

ADDRESS BIDS TO/ ADRESSER LES SOUMISSIONS À:

c/o Kenny Leung,
 Senior Procurement Officer
 Shared Services Canada
 180 Kent Street | 13th Floor
 Ottawa, Ontario Canada K1P 0B6

**REQUEST FOR PROPOSAL
 DEMANDE DE PROPOSITION,**

Proposal To: Shared Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition aux: Services partagés Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

Comments - Commentaires

This document contains a Security Requirement.

Issuing Office – Bureau de distribution

SSC | SPC
 Procurement and Vendor Relationships |
 Achats et relations avec les fournisseurs
 180 Kent Street | 180, rue Kent
 Ottawa, Ontario
 K1P 0B6

Title – Sujet Iridium Satellite Services Streams 1, 2 and 3 for SSC	
Solicitation No. – N° de l'invitation	Date February 20, 2017
Client Reference No. – N° référence du client	
File No. – N° de dossier N/A	
Solicitation Closes – L'invitation prend fin at – à 2 :00 pm EDT on – le Mar. 07, 2017	Time Zone Fuseau horaire
D.D.P (Delivery Duty Paid) Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Kenny Leung	Buyer Id – Id de l'acheteur CCG
Telephone No. – N° de téléphone : 613-790-6964	FAX No. – N° de FAX
Email : Kenny.Leung@Canada.ca	
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)
Signature
Date

**BID SOLICITATION
IRIDIUM SATELLITE SERVICES
STREAM 1, STREAM 2 AND STREAM 3
FOR
SHARED SERVICES CANADA
TABLE OF CONTENTS**

PART 1	GENERAL INFORMATION	5
1.1	Introduction	5
1.2	Summary	5
PART 2	BIDDER INSTRUCTIONS	7
2.1	Standard Instructions, Clauses and Conditions.....	7
PART 3	BID PREPARATION INSTRUCTIONS.....	12
3.1	Bid Preparation Instructions.....	12
3.2	Section I: Technical Bid.....	13
3.3	Section II: Financial Bid.....	15
3.4	Section III: Certifications	16
PART 4	EVALUATION PROCEDURES AND BASIS OF SELECTION	17
4.1	Evaluation Procedures	17
4.2	Technical Evaluation	17
4.3	Financial Evaluation	17
4.4	Basis of Selection	18
4.5	Supply Chain Integrity Process	19
4.6	Non-Disclosure Agreement.....	22
PART 5	CERTIFICATIONs.....	23
5.1	General	23
5.2	Mandatory Certifications Required Precedent to Contract Award	23
5.3	Additional Certifications Precedent to Contract Award.....	25
PART 6	SECURITY, FINANCIAL AND OTHER REQUIREMENTS	27
6.1	Security Requirement	27
6.2	Financial Capability	27
PART 7	RESULTING CONTRACT CLAUSES.....	28
7.1	Requirement	28
7.2	Service Order.....	29
7.3	Various Stream of Iridium Services and Terminal Equipment in Canada.....	32
7.4	Minimum Work Guarantee.....	32

7.5	Standard Clauses and Conditions	33
7.6	Security Requirement	34
7.7	On-going Supply Chain Integrity Process	34
7.8	Change of Control	37
7.9	Contract Period	38
7.10	Authorities	39
7.11	Proactive Disclosure of Contracts with Former Public Servants	39
7.12	Payment	39
7.13	Exchange Rate Fluctuation Adjustment	45
7.14	Invoicing Instructions	46
7.15	Procure to Payment (P2P) System	46
7.16	Certifications	47
7.17	Applicable Laws	47
7.18	Priority of Documents	47
7.19	Dispute Resolution	47
7.20	Foreign Nationals (Canadian Contractor)	48
7.21	Insurance Requirements	49
7.22	Limitation of Liability for Satellite Services	49
7.23	Deliverable Specific Substitution of Satellite Products	51
7.24	Extension of Existing Product Line	51
7.25	Assessment of New Products	52
7.26	Published Price Updates	52
7.27	Joint Venture Contractor	52
7.28	Telecommunications Services	53
7.29	Responsibility of Canada for Content Transmitted or Received using Satellite Services	53
7.30	Training	54
7.31	Professional Services - General	54
7.32	Safeguarding Electronic Media	55
7.33	Reporting Requirements	55
7.34	Representations and Warranties	55
7.35	Access to Canada's Property and Facilities	55
7.36	Transition Services at End of Contract Period	56

