



STANDING OFFER AGREEMENT

THIS **AGREEMENT** dated for reference the **XX** day of **XXX, 202X**

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" or "Supplier" 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2.1 This Standing Offer will effective for the period of [COMMENCEMENT DATE] to [EXPIRATION DATE] unless withdrawn in accordance with section 5.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 two (2) additional one (1)-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 TWO MILLION (\$2,000,000.00) 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.

SCHEDULE "A" GOODS

PART 1. TERM

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

PART 2. GOODS

General

The Supplier must:

- Ensure that the Goods are delivered as stipulated in the applicable Purchase Order Document.
- Supply Goods that are suitable for treating drinking water.
- Supply Goods that meet all regulatory requirements, standards and best practices including but not limited to: NSF standards and AWWA B201.
- Provide product that is free from any contaminants that could damage equipment or affect the portability of the water.
- Supply Goods that are free of all impurities which will include but is not limited to pebbles and rocks.

Chemical Specifications:

The Supplier will deliver:

- [insert chemical specifications]

The Supplier must:

- Only provide Goods that are certified by the NSF International to ANSI/NSF Standard 60 and AWWA B201.
- Provide Valid Safety Data Sheets (SDS) documentation and Technical Data Sheets (TDS) for all Goods that are controlled under the Global Harmonized System and WHIS 2015, latest edition.

Delivery and Transportation

The Supplier will supply and deliver Goods within ten (10) business days from orders placed by an authorized Regional District Representative, unless otherwise agreed upon in writing at the time of the order.

The Supplier will notify the Regional District Representative in writing of any event or condition that could delay the delivery of the Goods.

Orders shall be delivered to:

- Soda Ash - Bulk - Chapman Creek Water Treatment Plant located at 5642 Reservoir Road, Sechelt BC. The Soda Ash will need to be pneumatically delivered from supply truck into silo.
- Soda Ash Bags - South Pender Harbour Water Treatment Plant 21150 uf McNeil Lake FSR, Pender Harbour, a power tail gate and pallet jack will be required for delivery.

The Goods will be freight on board destination, and the Supplier will be responsible for all delivery and insurance cost for the Goods until they are delivered and off-loaded at the destination.

The Regional District reserves the right to cancel an order or part of an order, due to unduly late or incorrect shipping methods.

The delivery vehicle will need to be equipped with the means of unloading the Goods using their own resources.

The Regional District reserves the right to refuse delivery of the Goods, at the sole discretion of the Regional District, could present a health and safety issue.

Deliveries will need to be accompanied by the certificate of analysis that show the typical specification, packing slip which will match the quantities ordered and delivered and Safety Data Sheets (SDS).

The Supplier shall provide the Regional District with delivery particulars via in email 48-hours during regular Regional District business hours in advance of delivery, including but not limited to the following information: delivery date, name of shipping / courier company.

The Supplier shall ensure that the Goods are delivered in good condition and will be suitably packed in such a manner as reasonably assure their undamaged arrival at the place of delivery.

The Goods will need to be delivered between 8:00 am and 12:30 pm Monday through Friday (excluding Statutory Holidays).

Standards

The Suppliers goods will meet the requirements of:

- [Drinking Water Protection Act](#) and [Drinking Water Protection Regulation](#), as well as the conditions set on their operating permits

Goods supplied by the Supplier to the Regional District for water treatment will be analyzed for the presence of microbiological pathogens and other indicator organisms by a [laboratory approved by the Provincial Health Officer](#). If the Suppliers Goods do not pass the testing the Supplier will be required to rectify the situation within two (2) days.

The Suppliers goods will adhere to all of the requirements required by law.

Response time/Service Level

The Regional District will reach out to the Supplier with a written request for Goods to be delivered.

1. The Supplier will acknowledge that they have received the supply request within one (1) business day of the receipt.
2. If the Regional District does not receive the acknowledgement within one (1) business day then the Regional District will reach out to the next supplier on the rotating roster, until they have received a confirmation.
3. Within 10 days (unless otherwise specified of the initial service request) the Supplier will have the products delivered to site. The Supplier will provide the Regional District with 48 hours advanced notice of the delivery date, time and name of courier / transportation company.

If the Supplier fails to respond to a service requests multiple times (three (3) or more times), at the sole discretion of the Regional District the Regional District reserves the right to provide notification that they will be removed from the rotating roster if they fail to respond an additional two (2) more times.

