

**[STANDING OFFER / BLANKET] CONTRACT NUMBER:** \_\_\_\_\_

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
("Her Majesty"), as represented by  
the Minister of Service Alberta ("Minister")

- and -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("Vendor")

**BACKGROUND**

The Minister issued **[Request for Quotes / Request for Proposals]** Number \_\_\_\_\_ ("Solicitation"), which forms part of this Contract, for the supply of \_\_\_\_\_ (**description of commodity**).

The following will have the option to order under this Contract, and when ordering are referred to as the "Purchaser":

- a) departments of Her Majesty;
- b) boards, commissions and organizational units that form part of the public service of Alberta but are not part of a department of Her Majesty; or
- c) corporations that are an agent of Her Majesty.

The Minister may unilaterally approve other organizations ("Approved Organizations") to purchase, and the Vendor must sell the Goods directly to such Approved Organizations, on the same terms and conditions as stated in this Contract. Approved Organizations will be posted on Alberta Purchasing Connection and updated from time to time as new organizations are approved.

The Vendor's response dated \_\_\_\_\_ 200\_\_ ("Response"), which forms part of this Contract, was accepted to supply the \_\_\_\_\_ (**description of commodity**) specified in the attached Schedule "A" ("Goods"), which forms part of this Contract.

The parties agree as follows:

**A. GENERAL**

- A.1 The Background is part of this Contract.
- A.2 Headings in this document are used for convenience only and will not affect the meaning or interpretation of the clauses.
- A.3 In this Contract:
  - a) words in the singular include the plural and vice versa,
  - b) references to "Her Majesty", "Government of Alberta", "Service Alberta", "Minister" and "Purchaser" mean Her Majesty the Queen in Right of Alberta and are used only for administrative purposes, and
  - c) interpretations in the Solicitation have the same interpretation.

- A.4 In the case of conflicts, discrepancies, errors or omissions among the documents and their amendments which form this Contract, the documents and amendments to them will take precedence and govern in the following order:
  - a) this document,
  - b) Solicitation,
  - c) Response.
- A.5 The Vendor, for the consideration of one dollar (\$1.00), receipt of which is acknowledged, agrees to supply the Goods and be paid in accordance with the provisions of this Contract.
- A.6 This Contract is a non-exclusive supply and services Contract for the Goods. During this Contract, the Purchaser may purchase the Goods from sources other than the Vendor.
- A.7 Despite anything in this Contract, the Purchaser:
  - a) may purchase more Goods than the Contract amount in Schedule "A",
  - b) may purchase less Goods than the Contract amount in Schedule "A", or
  - c) is not obligated to purchase any Goods.
- A.8 The Minister may terminate all or any part of this Contract, without cause, upon written notice to the Vendor.
- A.9 Notices or reports to be provided under this Contract will be deemed to be given to the other party if in writing, and:
  - a) personally delivered;
  - b) sent by prepaid registered mail;
  - c) sent by facsimile transmission; or
  - d) sent by e-mail.

Notices or reports must be addressed to:  
the Minister, in care of

the Vendor, in care of

Service Alberta  
Procurement Services  
Capital Health Centre, South Tower  
9th Floor, 10030 – 107 Street  
Edmonton, Alberta T5J 3E4  
Attention: Purchasing Officer  
Fax Number: (780) 422-9672  
E-mail address: corporate.purchasing@gov.ab.ca

(Vendor Name)  
(Address)  
(Address)  
Attention: (position/title)  
Fax Number:  
E-mail address:

The address of either party may be changed by written notice to the other party. Notices or reports personally delivered, sent by facsimile transmission or e-mail will be deemed received when actually delivered or transmitted, if delivery or transmission is between 8:15 a.m. and 4:30 p.m. Alberta time ("Business Hours") on any day except a Saturday, Sunday or holiday observed by the Government of Alberta ("Business Day"). Notices or reports sent by prepaid registered mail will be deemed to be received on the fourth Business Day after mailing in any post office in Canada. In the case of postal disruption, notices or reports will be personally delivered, sent by facsimile transmission or e-mail.

- A.10 Time is of the essence of this Contract.
- A.11 This Contract will be interpreted and applied in the courts, and in accordance with the laws in force, in Alberta.