List of Annexes to the Resulting Contract:

Annex A1 - Stream 1 Statement of Work (SOW)
Appendix A to Annex A1 – Billing Detail Layout
Appendix B to Annex A1 – List of Clients

Annex A2 - Stream 2 Statement of Work (SOW)
Appendix A to Annex A2 – Billing Detail Layout
Appendix B to Annex A2 – List of Clients

Annex A3 - Stream 3 Statement of Work (SOW)
Appendix A to Annex A3 – Billing Detail Layout
Appendix B to Annex A3 – List of Clients

Annex B Pricing Tables:

Annex B1 - STREAM 1 - Pricing Table
Appendix F to Annex B1 – Stream 1 – Published Price List (PPL)

Annex B2 - STREAM 2 - Pricing Table
Appendix F to Annex B2 – Stream 2 – Published Price List (PPL)

Annex B3 - STREAM 3 - Pricing Table
Appendix F to Annex B3 – Stream 3 – Published Price List (PPL)

Annex C1 - STREAM 1 - Security Requirements Check List (SRCL)
Annex C2 - STREAM 2 - Security Requirements Check List (SRCL)
Annex C1 - STREAM 3 - Security Requirements Check List (SRCL)

Annex D – Service Order Form (Sample)
Annex E – Monthly SO Reporting Form (Sample)
Annex F – Claim for Exchange Rate Adjustments

Forms:

- Form 1 – Bid Submission Form
- Form 2 – Federal Contractors Program for Employment Equity – Certification
- Form 2A – IT Supply Chain Form
- Form 3 – Substantiation of Technical Compliance Form
- Form 4 – Off-the Shelf and OEM Certification Form
- Form 5 – Software Publisher Certification Form
- Form 6 – Iridium Service Provider or Iridium Value – added Reseller (VAR) Certifications
- Form 7A – Project Reference Form for STREAM 1
- Form 7B – Project Reference Form for STREAM 2
- Form 7C – Project Reference Form for STREAM 3
- Form 8 – Supply Chain Integrity Form

BID SOLICITATION FOR IRIDIUM SATELLITE SERVICES STREAM 1, STREAM 2 AND STREAM 3 FOR SHARED SERVICES CANADA

PART 1 GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus forms and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work and any other annexes.

1.2 Summary

- a. This bid solicitation is being issued by Shared Services Canada (SSC) to satisfy the requirement for Iridium Satellite Services as and when requested. The resulting contract(s) will be used by SSC to provide shared services to its clients, that include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract Period, and those other organizations for whom SSC's services are optional at any point during the Contract Period and that choose to use those services from time to time.
- b. This requirement is for the provision of satellite services as well as for the provision of terminal equipment, repair and support of said equipment for use by SSC for the following three Streams:
 - Stream 1** - Iridium Narrowband (Voice, Data and Pager), Broadband (Voice and Data) and Push-to-Talk Satellite Services and Terminal Equipment;
 - Stream 2** - Tracking and Messaging and Related Satellite Airtime Services and Terminal Equipment; and
 - Stream 3** - Iridium Short Burst Data and Rudics Satellite and Data Management Services.
- c. Number of Contracts: SSC intends to award up to 3 separate contracts, one per Stream, to different successful bidders or to one bidder should it be the successful bidder under each Stream. If a bidder is successful in more than one stream Canada reserves the right to include all awarded streams in one contract.

