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## APPENDIX C

Services Agreement (NBSO & NB Power Holding Corporation)

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## SERVICES AGREEMENT

THIS AGREEMENT SHALL BE EFFECTIVE COMMENCING THE 1<sup>st</sup> DAY OF APRIL 2010.

**BETWEEN:**            **NEW BRUNSWICK POWER HOLDING CORPORATION**, a body corporate under the laws of New Brunswick, having its head office in the City of Fredericton and Province of New Brunswick, hereinafter called "NB Power Holding"

- and -

**NEW BRUNSWICK SYSTEM OPERATOR**, a body corporate under the laws of New Brunswick, having its head office in the City of Fredericton and Province of New Brunswick, hereinafter called "NBSO"

Both of which may hereinafter be referred to as "Party" or collectively as the "Parties".

**WHEREAS** the NBSO is an independent statutory corporation responsible for directing the operation of the transmission system, administering the Open Access Transmission Tariff and coordinating reliability for the Maritime Area;

**AND WHEREAS** the NBSO and NB Power Transmission Corporation (NB Power Transco") are parties to an agreement dated April 1, 2005 entitled Services Agreement, under which NB Power Transco provides certain services in respect to the NBSO employees and Directors;

**AND WHEREAS** as of the effective date of this Agreement, the above cited agreement between the NBSO and NB Power Transco will terminate;

**AND WHEREAS** NBSO wishes to have NB Power Holding provide certain services in respect to its Employees and Directors;

**AND WHEREAS** NB Power Holding wishes to provide these services;

**AND WHEREAS** NB Power Holding and NBSO wish to set out the terms and conditions that govern the services to be provided;

**NOW THEREFORE** in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 1.0 DEFINITIONS

### 1.1 Definitions

“Dispute” means any disagreement, controversy, question or claim (including a claim for indemnification) arising out of or relating to this Agreement, including, without limitation, with respect to its formation, execution, validity, application, interpretation, performance or breach, that cannot be resolved verbally by reasonable efforts between the Parties involved;

“Fees” means the fees referred to in Appendix 1 & 2;

“Services” means those Services set out in Article 3.

## 2.0 TERM OF AGREEMENT, RENEWAL AND AMENDMENT

2.1 This Agreement shall have a term of two (2) years, from **April 1, 2010 until March 31, 2012** inclusive, unless terminated or renewed as specified herein.

2.2 Subject to Article 3.2 herein, unless notice of termination is given by either Party to the other on or before **September 30, 2011**, this Agreement will automatically renew for a further period of one year. In subsequent years, renewal will be automatic unless notice of termination is given by either Party to the other on or before **September 30** of the previous year. On, or before, September 15 of each subsequent year, NB Power Holding shall provide to NBSO with updated cost estimates for the following fiscal year. In addition, and for clarification, should the fiscal year of one or both Parties be changed, the Parties may, by written agreement, adjust the date of termination to reflect the end of a fiscal year, and adjust the date of notification to be six (6) months in advance of the date of desired termination.

2.3 This Agreement may only be amended by mutual written agreement of the Parties.

2.4 Fees to be paid by NBSO to NB Power Holding are as set out in Appendix 1 & 2 attached hereto and forming part hereof. Except as otherwise specified in Appendix 1 & 2, no amount in addition to the Fees will be payable by the NBSO on account of expenses or disbursements of NB Power Holding.

## 3.0 LIST OF SERVICES

3.1 NB Power Holding shall provide the following Services to NBSO in respect of NBSO Employees and Directors of NBSO:

- a) Human Resources
- b) Information System Services
- c) Printing & Copying Services
- d) Voice Services

- 3.2 Detailed descriptions of the Services are contained in Appendix 1 attached hereto and forming part hereof. Services may be added to or subtracted from the above list as mutually agreed in writing by the Parties. Notwithstanding Article 2.2 above, the NBSO may, at any point during the term of this Agreement withdraw from any or all Service, upon the expiration of six (6) months written notice by the NBSO to NB Power Holding of such withdrawal. In such event, Fees payable under this Agreement shall be adjusted accordingly.
- 3.3 For greater certainty, the benefits administration included within Human Resources Article 3.1(a) and described in Appendix 1 is limited to the processing of forms and claims and related activities. Under no circumstances shall this Agreement be interpreted as requiring NB Power Holding to be in any way responsible for the payment of any deficits associated with the claims experience or pension funding of NBSO Employees or Directors.