Placing Orders/Requesting Services Delivery

The following contact names/phone numbers (including after hours)

The Regional District's primary contact:

- Codi Abbot, Superintendent Utility Services codi.abbot@scrd.ca

The Regional District's ordering contact:

- **[Insert name and Title and Contact information]**

The Contractor's single point of contact, who will act as a dedicated account manager that will be responsible for the overall management of the contract, coordinate the supply and delivery of the Goods and will be responsible to address any quality or performance issues is:

- **[Insert name and Title and Contact information]**

PART 3 Additional Terms and Conditions

SCHEDULE “B” – PRICING

[Include pricing from the Supplier’s response.]

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 not be limited to) the following information:

- Invoice number;
- SO number;
- Date Services performed;
- Maximum amount payable for each Purchase Document
- Date of service;
- Total mileage;
- Courier drop off (location);
- Name of Coroner authorizing service; and
- Coroner’s Case Number.

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			

Additional Comments:

SAMPLE

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

1. AGREEMENT

This Purchase Order is a Contract between the Sunshine Coast Regional District and the Seller and shall be null and void and of no effect whatsoever unless all the terms and conditions on the reverse hereof and printed hereunder are accepted and acknowledged in writing by the Seller within 10 days after receipt; provided however that if no such acknowledgement is received by the Sunshine Coast Regional District, the Sunshine Coast Regional District may at its option, waive this requirement and in that case, without prejudice to the other rights of the Sunshine Coast Regional District hereunder, shipment of the goods ordered by the Sunshine Coast Regional District shall constitute acceptance by the Seller of all such terms and conditions. The Sunshine Coast Regional District does not accept any conditions or reservations, customary or otherwise, subject to which the Seller may purport to sell, ship or deliver the goods, unless such conditions or reservations have been specifically accepted in writing, or verbally by the Sunshine Coast Regional District and no modification of the terms and conditions of this Order shall have any effect unless made in writing and signed by the Sunshine Coast Regional District and the Seller.

2. PAYMENT

Payments will be made in Canadian funds, unless otherwise stated in this Purchase Order. Payment and cash discounts are to be calculated from the date of acceptance of the items received by the Sunshine Coast Regional District or receipt of invoices, whichever is later.

3. PRICES

Unless otherwise specified, the price inserted on the face of this Purchase Order will be in Canadian dollars, inclusive of all costs which include but are not limited to duties, tariffs, levies, licenses and patient fees, delivery charges (FOB destination) and all applicable taxes.

4. TIME

Time shall be of the essence. The goods or services must be delivered strictly in accordance with the quantities and specifications shown and on delivery dates specified, otherwise the Sunshine Coast Regional District shall be at liberty to cancel this Contract in whole or in part and to purchase other goods or services of the same or similar description from other sources to supply such deficiency.

5. INSPECTION

Articles are subject to inspection by the Sunshine Coast Regional District notwithstanding prior payment. All or any goods received by the Sunshine Coast Regional District hereunder

will be subject to inspection and rejection by the Sunshine Coast Regional District and if rejected may be held at the Seller's risk and expense or returned at the Seller's expense. The Sunshine Coast Regional District reserves the right to retain any portion or all of any shipment not strictly in accordance with the specifications and in such case, will pay a reasonable price therefore, which retention shall not preclude the Sunshine Coast Regional District from rejecting the remainder of the shipment or any part hereof and retaining any part thereof which is in accordance with the specifications.

6. WARRANTY

In supplement of and not by way of substitution for any term of the specifications or any warranty stipulated by the parties or either of them or any warranty stipulated or implied by law and notwithstanding prior acceptance of the goods, Seller shall of his own expense replace any goods, or any part or parts thereof, which at any time within one year from date of acceptance thereof become defective as a result of faulty or inefficient manufacture, materials or workmanship.

7. PATENTS, ETC.

The Seller will indemnify the Sunshine Coast Regional District against all actions, claims or proceedings for infringement of any patent rights or industrial design rights and for royalties or other payments which may be payable in connection with any such patent rights in carrying out the contract.

8. DIES, PLATES, ETC.

All items manufactured to the Sunshine Coast Regional District's specifications and without intending to restrict the generality of the foregoing, including dies, tools, jigs, patterns, gauges, colour separations, printing plates paid for by the Sunshine Coast Regional District, are to be delivered upon request by the Sunshine Coast Regional District.

9. ASSIGNMENT

This Purchase Order shall not be assigned or sublet in whole or in part without prior written approval of the Sunshine Coast Regional District.

10. ELECTRICAL APPROVAL

All electrical equipment supplied must be approved and shall bear the appropriate approval mark or label as listed by the certifying agencies in the Electrical Safety Regulation.

11. GOVERNING CONDITIONS

The laws of the Province of British Columbia shall govern this Purchase Order, unless otherwise specified.