CORPORATE SUPPLY ARRANGEMENT



for Employee Safety Monitoring Services CS-000811

THIS CORPORATE SUPPLY ARRANGEMENT is made the 1st day of May, 2015.

Tsunami Solutions Ltd. 202–2055 Boundary Rd. Vancouver BC V5M 3Z1 Phone: 604-299-5855

Email: info@safetyLine.ca

(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) "Administration Fee" means the administration fee described in Schedule "F", Section 6;
- b) "Administrative Requirements" means those requirements set out in Schedule "F";
- "Contract" means the contract that is formed on receipt by the Offeror of a Purchase Document for the Services described in the Purchase Document, 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 https://www2.gov.bc.ca/assets/gov/britishcolumbians-our-governments/services-policies-forgovernment/policies-procedures/core-policy-manual/ policies/gsa-template.docx, 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 and F 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 Purchase Document requesting the Services under this CSA;
- e) "Corporate Supply Arrangement" or "CSA" means this CSA;
- f) "Offeror" means Tsunami Solutions Ltd. also identified as Tsunami;

- g) "Offeror's Representative" means the representative and designated back-up assigned by the Offeror to administer the CSA;
- h) "Prices" means the prices for the Services set out in Schedule "B" to the CSA;
- i) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes Procurement Services and any ministries of the Province;
- j) "Province Representative" means Ruth-Ann Webster, Procurement Specialist, or such other individual designated from time to time by the Province to administer this CSA on behalf of the Province;
- k) "Public Sector Entity" or "Entities" means a
 broader public sector organization listed at the
 Procurement Services' website that has been qualified
 to issue a Purchase Document against a CSA, and also
 such organizations as may be qualified and added to
 the list from time to time;
- "Purchase Document" means a written Purchase Document 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;

- m) "**Purchase**" means to order Services by way of a Purchase Document against the CSA.
- n) "Purchaser" means the Province or a Public Sector Entity that has issued a Purchase Document;
- o) "**Procurement Services**" means the Procurement Services Branch, Ministry of Technology, Innovation and Citizens' Services; and
- "Services" means those services described in Schedule "A".
- 1.2 All references to dollars, currency, and money must mean Canadian dollars (\$CAD).
- 1.3 Unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

EXPIRY

2.1 This CSA will expire on **April 30, 2018** 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:
 - 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 Purchase Document by the Offeror;
 - a Purchase Document will form a Contract only for those Services in respect of which a Purchase Document has been issued by a Purchaser, provided always that such a Purchase 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.pss.gov.bc.ca/psb/gsa/docs/GSA_M ay_14_2014.docx, 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 and F 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) 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;
- g) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Purchases. The Province will promptly notify the Offeror of such action;
- h) any changes to this CSA are to be documented by way of a written addendum between the Offeror and the Province;
- 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;
- j) the Offeror will reimburse the Administration Fee in accordance with Schedule "F";
- k) 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;
- 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

CORPORATE SUPPLY ARRANGEMENT - PUBLIC SECTOR ENTITIES

- 3.2 With respect to Purchases 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 Purchase 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 Purchase 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.

PURCHASE MECHANISM

- 4. The Services may be ordered by various methods, including: in person, telephone, facsimile, or email, so long as a written Purchase Document is presented that includes at a minimum:
 - (a) the reference number for this CSA;
 - (b) the name/description of the Purchaser;
 - (c) the specified quantity of the Services that are being ordered; and
 - (d) the maximum amount payable for the Purchase.
- 5. Purchases 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 Purchase.
- 6. If the Purchaser issues a Purchase Document 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 Purchase Document,

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 PURCHASES 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.pss.gov.bc.ca/psb/gsa/docs/GSA_May_14_2014.docx, 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 Purchases made before the expiry of such notice period.

