



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 Client who is entitled to issue a Draw Down.
- h) "Regional District" means the Sunshine Coast Regional District;
- i) "Representative" (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2.1 This Standing Offer will effective for the period of [COMMENCEMENT DATE] to [EXPIRATION DATE] unless withdrawn in accordance with section 5.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 includes [NUMBER](#) additional [NUMBER]-year renewal option(s), 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 30 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 a 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;
- 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, in 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 (\$5,000,000.00) DOLLARS 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.