- A.12 The Vendor must not assign, subcontract or otherwise dispose of any of its rights, obligations or interests, other than identified in this Contract, without the Minister's written consent. If the Minister consents to subcontracting, the Vendor shall still be responsible for the Contract's obligations and liabilities.
- A.13 With the exception of Approved Organizations, this is to certify that the Purchaser of the Goods is the Government of Alberta or a listed tax-free Government of Alberta Agency, therefore the Purchaser is not subject to the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST). The Government of Alberta's GST registration number is 124072513. The Vendor is responsible to determine whether or not each Purchaser is subject to the GST or the HST.
- A.14 The Vendor must submit a written usage report, in the form attached as Schedule "B", to the Purchasing Officer within five (5) Business Days of the first day of each **[month / quarter]** during this Contract or immediately, if the total orders received by the Vendor will expend 75% of the Contract value.
- A.15 This Contract contains the entire agreement of the parties for the Goods to be purchased and no other understandings or agreements, verbal or otherwise, exist between the parties.

**B. TERM**

This Contract **[will commence upon signing by both parties /, upon signing by both parties, will become effective on \_\_\_\_\_]**, and will continue until \_\_\_\_\_, unless terminated earlier. The Minister may extend this Contract for up to **(as stated in RFQ)**.

**C. SUPPLY/DELIVERY**

- C.1 The Vendor must, upon receipt of a:
  - a) Purchase Order; or
  - b) any other form approved by the Minister;("Order"), which forms part of this Contract, sell to the Purchaser the Goods from Schedule "A" identified in the Order.
- C.2 The Vendor must deliver the Goods identified in the Order within **(as stated in RFQ)** Business Days after the Vendor receives an Order. If the Vendor fails to deliver the Goods within this time period, the Purchaser may cancel the Order.  
  
**[Use C.3 if not contracting with a Manufacturer, otherwise delete C.3 and renumber subsequent clauses.]**
- C.3 This Contract is not breached where the Vendor cannot deliver the Goods within the time period stated in Clause C.2 due to the unavailability of the Goods from the manufacturer or the manufacturer's authorized Canadian distributor ("Manufacturer"). In such circumstances the Vendor must, within five (5) Business Days of receiving an Order, provide the Minister and the Purchaser with a letter from the Manufacturer confirming the Goods are unavailable and the anticipated delivery date. If the Vendor is unable to supply any Goods ordered within a reasonable time, in the opinion of the Purchaser or the Minister, the Purchaser may cancel the Order and the Minister may terminate this Contract.
- C.4 The Vendor must pay all costs to complete delivery, Acceptance and Warranty Service of the Goods to the Alberta address identified in the Order. All costs referred to in this clause must include, but are not limited to, packaging, handling, shipping, unloading, duty, customs, brokerage fees, insurance charges and any Disposal Surcharge.

- C.5 [Use C.5 only if manufacturer-designated resellers are supplying the Goods.]**  
The Vendor must supply and deliver the Goods through its authorized resellers as identified in Schedule "A". The Vendor may add or delete authorized resellers upon written notice to the Minister. All references to the Vendor will, as applicable, include the Vendor's authorized resellers.