#### 4.0 LEVEL OF SERVICE

- 4.1 The level of Service to be provided shall be as reasonably required by NBSO in conducting its day to day business activities. NB Power Holding shall provide all personnel, labour, materials, supplies, equipment, tools, transportation and other requirements necessary for the timely and proper performance of the Services.

#### 4.2 Non- Exclusivity

Nothing in this Agreement shall be construed as restricting NBSO from utilizing sub-contractors or consultants or from obtaining any of the Services from a third party or through its own resources.

#### 4.3 Licences

The Parties recognize that some of the more significant software licences related to the Services being provided under this Agreement have been granted to NB Power Holding and that new arrangements may need to be made with certain of the licence providers in recognition that the NBSO is now fully staffed with its own direct hire employees, including many who had been previously seconded from NB Power Transco. Accordingly, NB Power Holding agrees to make its best efforts to negotiate arrangements for the transfer or modification of existing licences at no cost to the NBSO. Should the NBSO incur any additional costs in respect to licencing requirements, NB Power Holding agrees to reimburse the NBSO for any such costs incurred during the period of April 1, 2010 and March 31, 2012. Notwithstanding the foregoing, NB Power Holding reserves the right, in its sole and unfettered discretion, to cease provision of Services to the NBSO in the event that to continue to do so would be cost prohibitive or jeopardize NB Power Holding's current licences or relationship with the licence providers.

**5.0 PERFORMANCE COVENANTS**

- 5.1 NB Power Holding warrants that throughout the term of this Agreement and any renewal thereof, it will maintain the expertise, facilities, equipment, financial capabilities and any other resources necessary to deliver the Services to NBSO.
- 5.2 Should NB Power Holding at any time during the term of this Agreement be unable to deliver the Services upon the terms and conditions of this Agreement, it shall notify NBSO immediately in writing. In such event, payment obligations of NBSO shall be reduced accordingly.

**6.0 FORCE MAJEURE**

- 6.1 Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to acts of God, labour disputes (including but not limited to strikes and lockouts), fires, riots, incendiaries, interference by civil or military authorities and compliance with the regulations or order of any Government Authority, and acts of war (declared or undeclared).
- 6.2 Both Parties shall be prompt and diligent to remove all causes of interruption or delay in the provision of Services, insofar as each is able so to do.

**7.0 BILLING AND PAYMENT**

- 7.1 Within five (5) business days of the end of each month NB Power Holding shall submit to NBSO an invoice for the costs and charges described in Appendix 1 & 2 attached, together with all supporting documentation as may be reasonably requested by NBSO.
- 7.2 The invoice is due and shall be paid by NBSO by the twentieth (20<sup>th</sup>) day of each month, or if the twentieth (20<sup>th</sup>) day of the month is a Saturday, Sunday or statutory holiday, the closest previous common business day to the twentieth (20<sup>th</sup>). Payments shall be made by wire transfer.
- 7.3 Any dispute respecting billing or payment shall be dealt with in accordance with Article 10 of this Agreement. Under no circumstances, however, shall payment be withheld pending the resolution of any dispute.

## 8.0 LIABILITY AND INDEMNIFICATION

- 8.1 NB Power Holding shall indemnify and save harmless the NBSO, its employees, agents, consultants, subcontractors, and/or directors from and against all claims, demands and/or losses of any type, including reasonable lawyers' fees, in connection with, or resulting from, gross negligence, willful misconduct, dishonest or fraudulent act of NB Power Holding, its employees, agents, consultants, subcontractors and/or directors in the performance of this Agreement;
- 8.2 In no other event shall either Party be liable to the other for indirect, punitive or consequential damages, or for loss of profits, whether in tort or in contract and the Parties hereby expressly waive any claim or recourse against one another for any such damages.

## 9.0 CONFIDENTIALITY

The Parties acknowledge that in order to fulfill the purposes of this Agreement they may need to collect, use or disclose certain data or personal information (the "Personal Information") concerning NBSO Employees and the members of NBSO Board of Directors. The Parties agree that each shall abide by the *Right to Information and Protection of Privacy Act*, S.N.B. c. R-10.6, and any other privacy legislation that is or may become applicable to them. Further, and for clarification, each Party agrees to hold all Personal Information in strict confidence and not to disclose it to any third party without the prior written consent of the person to whom the information relates, except as allowed or required by law. Further, the Party possessing the Personal Information shall use the same degree of care it uses with respect to its own Personal Information to prevent the unauthorized disclosure to a third party.

