



CORPORATE SUPPLY ARRANGEMENT

THIS CORPORATE SUPPLY ARRANGEMENT is made the **First** day of **October, 2011**

[Offeror's name
Address,
Telephone & facsimile number
Contact Name]

(the "Offeror")

HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AND THE PUBLIC SECTOR ENTITIES, ON THE TERMS AND CONDITIONS DESCRIBED BELOW.

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1.1 In this Corporate Supply Arrangement:

- a) "**Administrative Fee**" means the administration fee described in Schedule "F", Section 6;
- b) "**Administration Requirements**" means those requirements set out in Schedule "F";
- c) "**Contract**" means the contract that is formed on receipt by the Offeror of a Draw Down for the Services described in the Draw Down, and which is on the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc, as may be updated from time to time, and which includes as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E [if applicable], F, and G [if applicable] attached to the CSA, and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2 (c);
- d) "**Contractor**" means the Offeror who is in receipt of a Draw Down requesting the Services under this CSA;
- e) "**Corporate Supply Arrangement**" or "**CSA**" means this CSA;
- f) "**Draw Down**" means a written draw down form issued by a Purchaser to an Offeror against this CSA for the provision of a specified quantity of Services at the prices set out in this CSA;
- g) "**Offeror**" means [Insert legal name] also identified as [Insert doing business as name if applicable];
- h) "**Offeror's Representative**" means the representative and designated back-up assigned by the Offeror to administer the CSA;
- i) "**Prices**" means the prices for the Services set out in Schedule "B" to the CSA;
- 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 Soledad Reeve, Procurement Specialist, or such other individual designated from time to time by the Province to administer this CSA on behalf of the Province;
- l) "**Public Sector Entity**" or "**Entities**" means an eligible broader public sector organization listed at the Purchasing Services' website that is eligible to issue a Draw Down against a CSA;

- m) **“Purchaser”** means the Province or a Public Sector Entity that has, or intends to issue a Draw Down;
- n) **“Purchasing Services”** means the Purchasing Services Branch, Ministry of Citizens’ Services; and
- o) **“Services”** means those services described in Schedule “A”.

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

EXPIRY

2.1 This CSA will expire on **September 30, 2014** unless withdrawn in accordance with section 3.1 (F) or Section 9, or renewed by the Province for up to two additional one-year periods.

CORPORATE SUPPLY ARRANGEMENT - GENERAL

3.1 The Offeror makes the offer set out in this CSA on the following understandings:

- a) the establishment of this CSA does not oblige the Province or any Public Sector Entity to authorize or order all or any of the 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 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) the Contract will be on the terms and conditions set out in the Province’s General Services Agreement, a copy of which may be found at http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc, as may be updated from time to time, and will include as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E [if applicable], F, and G [if applicable] attached to this CSA and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2;
- e) the Province and any Public Sector Entity each reserves the right to procure the specified Services by any other means, including the use of other agreements, or by other procurement or contracting methods;
- f) specifically,
 - if the estimated Contract value is less than \$25,000 a Purchaser may directly request the Services from an Offeror;

- if the estimated Contract value is \$25,000 or more and less than \$75,000 a Purchaser must use a competitive selection process involving a minimum of three (if available) Offerors that evaluates each Offeror’s available Consultants, proposed approach, pricing, or other elements required for the assignment;
- notwithstanding the above, a Purchaser may directly negotiate a contract with an Offeror where one of the following exceptional conditions applies:
 - only one available Consultant is qualified to provide the services;
 - an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process;
 - a competitive process would interfere with a Purchaser’s ability to maintain security or order or to protect human, animal or plant life or health; or,
 - the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest;
- g) the liability of a Purchaser will be limited to that which arises from a Contract made prior to the expiry date described in Section 2.1;
- h) 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;
- i) any changes to this CSA are to be documented by way of a written addendum between the Offeror and the Province;
- j) the Offeror’s Representative, and a designated back-up individual, 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 under this CSA;
- k) the Offeror will reimburse the Administration Fee in accordance with Schedule “F”;
- l) if the Offeror offers a lower Price to others in the British Columbia public sector for substantially the same services and terms and conditions of a Contract 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;
- m) the Offeror will provide the Province’s Representative with 60 days written notice of any changes to the list of Services included in Schedule “A”, and the Province will determine,

it its sole discretion, whether to accept such changes; and

- n) individual Draw Downs must not exceed \$75,000.00.