SIGNED by the Offeror	
(Authorized Signatory)	Title
Print Name	-

SCHEDULE "A" SERVICES

The Services will include:

- access for incoming calls and messages from a variety of communication tools;
- receiving and recording notification from users regarding their particulars; and
- an emergency follow-up process that is initiated when a user has not checked in at the appropriate time.

The Services will be available to users working alone, in isolation or in settings that may be deemed unsafe/vulnerable, for example after hours in buildings, working in dangerous terrain, driving on remote resource roads, or working with high risk clients.

The Services are to be provided on an as, if and when requested basis and no commitments or guarantees are made with respect to the number or value of Purchase Documents that may be issued to the Offeror over the Effective Period, in total or from a specific ministry or Entity.

Users each typically have a 'normal-use' hardware device (provided by the Purchaser) for their interaction with the Services. These devices are likely mobile communications hardware of some sort, and as such are prone to issues of Out-of-Coverage, breakage, damage, battery drain and misuse. The Services are not tied exclusively to any one device, therefore a user with a failed device may simply seamlessly switch to using another available and/or another method of connecting (i.e. cellular, landline, internet, mobile data, satellite). For example, many users connect via cellular phone. At times they may be out of cellular coverage area and so could then seamlessly switch to using either a satellite phone or something like a SPOT messenger. In the case of one of these devices failing still, they could then switch to another. The Services will allow for users to do so without discrimination or error.

Monitors are the person or persons set to respond in the event of an emergency. They will receive notification of a user emergency, be given full information, and be able to take appropriate action. Monitors may be anyone such as co-workers, managers, supervisors, employers, an internal dispatching or call-taking desk, or even optionally Tsunami's partner back-up Monitoring Centre (provided by The Commissionaires of BC).

All Monitors may access the system via telephone, web, and mobile data. They will also be notified of emergencies on all of these networks. In case one is unavailable or non-functional for that monitor, they may switch to the other.

In cases where Monitors are still not available via all of these channels, the Services provide the option to use a fall-back 24hr Manned Call Centre (provided in partnership by the Commissionaires of BC).

Training:

Tsunami will provide a complete training package for the Services ("SafetyLine"). Tsunami will ensure that all users are trained on the initial operation of SafetyLine, as well as supported for any ongoing questions or issues, and provided additional training of any feature updates as required. All materials are available in electronic format. Users, Monitors and administrators will be given the following training resources:

- Teleconference/webinar training sessions
- Optional on-site training sessions, as required.

- Online e-Learning tool for self-guided education (always available).
- Complete manuals for Monitors, and administrators.
- Quick Guides for start-up and for various specific topics.
- Telephone system quick-reference Wallet Cards.
- Tutorial videos.
- Online support website including help-ticketing system and access to the SafetyLine knowledgebase: guides, tutorials, FAQs, manuals, videos, and e-learning system.
- Ongoing Support: telephone (toll-free), email, and online help ticketing system.

Reporting:

SafetyLine will provide reporting capabilities, all of which can be generated or printed remotely using the Web application, either daily, weekly, monthly and/or ad hoc. All information and events (including media) is logged on SafetyLine, and is guaranteed available for a minimum 1yr period (however is typically available for the full duration service activity). Reports are available by the following: Activity, Emergencies, Voice & Data, Monitoring Usage, Long Distance, Inbound Long Distance, Company Log and Usage. They can be ordered by User, Group and/ or any time period or time zone. The SafetyLine system is typically configured with a grouping that matches the organizational structure of the BC government's own groupings. As such, it is easy to generate reports (either monthly, or ad-hoc) that clearly identify users, branches and ministries. Tsunami is also able to provide monthly reports as they relate to billing, including the ability for various types of breakdown, upon request.