## 10.0 DISPUTE RESOLUTION PROCEDURE

- 10.1 Either Party may bring any Dispute to the attention of the responsible officer of the other Party for discussion. Such discussions shall be held in good faith and in a timely fashion.
- 10.2 Step Two: Any Dispute that is not resolved at Step One shall be taken up by the CEO of NBSO and a Vice President of NB Power Holding; such discussions shall be held in good faith and in a timely fashion.
- 10.3 Step Three: Any Dispute remaining unresolved at Step Two after a reasonable time and reasonable attempts at resolution, shall be determined in accordance with general principles of commercial arbitration and shall be governed by the provisions of the *Arbitration Act* (New Brunswick) except as expressly modified herein. The resolution of such disputes pursuant to the *Arbitration Act* shall be final and binding upon the Parties to this Agreement and there shall be no appeal therefrom, including any appeal to a court on a question of law, a question of fact, or a question of mixed fact and law. The application of subsection 7(2) of the

*Arbitration Act* is expressly excluded. The arbitrator shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change this Agreement in any manner.

## **11.0 AUDIT AND RECORDS RETENTION & TRANSFER**

- 11.1 NB Power Holding shall maintain complete and accurate records of the Services performed for the NBSO during the term of the Services Agreement and for a period of two years after performance of the Services or early termination of the term.
- 11.2 During the term, the NBSO and any person designated by the NBSO, shall have access to NB Power Holding's records and documentation relating to the Services, at all reasonable times, for the purpose of auditing and verifying the performance and Fees charged for the Services.
- 11.3 All of the records maintained under the Human Resources Services shall be returned to the NBSO by NB Power Holding upon expiry or earlier termination of the term. Notwithstanding the foregoing, NB Power Holding may retain a copy of the records to be returned to the NBSO where retention of such a copy is required by law or for audit purposes. Unless required by law, the NBSO's records shall not be sent, directed or transmitted to a third party. NB Power Holding shall give written notice to the NBSO of any request from another party for the release of any records of the NBSO, or records that support NBSO Services.

## **12.0 NOTICES**

- 12.1 Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given by facsimile or other means of electronic communication or by hand-delivery as provided below. Any such notice or other communication, if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the business day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this Article. Notices and other communications shall be addressed as follows:

New Brunswick Power Holding Corporation  
 P.O. Box 2030  
 515 King Street  
 Fredericton, New Brunswick  
 E3B 5G4  
 Attention: Secretary and General Counsel

New Brunswick System Operator  
P.O. Box 2020  
77 Canada St  
Fredericton, New Brunswick  
E3B 5G4  
Attention: Secretary and General Counsel

### **13.0 WAIVER**

- 13.1 The failure on the part of either Party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

### **14.0 ENTIRE AGREEMENT**

- 14.1 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth herein.

### **15.0 UNENFORCEABLE CLAUSES**

- 15.1 It is intended that all provisions of this Agreement shall be fully binding and effective between the Parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed to be severed from the remainder of this Agreement.

### **16.0 CLAUSES SURVIVING TERMINATION**

- 16.1 Any payment, indemnification and confidentiality provisions contained in this Agreement shall survive any termination of this Agreement.

### **17.0 SUCCESSORS AND ASSIGNS**

- 17.1 This Agreement may not be assigned by either of the Parties hereto without the prior written consent of the other Party. Any purported assignment by either Party of all or any of that Party's rights, duties or obligations under this Agreement without the prior written consent of the other Party is void.
- 17.2 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

**18.0 GOVERNING LAW**

18.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the day and year first written above.

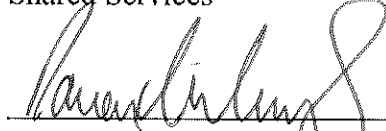
NEW BRUNSWICK POWER  
HOLDING CORPORATION

By:



Michael D. Gorman,  
Vice President Legal and  
Shared Services

By:



Darren Murphy  
Vice President  
Finance & CFO

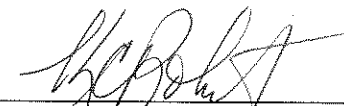
NEW BRUNSWICK SYSTEM  
OPERATOR

By:



Sylvain Gignac,  
President and CEO

By:



Kevin Roherty,  
Corporate Secretary



## Appendix 1 – Description of Services

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**(a) Human Resource Services (HR Services) include:**

- **Compensation & Benefits Administration** – Services to the NBSO include the maintenance of employee job records, employee benefits and other employee information supporting the compensation and benefits of NBSO employees.
- **Payroll** – Service to the NBSO include the administration and processing of the payroll for employees of the NBSO.
- **HR Systems Support** – Services to the NBSO include all HR Systems necessary for the administration of employee information for compensation, benefit and payroll purposes. NB Power Holding will provide the functional support (not technical) to ensure the HR systems run properly.