- (c) the specified quantity of the Services that are being ordered; and

- (d) the maximum amount payable for the Draw Down.

CORPORATE SUPPLY ARRANGEMENT - PUBLIC SECTOR ENTITIES

3.2 With respect to Draw Downs by Public Sector Entities, the Offeror acknowledges that:

- (a) Public Sector Entities are solely responsible for all payments and other obligations to the Offeror incurred through making a Draw Down against the CSA;
- (b) nothing in this CSA or any resulting Contract will impose any liability whatsoever on the Province in respect of any obligation of a Public Sector Entity to the Offeror, and the Province disclaims any and all liability in respect of any Draw Down made by a Public Sector Entity against this CSA;
- (c) neither a Public Sector Entity utilizing the CSA nor the Offeror will be required to agree to any terms and conditions other than those set out in this CSA. However, Public Sector Entities will have the option of renegotiating the terms and conditions set out in the Province’s General Services Agreement, including the Schedules, to the extent necessary to address the Public Sector Entity’s specific travel reimbursement and other policies, insurance, indemnification, limitation of liability requirements, privacy, confidentiality and security requirements. All changes to the terms and conditions of the General Services Agreement are to be set out in an addendum to the CSA entered into with the Offeror; and
- (d) the Offeror reserves the right to refuse to enter into an addendum as contemplated in subsection (c) that would vary the terms and conditions of the Contract from that set out in this CSA.

DRAW DOWN MECHANISM

- 4. The Services may be ordered by various methods, including: in person, telephone, facsimile, or email, so long as a written Draw Down is presented that includes at a minimum:
 - (a) the reference number for this CSA;
 - (b) the name/description of the Purchaser;

- 5. Draw Downs against a CSA paid for with the Province’s Corporate Purchasing card must be accorded the same Prices and be subject to the same terms and conditions as any other Draw Down.
- 6. If the Purchaser establishes a Draw Down to the Offeror prior to the expiry of this CSA and receives the Services, then the Purchaser will pay to the Offeror the amounts payable as described in Schedule “A”.
- 7. 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), unless the Offeror and a Public Sector Entity have entered into an addendum revising the terms of the General Services Agreement in accordance with section 3.2(c) of this CSA, in which case, any terms in such addendum stated to apply notwithstanding the terms of the General Services Agreement will take precedence.

GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF SERVICES

- 8. The terms and conditions contained in the Province’s General Service Agreement, a copy of which can be found at http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc, and Schedules A to G of this CSA will constitute the full and complete agreement (the “Contract”) between the parties. In the Province’s General Service Agreement, “you” means the Contractor and “we” means the Purchaser.

NOTIFICATION OF WITHDRAWAL

- 9. 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.
- 10. The Offeror will fulfil any Draw Downs made before the expiry of such notice period.

SIGNED by the Offeror: __

Authorized Signatory:

Title:

Print Name:

SCHEDULE "A" SERVICES

1. Effective Period

The Effective Period of the CSA will be three years with options to renew, at the sole discretion of the Province, for two additional one-year periods.

2. Service Areas

The Offeror will offer one or more of the following Services through the CSA:

Training Delivery Consultants

Training consultants are able to deliver curriculum and engage participants in a conversation around presented materials in order to solicit solutions. Training Consultants typically have some general knowledge of the materials they are delivering but an in depth knowledge is not required.

Live Presentation Curriculum Developers (development of curriculum that will be presented directly by a training delivery consultant to a classroom or a video camera, and may be augmented by text materials, Powerpoint, etc.)

Live presentation curriculum developers are experts trained in adult learning principles and the design of course curriculum around those principles. They are not required to be subject matter experts in any area but are required to be skilled in consultation to draw out learning objectives and content from subject matter experts.

On-line Self Directed Learning Curriculum Developers (development of curriculum that will be distributed on-line and may require interactive components)

On-line curriculum developers are experts trained in adult learning principles and the design of web based course curriculum around those principles. They are typically not required to be subject matter experts in any area but are expected to be skilled in consultation to draw out learning objectives and content from subject matter experts. It will not be important to the Purchaser what software the online curriculum is created in, as long as the final product is compliant with the host site's SCORM (sharable content object reference model) and reporting technology (SCORM 2004).