**D. PRICING**

- D.1 Subject to Clauses D.2, D.3, D.4 and F, the Vendor must supply the Goods to the Purchaser at the **[prices in Schedule "A" / percentage ("-%") discount off the Manufacturer's Published Prices ("MPP") as quoted in the Response]**.
- D.2 If, from the Solicitation closing date until Acceptance of the Goods, the Vendor offers to any third party the same Goods in similar quantities and circumstances, at a lower price than the price stated in Schedule "A", the price to the Purchaser for such Goods must then be lowered by the Vendor to this lower price for all Goods ordered after the offer to the third party.
- D.3 If the **[Manufacturer / Vendor]** decreases the **[price of the Goods / price of the Goods to the Vendor / MPP]**, or if the **[Manufacturer / Manufacturer or Vendor]** offers promotional prices including rebates ("Promotional Prices") on the Goods, the Vendor must:
- a) send the Minister written notification of **[all price decreases / all decreased MPP]**, including Promotional Prices and their effective and expiry dates, within five (5) Business Days of the Manufacturer's or Vendor's announcement date. **[If the Manufacturer decreases the prices to the Vendor, the Vendor's decreased prices must be consistent with the intent of the Manufacturer's announced price decreases; / This notification will amend the prices of the Goods in Schedule "A". Price decreases will be based on the decreased MPP, less the % discount quoted off the MPP in the Response;]** and
  - b) supply the Goods to the Purchaser, at the decreased prices, beginning on the effective date of the Manufacturer's or Vendor's announcement.
- If Promotional Prices are lower than the decreased prices, the Promotional Prices will prevail.
- D.4 **[The prices in Schedule "A" must remain firm during the Contract. / Following the first (timeframe as stated in the RFQ) of this Contract, consideration may be given to price increases.]** The Minister will require written notification of price increases from **[the Vendor and the Manufacturer / the Manufacturer]**, identifying the **[price increases and effective dates / price increases to the MPP and the effective dates.]** Any price increases, if accepted by the Minister, will not become effective until **[fifteen (15) days after the Minister receives written notification / the Minister receives written notification]** and not before the Manufacturer's effective date of the price increases. **[Add for MPP only – This notification will amend the prices of the Goods in Schedule "A". Price increases will be based on the increased MPP less the % discount quoted off the MPP in the Response.]**
- D.5 During this Contract, if the Manufacturer discontinues any Goods, the Vendor must:
- a) notify the Corporate Purchasing Section in writing of the discontinued Goods; and
  - b) provide the Corporate Purchasing Section with written confirmation from the Manufacturer of the discontinued Goods and, if applicable, the replacement goods, including the **[unit price / MPP]** and effective dates.
- D.6 The Minister may add related goods to this Contract if such goods, **[in the opinion of the Minister, are required / fall into the existing pricing structure as determined by the Manufacturer. Prices will be based on the MPP less the % discount quoted off the MPP in the Response.]**

E. ACCEPTANCE

The Purchaser [**will accept the Goods if the Goods are supplied in accordance with Acceptance as defined in the Solicitation / may perform Acceptance testing on the Goods supplied. This testing will be completed within (as stated in RFQ) Business Days of receipt of the Goods. The Purchaser will accept the Goods if the Goods perform to the satisfaction of the Purchaser in accordance with Acceptance as defined in the Solicitation.**]

F. PAYMENT

Despite any other provision in this Contract, the Purchaser will, upon receiving an invoice referencing this Contract and the Order number, pay the Vendor the price in effect on the date the Goods were ordered or received, whichever is lower, within thirty (30) days after Acceptance of the Goods.

G. WARRANTY

The warranty must be provided as specified in Schedule "A" and in accordance with the Solicitation.

H. CONFIDENTIALITY AND SECURITY OF INFORMATION

H.1 The Vendor, the Vendor's employees, subcontractors and agents must:

- a) keep strictly confidential all information concerning Her Majesty and/or third parties, or any of the business or activities of Her Majesty and/or third parties acquired as a result of participation in this Contract;
- b) only use, copy or disclose such information as necessary for the performance of this Contract or upon written authorization of Her Majesty;
- c) if applicable, prior to allowing any third party access to computer hardware, including loaner or replacement computer hardware, used by Her Majesty, Her Majesty's employees, subcontractors or agents, determine whether the computer hardware contains any information or software because of such use, and contact and follow the instructions of Her Majesty, if such information or software is present;
- d) maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry; and
- e) when using any Alberta Government buildings, premises, property, hardware and/or software, comply with all related safety and security policies, regulations and directives.

I. TITLE

- a) The Vendor warrants it has the right to offer the Goods.
- b) If Clause I.a) is breached or the Goods violate any patent, copyright, trade secret, industrial design or any other proprietary right of any other party, the Vendor must, at its expense, either obtain for the Purchaser the right to use the Goods or replace or modify them so that they are no longer in violation and continue to meet the specifications in this Contract.
- c) Title to, other than packaged software, and risk of loss for each Good will pass to the Purchaser upon completion of delivery and Acceptance at the Purchaser's site.