**Price – HR Services:**

Service	Pricing Method	Driver	Price 2010-11
<b>HR Services</b>	Driver based assignment	Number of NBSO positions supported	\$60,000.00

**(b) Information System Services (IT Services) include:**

- PC Management
- Application Hosting & Management
- Business Solutions
- Professional Services

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**PC Management Service Description:**

The standard package includes:

- A standard desktop PC, laptop, workstation, tough book or pen tablet that is refreshed through evergreening as required to support employee productivity. (the current standards are maintained and published regularly)
- Operating System software, Office Applications (Word, Excel), and Communications (web browser, e-mail) software.
- Access to personal and shared file storage, network printers, multifunctional devices (MFD) and the Intranet through the computer network.
- E-mail address and fax service.
- Internet access.
- Network security and virus protection.
- Help desk.

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- Disaster recovery (including DR for applications).
- Physical network and network management – all the servers, software, routers, switches and cables that constitute the computer network and the management to ensure it is available and efficient.
- Remote network access

#### PC Management - Definition of Incidents

Any event that is not part of the standard operation of a service and that causes, or may cause, an interruption to, or a reduction in, the quality of that service. These are sometimes referred to as break/fix events.

#### Standard software incidents:

This includes, but is not restricted to, events related to:

- Problems with PC standard image applications (e.g. Word, Excel, Outlook, PowerPoint)
- Internet
- Password resets
- Network drive & printer mapping

#### Dispatched incidents:

This includes events that are not Application Warehouse Hosting & Management-related that cannot be resolved on first contact and have been referred to third level Help Desk support. These events typically involve hardware and software other than the PC standard image. This includes, but is not restricted to, events related to:

- PC hardware issues
- Supported 3<sup>rd</sup> party applications (e.g. Project, Visio, Adobe Acrobat)
- Printer, hardware issues

#### PC Management - Definition of Standard Changes

This includes, but is not restricted to, service requests, and service level target, related to:

- IMACs (Installs, Moves, Adds, Changes) – 5 days
- 
- Printer regular maintenance – 5 days
- File restoration (from backup) – 5 days
- Procurement of standard hardware – 5 days
- Procurement of mobile devices (toughbooks & pentablets) – 15 days
- Standard install of mobile data terminal in single vehicle – 15 days
- Standard change-out/un-install of mobile data terminal to single vehicle – 10 days

#### PC Management Client Responsibilities

- Negotiate planned downtime windows for primary systems.
- Utilize the single point of contact (Help Desk) for reporting Information Systems problems.
- Support Information Systems in the joint maintenance of 24x7 *site access plans*.
- Collaborate with Information Systems in the establishment of technology support requirements.
- Utilize security request process and product procurement process.
- Utilize install, move, add and change (IMAC) process.
- Overtime worked to meet a client request must be pre-approved by the client and will be charged at an overtime rate.

#### PC Management Responsibilities

- Establish and reliably execute operating routines.
- Establish escalation and notification procedures.
- Maintain adequate resourcing and skill sets to meet service levels.
- Maintain adequate resourcing and skill sets to fulfil service requests.
- Seek approval from clients for incremental costs when overtime is required to provide services.

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#### **Application Hosting and Management Services Description**

Application Hosting and Management includes all maintenance and support required to ensure the reliability and efficiency of business systems. The following equipment and activities are included with each hosted application:

- Servers and network infrastructure – application servers, data storage, operating system and database software.
- All upgrades required to meet shared licensing agreements to a negotiated mutually agreed upon level of effort.
- Administration and maintenance of security and access to applications.
- Secure data storage for its data and periodic data backups of both centrally stored and application-related data.
- Help Desk (incident management) to report and obtain help resolving application-related problems.
- Production Acceptance – run, review, and verify the acceptance tests and deploy applications to the production environment
- Application and Network Management – to ensure that applications and systems are available.
- Consulting and advising on business applications

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## Application Hosting and Management Incident Priority Levels:

Incident Severity		Application Criticality		
		Primary	Secondary	Other
Severe	No Workaround	Urgent	High	Medium
Severe	Workaround	High	Medium	Medium
Moderate	No Workaround	Medium	Medium	Low
Moderate	Workaround	Low	Low	Low

- Severe Incident – the service is unavailable, critical functionality is no longer available or multiple users are affected.
- Moderate Incident – service functionality is reduced, performance has degraded, or non-critical functionality is unavailable.