Delivery of Pre-existing Courses

Pre-existing courses are created by Offerors on a variety of topics, include all content and materials, and are delivered by a Training Delivery Consultant(s), and/or via on-line self directed learning.

3. Selection of an Offeror

Offerors may be contacted on an "as, if and when requested" basis and may be contacted directly for the provision of services in accordance with the selection method set out below or as revised by the Province and communicated to all Offerors from time to time. If an Offeror's requested Consultant is unavailable for a contemplated project or assignment, the Offeror may propose a substitute resource to the Province for evaluation and consideration.

The Province may select an Offeror from the list of CSA Offerors using one or more of the following selection methods:

- a) If the estimated Contract value is less than \$25,000 the Province may directly invite an Offeror using the method set out in section 4 of this schedule;
- b) If the estimated Contract value is \$25,000 or more and less than \$75,000 the Province may use a competitive or other selection process between a minimum of three (if available) such Offerors that evaluates each Offeror's available Consultants, proposed approach, pricing, or other elements required for the assignment.

- c) If the estimated Contract value is \$75,000 or more the Province will use an open competitive process.
- d) Notwithstanding subparagraphs a), b), c), and d), the Province may directly negotiate a contract with an Offeror where one of the following exceptional conditions applies:
 - i. only one available Consultant is qualified to provide the services;
 - ii. an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process;
 - iii. a competitive process would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health; or
 - iv. the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.

4. Requests for Service and Draw Down Process

Requests for service through the CSA for assignments with a value under \$25,000 will follow a two step process. Purchasers will initiate this process by using the Draw Down form attached as Appendix 1, and available as a PDF on the CSA web page:

- a) Selection of Services
 - i. A written statement of work will be prepared by the Purchaser, and forwarded to the Offeror, requesting the Services, which will specify, but is not limited to, the:
 - nature and location of the assignment;
 - target start and end dates; and
 - any milestones and deliverables.
 - ii. Offerors will offer their most suitable Consultant(s) (whose qualifications match or exceed the qualifications described in section 5 of this schedule, who has experience relevant to, and who is available for, the assignment) by forwarding their resume to the Purchaser. As well as outlining relevant qualifications, resumes should include the name and contact information for a reference who has supervised an assignment listed on the resume that the Consultant has completed within the past year; if a Province of BC reference is available, it should be used. References may be checked.

Note that Purchasers are obliged to select any suitable Consultant as defined above. However Purchasers may, at their sole discretion, refuse to contract with a Consultant based upon an unsatisfactory reference. In this instance, the Offeror may put forward another suitable Consultant; if no other is available, Purchaser may enter the selection process with another Offeror with no further obligation to this Offeror.

Note: step b) will not be required for the provision of pre-existing courses delivered by on-line self directed learning.

- b) Offerors will provide a fixed price where indicated on the Draw Down Form, based on the rate quoted in the CSA.
- c) Upon selection of the Services, the Draw Down form will be approved and forwarded to the Offeror.

The approved Draw Down will constitute acceptance by the Purchaser of the Offeror's offer under the CSA, with respect to the particular Services described in the Draw Down, and at that time a Contract is formed on the terms and conditions of the General Services Agreement, as contemplated under the CSA, for such Services.

5. Consultant Experience

Note that organizations have been evaluated in the process used to award this CSA, rather than individual Consultants. The following are a minimum requirement of any Consultant who will provide the Services through the CSA.

Training Delivery Consultants

- Certificate or degree in education or instructional skills, or equivalent experience; and
- At least three years experience delivering training using adult education principles (e.g. practicality, interactivity, problem/solution, etc.) and including the following skills:
 - delivering training on relevant topics;
 - consulting with subject matter experts to draw out learning objectives and content;
 - presenting to groups of various sizes; and
 - presenting in a variety of mediums e.g. classroom, Powerpoint, video, webinar software, etc.
- Experience setting up and trouble-shooting digital presentations.