J. RESPONSIBILITY AND LIABILITY

- a) Each party shall hold harmless the other party, the other party's employees and agents from any and all third party claims, demands, or actions for which it is legally responsible, including those arising out of negligence or willful acts by the responsible party, its employees or agents.
- b) The Vendor shall be responsible for loss or damage to the real and personal property of Her Majesty where the Vendor is legally responsible, including negligence or willful acts of the Vendor, its employees, subcontractors or agents.

K. INSURANCE

The Vendor when providing services must:

- a) at its own expense and without limiting its liabilities in this Contract, insure its operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage including loss of use;
- b) at its own expense, maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Vendor in an amount not less than \$1,000,000;
- c) upon request of the Purchaser, provide copies of insurance documents in a form acceptable to the Purchaser; and
- d) comply with the Workers' Compensation Act, when the Act applies, and must, upon demand by the Purchaser, deliver to the Purchaser a certificate from the Workers' Compensation Board showing that the Vendor is registered and in good standing with the Board.

**[Use L for software acquisitions, only if applicable, otherwise delete and renumber "Survival of Terms".]**

L. OUTSOURCING

Despite any other provision of this Contract, the Purchaser may transfer to a third party who is under contract to the Purchaser the right to use the software acquired as part of this Contract including, if applicable, the source code and all related documentation, for the third party's use in performing duties and tasks on behalf of the Purchaser. If the software is transferred from the Purchaser to a third party in accordance with the terms and conditions of this Contract:

- a) the Vendor shall not require the third party to pay any additional monies to the Vendor for the provision of and the right to use the software during the period the Purchaser has the right to use the software, provided the Purchaser has paid all applicable fees as of the date of the transfer;
- b) the Vendor must provide to the third party all software to be provided to the Purchaser under this Contract, including maintenance and upgrades, on the same terms and conditions as stated in this Contract;
- c) the Purchaser will not be responsible to the Vendor for any fees from the date the software is transferred to the third party; and
- d) the Purchaser will contract with the third party to:
  - i) restrict use of the software in accordance with the terms and conditions of this Contract,
  - ii) require that the third party, its employees, subcontractors and agents comply with the confidentiality provisions of this Contract, and
  - iii) make payments to the Vendor for all fees in accordance with the terms and conditions of this Contract including maintenance and upgrades, if applicable, that relate to the software from the date the software is transferred to the third party.

Contract Number: \_\_\_\_\_

In the event that the contractual relationship between the Purchaser and the third party expires or is terminated, the third party's rights to the software are terminated and all rights provided under this Contract, in relation to the software, are transferred back to the Purchaser.

M. SURVIVAL OF TERMS

Despite any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract will continue after such conclusion or termination, including:

- a) Clause E - Acceptance
- b) Clause G - Warranty
- c) Clause H - Confidentiality and Security of Information
- d) Clauses I.a) and b) - Title
- e) Clause J - Responsibility and Liability
- f) **Clause L - Outsourcing [Remove if no "Outsourcing" clause in this contract]**

The parties have made this Contract.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Service Alberta

(Vendor Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title, Corporate Purchasing Section

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Contract Number: \_\_\_\_\_

Schedule "A"



Contract Number: \_\_\_\_\_

Schedule "B"

**[STANDING OFFER / BLANKET] CONTRACT USAGE REPORT**

To be submitted [**monthly / quarterly**] to:

Service Alberta  
Procurement Services  
Capital Health Centre, South Tower  
9th Floor, 10030 – 107 Street  
Edmonton, Alberta  
Canada T5J 3E4

Attention: \_\_\_\_\_  
E-mail address: corporate.purchasing@gov.ab.ca

**[Standing Offer / Blanket]** Contract Number:

Vendor Name:

Contract Expiry Date:

Contract Amount: \$

<u>Purchaser's Name</u>	<u>Order Date</u>	<u>Description of Goods</u>	<u>Quantity</u>	<u>Value</u>
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Balance remaining as of previous report: \$ \_\_\_\_\_

Total expended during the reporting period: \$ \_\_\_\_\_

Balance remaining on Contract: \$ \_\_\_\_\_

Reporting [**month / quarter**]: \_\_\_\_\_

Report submitted by: \_\_\_\_\_

Date of report: \_\_\_\_\_