NOTE: Information Systems' ability to achieve targets is dependent on number of applications in each of the Primary, Secondary and Other categories or concurrently affected.

## Application Hosting and Management Client Responsibilities

- Classify supported applications as Primary, Secondary or Other.
- Specify required support window for each application.
- Negotiate planned downtime windows for primary systems.
- Participate in Change Management and Production Acceptance processes (e.g. with testing, report specifications and problem resolution).
- Utilize the single point of contact (Help Desk) for reporting IS problems.
- Provide appropriate end-user support for incident resolution.
- Identify end user "VIP List" and related expectations.
- Support Information Systems in the joint maintenance of 24x7 *site access plans*.
- Collaborate with IS in the establishment of technology support requirements.
- Utilize security request process.
- Utilize work request process.
- Prioritization of helpdesk incidents weekly
- Overtime worked to meet a client request must be pre-approved by the client and will be charged at an overtime rate.

## Application Hosting and Management Responsibilities

- Establish and reliably execute operating routines.
- Monitor all critical applications and infrastructure elements.
- Assign priority level to reported incidents.
- Establish escalation and notification procedures.
- Maintain adequate resourcing and skill sets to meet service levels.
- Maintain adequate resourcing and skill sets to fulfil service requests.
- Seek approval from clients for incremental costs when overtime is required to provide services.

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### **Business Solutions Services Description**

- Project Proposal or Statement of Work
- Preliminary Analysis (PA)
- Delivery
- Professional Services

### **Business Solutions Client Responsibilities**

- Negotiate scope change agreements.
- Negotiate and agree to client responsibilities and Business Solutions Delivery responsibilities.
- Ensure availability of client skill sets.
- Overtime worked to meet a client request must be pre-approved by the client and will be charged at an
- Overtime rate.

### **Business Solutions Responsibilities**

- Negotiate and agree to Business Solutions Delivery responsibilities and client responsibilities.
- Seek approval from clients for incremental costs when overtime is required to provide services.

### **Professional Services Description**

Information Systems provides project or technical staff on a daily or monthly basis in the following areas:

- Project Management
- IS Planning
- Consultation
- Systems Analysis
- Functional Analysis
- Development
- Research
- Technical Writing
- Training
- Organizational Readiness.

### Pricing – Information System Services

Service	Detail	Pricing Method	Driver	Price	Price Estimate 2010-11
	PC Management	Usage	Combination of Devices, Printers and Connectivity	Combination	\$131,545
	Application Hosting and Management - PeopleSoft	Usage	Per employee	\$522.11	\$26,628
	Business Solutions Delivery	Usage	Direct Labour Hour		

#### Pricing Notes: Information Systems Services

PC Management services are charged as follows:

Recurring charge – based on number of devices and server storage space (as per a semi-annual count). The recurring charge includes:

- Hardware lease costs (laptop, desktop, tough books, etc.)
- Connectivity and infrastructure costs
- Lease costs for MFDs and printers
- Storage costs (email, server space, etc.)

Application Hosting and Management services are charged as follows:

Peoplesoft - recurring charge based on number of employees (as per annual count)

Business Solutions Delivery services are charged as follows:

Business Solutions Delivery services are charged at an hourly rate for any of the following Business Solutions Delivery sub-services: *Project proposals or statements of work; preliminary analysis; project delivery; or professional service (see below for more detail).*

Business Solutions Delivery provides project services required to successfully deliver information systems solutions. The specific services provided by Information Systems, from inception through implementation, are determined on a project-by-project basis.

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**PRINT AND COPY Service Descriptions**

Printing and Copy services include:

- Provide printing services in full colour and black & white from both hard-copy and digital originals in a variety of formats including letter, legal, tabloid, speciality and wide-format.
- Provide a variety of bindery options including comb/cerlox binds, signature booklets, thermal tape, spiral coil, as well a variety of staple bind options.
- Provide many finishing choices including laminating, cutting, folding, padding, and punching (3-hole and specialty).