Live Presentation Curriculum Developers

- Bachelor's degree in education, writing or related field, or equivalent experience;
- At least three years live presentation curriculum development experience using adult education principles (e.g. practicality, interactivity, problem/solution, etc.), and including the following skills:
 - developing training on relevant topics;
 - consulting subject matter experts to draw out learning objectives and content;
 - planning and designing instructional content in accordance with specific guidelines;
 - editing material for educational value;
 - copy editing material for spelling, grammar and punctuation; and
 - preparing educational/training content for print reproduction, Powerpoint, etc.

On-line Self Directed Learning Curriculum Developers

- Bachelor's degree in education, writing or related field, advanced internet software training, or equivalent experience; and
- At least three years on-line curriculum development experience using adult education principles (e.g. practicality, interactivity, problem/solution, etc.), and including the following skills:
 - developing training on relevant topics;
 - consulting subject matter experts to draw out learning objectives and content;
 - planning and designing instructional content in accordance with specific guidelines;
 - editing material for educational value;
 - copy editing material for spelling, grammar and punctuation; and
 - preparing educational/training content for online distribution.

Delivery of Pre-existing Courses (Live Presentation)

When pre-existing courses are delivered by one or more Training Delivery Consultants, those Consultants will possess:

- Certificate or degree in education or instructional skills, or equivalent experience;
- At least three years experience delivering training using adult education principles (e.g. practicality, interactivity, problem/solution, etc.) and including the following skills:
 - delivering training on relevant topics;
 - consulting with subject matter experts to draw out learning objectives and content;
 - presenting to groups of various sizes; and
 - presenting in a variety of mediums e.g. classroom, Powerpoint, video, webinar software, etc.

Pre-existing Courses (On-line Self Directed Learning)

Pre-existing courses delivered through on-line self directed learning will be hosted on the Learning Centre's Learning Management System server. They must be compliant with SCORM 2004.

6. Travel

Travel expenses will be reviewed and pre-approved by Purchasers under the terms and conditions negotiated between Contractors and Purchasers on a case by case basis prior to the assignment. To be eligible to claim travel, meal and accommodation expenses the Contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties). Travel to and from the province of British Columbia may not be reimbursed.

Pre-approved travel expenses will be reimbursed at the Province of British Columbia's Group Two travel rates (see www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/10_Travel.htm#1037).

7. Security Clearance

Purchasers may, in their sole discretion, require security clearances, in a form satisfactory to the Province, from the Offeror before entering into a Draw Down. Any costs associated with obtaining such security clearances will be borne by the Offeror under the Draw Down.

8. Privacy of Course Participant Information

Offerors must comply with the Province's privacy protection schedule in regard to any personal information collected from course participants. Refer to Schedule E.

9. Location and Facilities

If an Offeror offers facilities for courses, these will be listed with their course offerings. Purchasers are not obliged to use Offeror's facilities but if they chose to do so they may negotiate prices on an assignment by assignment basis.

Curriculum developers should be prepared to work at their own off-site work location and must have all tools required to deliver the services.

All Offerors must be able to be contacted by telephone and e-mail, and should have access to standard office automation tools (i.e., e-mail, MS Word, MS Excel, and MS PowerPoint).

SCHEDULE "B" FEES AND EXPENSES

1. MAXIMUM AMOUNT PAYABLE:

- a) If the estimated Contract value is less than \$25,000 the Province may directly invite an Offeror using the method set out in section 4 of schedule A, and at the prices **listed below or attached to this schedule;**
- b) If the estimated Contract value is \$25,000 or more and less than \$75,000 the Province may use a competitive or other selection process between a minimum of three (if available) such Offerors that evaluates each Offeror's available Consultants, proposed approach, pricing, or other elements required for the assignment.
- c) If the estimated Contract value is \$75,000 or more the Province will use an open competitive process.

2. FEES:

Fees as per the attached "Schedule B, Pricing" document are firm for assignments with a value under \$25,000 only. For assignments with a value between \$25,000 and \$75,000 fees will be determined as per the selection process described in b) above.

3. EXPENSES:

Expenses:

All expenses will be included in the Offeror's fees, except:

Contractor Travel (if required)

Travel expenses will be reviewed and pre-approved by Purchasers under the terms and conditions negotiated in Draw Downs between Contractors and Purchasers on a case by case basis prior to the assignment. To be eligible to claim travel, meal and accommodation expenses the Contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties). Travel to and from the province of British Columbia may not be reimbursed.