The Contractor will:

- a. invoice the Province and Public Sector Entities in accordance with Schedule B Fees and Expenses;
- b. ensure all data and back-ups, including but not limited to communications, messages, records, and audio recordings, stored by the Offeror will be stored in Canada;
- c. provide 24-hour, seven-day-per-week access to the Services from across the province;
- d. ensure the Services are delivered using multiple inbound lines accessed by:
 - a world-wide toll-free number; and
 - a direct line number;
- e. provide access for incoming calls and messages from land-line telephone, cellular telephone, satellite telephone, and hand-held telecommunication devices;
- f. provide access for incoming calls in excess of 2,000 per month with uninterrupted availability of service;
- g. receive check-in calls from changing, secondary locations (e.g. motel rooms);
- h. receive and record employee information including departure/arrival times and locations;
- i. have an emergency follow-up process that is initiated when an employee has not checked in at the appropriate time;

- j. ensure incidents requiring emergency follow-up will be assigned to other emergency response agencies as appropriate; and
- k. comply with the *Freedom of Information and Privacy Protection Act*. More information can be found at: http://www.bclaws.ca/Recon/document/freeside/--%20f%20--/freedom%20of%20information%20and%20protection%20of%20privacy%20act%20%20rsbc%201996%20%20c.%20165/00_act/96165_01.xml.

SCHEDULE "B" FEES AND EXPENSES

Pricing will be firm for the initial term of the CSA.

The Contractor is to invoice the Purchaser either monthly or at a frequency as agreed with the Purchaser.

Invoices are to show all fees and are to include (but not be limited to) the following information:

- Invoice number;
- CSA number;
- Date services performed;
- Quantity and type of services performed; and
- Maximum amount payable for each Purchase Document.

In addition to the fees described in this Schedule, the Contractor will remit to the Province the Administration Fee, as described in Schedule F.

Pricing Option 1 – Per User Pricing:

[Pricing available to authorized users only – Refer to the CSA web page for details]

Pricing Option 2 – Flat Rate Pricing:

[Pricing available to authorized users only – Refer to the CSA web page for details]

If the Purchaser elects for flat rate pricing, there will be no additional charges for calls/messages, regardless of number of calls/messages per month. There will also be no additional charges for ad hoc reports or missed check-ins.

SCHEDULE "C" APPROVED SUBCONTRACTORS

None.

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 commencement of the Services, 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 Term, 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:

PROCUREMENT SERVICES CSA CONTACTS

1. For further information or clarification regarding:

Administration (Province):

CSA Administrator

Email: CSA@gov.bc.ca Phone: 250-387-7300

Representative (Province):

Ruth-Ann Webster, Procurement Specialist

Email: Ruthann.Webster@gov.bc.ca

Phone: 250-387-7300

REPORTING PROCEDURES

Quarterly Purchase Reports

2. Offeror is required to submit Purchase reports to Procurement Services on a quarterly basis.

The Purchase report for:

Is due:

January, February, March
April 30
April, May, June
July 31
July, August, September
October, November, December
January 31

- 3. Quarterly Purchase information must be in MS Excel format and sent via email by the Offeror to csa@gov.bc.ca and include the CSA # in the subject line.
- 4. The report must contain at a minimum:

CSA #;

Date of Purchase;

Purchaser;

Service(s) ordered;

Quantity ordered;

Total price for individual Purchases;

Administration Fee Owed.

5. The Offeror shall provide a quarterly report regardless of whether or not any Purchase Documents are received in that month, and in each quarterly report will provide an explanation for any missing data.

Quarterly Fee Remission

6. Administration Fee. Each quarter, the Contractor must submit to Procurement Services Branch a cheque for one percent of all sales (exclusive of taxes and travel expenses) that were reported to Procurement Services on the quarterly Purchase report, including sales to any Public Sector Entity. The cheque must be payable to the Minister of Finance, and sent to the CSA Administrator 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: Is due:

January, February, MarchApril 30April, May, JuneJuly 31July, August, SeptemberOctober 31October, November, DecemberJanuary 31

- 7. Purchase reports will be checked against the Procurement Services Branch copies of the Purchase Document to verify accuracy. Procurement 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 Procurement 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.