Print and Copy Service Client responsibilities

- Provide clear specifications for print work.
- Overtime worked to meet a client request must be pre-approved by the client and will be charged at an overtime rate.

Print and Copy Service responsibilities

- Establish with the client commitment dates for completion of jobs.
- Ensure commitment dates are met.
- Seek approval from clients for incremental costs when overtime is required to provide services.

**Pricing – Print and Copy**

Service	Pricing Method	Allocation Driver	Price per job	Price Estimate 2010-11
Printing & Copy	Usage	Per job	Quoted per job	\$19,541

**PRINT AND COPY - Pricing Methods**

1. Printing and Copy– usage charge based on time and materials.

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## Voice Services Descriptions

Office Telephone Infrastructure, landline and circuit Services – provide all of the services related to office phones and infrastructure including:

- Avaya Managed Services – Avaya baseline charges, telephone lines and main boxes based on number of phone lines (based on annual count).
- Direct Infrastructure cost – Telecommunication in equipment infrastructure and maintenance directly related to specific applications and systems, other than desk phones, that are directly traceable to a end user.
- Direct Aliant land line & circuit cost – Aliant land line and circuit charges related to Plant and Regional Office lines.
- Procurement – procure all telephony equipment and systems.
- System Maintenance – provide ongoing operation and maintenance of associated telephony equipment and systems. This includes maintaining disaster recovery system infrastructures and processes.
- Database Maintenance for voice-mail, call detail recording, and PBX Switch (IVR/CTI and other voice telecommunications systems, such as ATM, are currently supported by NB Power Transmission Corporation).
- Moves, Adds and Changes for telephones, telephone programming, network facilities and system programming, Monday to Friday, 8:00am to 5:00pm.
- Problem Management – administration and resolution of problems, repairs and alarms. We also provide 24-hour remote monitoring on Avaya products to diagnose and resolve problems almost instantaneously (does not include monitoring done by IQ services).
- Support – provide 24x7 maintenance and repair support for both on-site and off-site resources. Our support includes site management, a help desk, telco co-ordination, voice systems network management, and customer contact centre telecommunications.
- Training/Business Enhancements – provides clients with training on the effective use of office telecomm features and functionality.
- System Planning – provide planning around system expansion and upgrades for emerging or future business requirements.
- Asset Management – manage all telecom equipment and associated items, including tracking, monitoring and maintenance of appropriate records.
- Help Desk – available for assistance in resolving questions and issues, or with any general inquiries.
- Reporting – create and distribute reports that detail long distance use on either a specific or an exception basis.
- Calling Cards are available through Aliant. All long distance calls made using a calling card are charged to your office phone number.

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Mobility Services - provide all of the services related to cellular phones, pagers and mobile e-mail devices (black berry or smart phones) including:

- Procurement – procure all associated cell phones and pagers through our mobility partner, Aliant.
- Activation and Deactivation – provide all activation and deactivation of cell phone and pager accounts.
- Reporting – Create and distribute reports detailing usage of cell phones and pagers.
- Mobility charges – direct charges for mobility devices and long distance usage for cell phones, air cards, blackberry's and pagers.

#### Voice Services Client Responsibilities

- Overtime worked to meet a client request must be pre-approved by the client and will be charged at an overtime rate

#### Voice Services Responsibilities

- Seek approval from clients for incremental costs when overtime is required to provide services.

#### Pricing – Voice Services

Service	Detail	Pricing Method	Driver	Price Estimate 2010-11
Voice Services	Avaya Managed Services	# of	Number of Avaya lines	\$30,129
	Infrastructure Cost	Direct Trace		\$601
	Mobility Usage Charges	Direct Cost	Device Usage	\$7,384

#### Voice Services - Pricing notes

Voice services are charged as follows:

Baseline charge - recurring charge for office phones and infrastructure, based on number of phone lines (as per annual count).

Service usage – direct charge for long distance and mobility (cell phone, pager and black berry usage).

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## Appendix 2 – Summary of Estimated Prices

Service	Price Estimate 2010-11
Human Resources Services	\$60,000
Drawing and Document Services	
Print and Copy Services	19,541
Information Management Services	
PC Management	131,545
Application Hosting & Management - PeopleSoft	26,628
Business Solutions Delivery	
Schedule G - Voice Services	
Avaya Managed Services	30,129
Infrastructure Cost	601
Aliant Landline & Circuit Costs	
Mobility Usage Charges	7,384
Total Estimated Price	
<b>Total Estimated Price</b>	<b>\$275,828</b>

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