**

The Contractor will perform emergency services when there is an electrical emergency that can potentially put people or property at risk and corrective repair of any electrical problem required at the sole discretion of the Regional District to restore the facility and/or grounds to an operational, secure and safe condition. The Contractor will only be permitted to charge overtime with written approval from the Regional District for services that are required to undertake afterhours, this work could include but is not limited to electrical, cabling and equipment failures, surges, power outages, electrical fires, and electrical maintenance.

### **Disposal**

The Contractor must dispose of unusable electrical equipment and debris related to any work performed by the Contractor. The Contractor must dispose of any waste in compliance with the local municipal and all relevant regulations.

### **Materials**

The Contractor must provide equipment or materials that:

- Are new and in working order without defects.
  - Will have the proper certification in place for use in British Columbia.
  - Will meet the required Canadian environmental and safety requirements.
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## **Standards**

The Contractor must ensure that all equipment, materials and labour utilized comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

- Canadian Standards Association (CSA).
- National Fire Code.
- Canadian Electrical Code.
- WorkSafeBC.
- BC Provincial Motor Vehicle Act.
- BC Building Code.
- Workplace Hazard Material Information System (WHMIS).
- Canada Labour Code.
- Canada Occupational Health Safety and Health Regulations.
- All other applicable Federal, Provincial and Municipal codes pertaining to the trades involved in the work.

## **Inspections:**

For any and all work that requires inspection; once the Contractor declares the work complete, the Contractor must have the work inspected and complete any additional work that is required to pass inspection at the expense of the Contractor. The Contractor must provide a copy of all passed permit inspections to the Regional District.

## **Reporting Requirements**

The Contractor must provide:

- Post Service Reports that identify the facility, equipment installed, serviced or replaced.
- Recommendation Reports (as required) for work that is required to be completed in the future.
- Thermographic Reports per facility that includes images of the equipment representing observed temperatures. This report should include any concerns and the associated recommendations to resolve the issue.

## **[Other (TBD)]**

[Additional items to be inserted this may include but is not limited to any relevant information from the vendor's response]

## **Response time/Service Level**

The Contractor must be available to respond to requests for service 24 hours per day, 7 days per week, and 365 days per year.

Response times to Regional District worksites are:

- Emergency: Onsite within x hours.
- Urgent: Onsite within x hours.

- All other work – within x hours or otherwise scheduled upon mutual agreement.

### **Placing Orders/Requesting Services Delivery**

The following contact names/phone numbers (including after hours) will be the Regional District's primary contact:

Allen van Velzen, Manager Facility Services 604 741 1547

The Contractor's single point of contact, and their phone number to accept the Regional District's calls for service, and emergency after hours call outs is.

Name, Title, Contact information.

### **PART 3 Draw Downs / Service Requests:**

The Regional District will reach out to the Contractor to request service to be performed, the Contractor must:

- Acknowledge that they have received the service request within one (1) business day of the receipt.
- Within two (2) weeks (unless otherwise specified of the initial service request) the Contractor will provide a detailed cost estimate or cost structure and a project schedule, the quotation will be an all-inclusive cost that will include all expenses, materials and labour utilizing the agreed upon unit rates.
- The proposals will be reviewed by the Regional District, if approved the Regional District will issue a draw down PO and/or general services agreement and the Contractor will perform the work within the requirements of the agreement.

If the Contractor fails to respond to a request for a service and attempts have been made on behalf of the Regional District to reach out to the Contractor, the Regional District reserves the right to request quotes from another supplier for them to perform the services.

The Regional District reserves the right to obtain additional estimates/quotes to ensure the work approach and costs are within the industry norms.

### **PART 4 Additional Terms and Conditions**

- The Contractor and any subcontractor may be supervised by the Regional District when performing the work in areas with sensitive information and or servers at the Regional District's sole discretion.
- The Contractor will provide upon request proof of permits including but not limited to electrical permits and licenses that are required within the jurisdiction of the site.
- The Contractor will cooperate fully with other contractors or workers sent into the site of the work by the Regional District.
- The Regional District reserves the right to call for offers on all electrical work, which exceeds FIVE THOUSAND (\$5000.00) DOLLARS, or for any capital project expenditures.
- The Contractor will repair or replace, without charge, any defects due to faulty materials or poor workmanship that may appear within twelve (12) months of final acceptance of the Work



performed. This includes all labour and materials to make good on faulty materials or poor workmanship. Completion of deficiencies as identified by the Regional District shall be carried out within one (1) week of notification or as required by the Regional District. All equipment and materials that are installed by the Contractor will come with a minimum of the manufacturer's warranty; the warranty certificates are to be provided to the Regional District.

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## SCHEDULE "B" - PRICING

[Prices from response to be inserted here]

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, The Contractor is to invoice the Representative upon full completion of a specific order.

Invoices are to show fees and expenses separately and are to include but are not limited to the following information:

- Invoice number;
- SO number;
- Date and location of services performed;
- Details of the breakdown of the costs.
- Maximum amount payable

### **PART 5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Regional District's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Regional District' must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or Contract invoices offering an early payment discount may be paid by the Regional District as required to obtain the discount.

#### **Draw Down Form**

Draw-Down Form			
SO Number		PO Number	
Date of Draw-Down		Requested Delivery Date	
Representative Details		Offeror Details	
Department			
Contact Person		Contact Person	
Contact Email		Contact Email	
Contact Phone		Contact Phone	

Good/Service	Quantity	Price per unit	Total Amount
Total before taxes			

**SCHEDULE "C" GENERAL TERMS AND CONDITIONS  
THAT APPLY TO DRAW-DOWNS OF SERVICES/GOODS ON A STANDING OFFER**

General Service Agreement

The terms and conditions can be found on our [website](#).

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