Pre-approved travel expenses will be reimbursed at the Province of British Columbia's Group Two travel rates (see www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/10_Travel.htm#1037).

Travel expense excluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described above to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the CSA number;
- (c) the date of the statement, and the Billing Period to which the statement pertains;
- (d) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period.

- (e) a chronological listing, in reasonable detail, of any travel expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (f) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province 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 Province as required to obtain the discount.

SCHEDULE "C"
APPROVED SUBCONTRACTORS

Not Applicable

SCHEDULE "D"

INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of award of a CSA, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Effective Period, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

SCHEDULE E

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor’s collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to the Contractor’s management of personal information or the Contractor’s compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SCHEDULE F

ADDITIONAL TERMS

ADMINISTRATIVE REQUIREMENTS

The Contractor will comply with the following administrative requirements and procedures:

PURCHASING SERVICES CSA CONTACTS

1. For further information or clarification regarding the CSA:

Representative (Province):
Soledad Reeve, Procurement Specialist
Email: Soledad.Reeve@gov.bc.ca
Phone: 250-387-7300

REPORTING PROCEDURES

Monthly Draw Down Reports

2. Offeror is required to submit Drawdown reports to Purchasing Services. Draw Down reports must be submitted on a monthly basis.
3. Monthly Draw Down information must be sent either by mail, courier, fax or email by the Offeror to the Representative:
4. The report must contain at a minimum:
 - CSA #;
 - Purchaser
 - Draw Down Form number;
 - Service(s) ordered
 - Quantity ordered
 - Total price for individual Draw Downs

The information should be provided in columns in the following order:

CSA #	Purchaser	Draw Down #	Services	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 monthly report will provide an explanation for any missing data.

Quarterly Fee Remission

6. **Administration Fee.** Each quarter, the Contractor must submit to Purchasing Services Branch a cheque for one percent of all sales (exclusive of taxes and travel expenses) that were reported to Purchasing Services on the monthly Draw Down report, including sales to any Public Sector Entity. The cheque must be payable to the Minister of Finance, and sent to Shirley Boon at the above noted address. 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:
January, February, March
April, May, June

Is due:
April 30
July 31

July, August, September
October, November, December

October 31
January 31

7. Draw Down reports will be checked against the Purchasing Services Branch copies of the Draw Down 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 for the Administration Fee 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 G
SECURITY SCHEDULE

Not Applicable

Appendix 1 Corporate Supply Arrangement (CSA) Draw Down Form

Date:	
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Offeror Organization:		CSA#:	
Contact Name:		Phone:	
		Fax:	

Purchaser Department:		Ministry:	
Contact Name:		Phone:	
		Fax:	

1 STATEMENT OF WORK

The Purchaser is seeking a Training Services provider to undertake the following work.

Name of Assignment:			
Training Delivery			Live Presentation Curriculum Development
On-line Self Directed Learning Curriculum Development			Pre-existing Courses – live presentation
Pre-existing Course – on-line self directed learning			
Location:			
Target Start Date:		Target End Date:	
Approximate Training Hours Required:			
Milestones / Deliverables:			

2 SERVICES OFFERED

The Offeror will offer their most suitable Consultant by naming them below, attaching their resume and returning to the Purchaser.

Name(s):	
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Offerors will offer their most suitable Consultant (whose qualifications match or exceed the qualifications described in the CSA, who possesses relevant experience and is available for the assignment) by attaching their resume. As well as outlining qualifications, resumes should include the name and contact information for a reference who has supervised an assignment the Consultant has completed within the past year; if a Province of BC reference is available, it should be used. References may be checked.

The Offeror will offer a pre-existing course by naming it below.

Course:	
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The Offeror will provide the Services described above for the following fixed price.

Units (hours, modules, etc):	
Price:	

3 DRAW DOWN**The Purchaser and the Offeror agree to contract for the Services named above.**

Once approved below, the Draw Down will constitute acceptance by the Purchaser of the Offeror's offer under the CSA, with respect to the particular services described in the Statement of Work above, and at that time a contract is formed on the terms and conditions of the General Services Agreement, as contemplated under the CSA named above, for such services.

Approved:

Name:		Date:	
<i>(Purchaser)</i>			

Name:		Date:	
<i>(Offeror)</i>			