- d. Term of Contracts: SSC intends to award the contracts for a contract period of 3 year, plus 3 one-year irrevocable options allowing Canada to extend the term of the contract. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- e. There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.tpsgc-pwgsc.gc.ca/app-acq/index-eng.html>) Website.
- f. This procurement is subject to the National Security Exception contained in Canada's domestic and international trade agreements.
- g. Bidders are to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 (2015-07-03) Goods or Services - Competitive Requirements.
- h. For services requirements, Bidders in receipt of a federal government pension or a lump sum payment are to provide the required information as detailed in Part 5 of the bid solicitation.
- i. There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and Form 3, "Federal Contractors Program for Employment Equity – Certification."

PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
 - b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
 - c. For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
 - d. The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
 - e. Section 3 of the 2003 Standard Instructions – Goods and Services – Competitive Requirements is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”
 - f. Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - i. Delete: sixty (60) days
 - ii. Insert: one hundred and eighty (180) days
 - g. Sections 6 and 7 of the 2003 (2016-04-04) Standard Instructions – Goods and Services – Competitive Requirements are deleted;
 - h. Section 10 of the 2003 (2016-04-04) Standard Instructions – Goods and Services – Competitive Requirements is amended by:
 - i. changing the title to read “Legal Capacity and Ownership and Control Information”;
 - ii. numbering the first paragraph as number 1.; and
 - iii. adding the following paragraphs to the section:
2. The Bidder must provide, if requested by the Contracting Authority, the following information as well as any other requested information related to the ownership and control of the Bidder, its owners, its management and any related corporations and partnerships:
- (a) An organization chart for the Bidder showing all related corporations and partnerships;
 - (b) A list of all the Bidder's shareholders and/or partners, as applicable; if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner; and
 - (c) A list of all the Bidder's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner. In the case of a joint venture Bidder, this information must be provided for each member of the joint venture. The Contracting Authority may also require that this information be provided in respect of any subcontractors specified in a bid.

3. For the purposes of this section, a corporation or partnership will be considered related to another party if:
 - (a) they are “related persons” or “affiliated persons” according to the Canada Income Tax Act;
 - (b) the entities have now or in the two years before the closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (c) the entities otherwise do not deal with one another at arm’s length, or each of them does not deal at arm’s length with the same third party.
- i. Section 11 of the 2003 (2007-11-30) Standard Instructions – Goods and Services – Competitive Requirements is amended by Canada reserves the right to:
 - a. reject any or all bids received in response to the bid solicitation;
 - b. enter into negotiations with bidders on any or all aspects of their bids;
 - c. accept any bid in whole or in part without negotiations;
 - d. cancel the bid solicitation at any time;
 - e. reissue the bid solicitation;
 - f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
 - g. negotiate with the sole responsive Bidder to ensure best value to Canada.
- i. Section 12 of the 2003 (2016-04-04) Standard Instructions – Goods and Services – Competitive Requirements is amended by adding the following subsection (A):
 - (A) Canada also reserves the right to reject a bid where Canada is of the opinion that awarding the contract to the Bidder could be injurious to the national interest or to national security.
- j. The 2003-1 Supplemental Standard Instructions - Telecommunications (2015-04-01) are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003-1 and this document, this document prevails.

2.2 Submission of Bids

- a. Bids must be addressed to the Contracting Authority and the location indicated on page 1 of the bid solicitation. A cancellation date stamp, a courier bill of lading or a date stamped label from a Delivery Company must indicate that the Bid was received on or before the closing date and time. Delivery Company means an incorporated courier company, Canada Post Corporation or a national equivalent of a foreign country. The Contractor Authority will have the right to ask for information from the Bidder or the Delivery Company to verify that the response was received by the Delivery Company on or before the closing date and time. Failure to comply with this request will render the response non-responsive.
- b. Bids must be submitted to SSC by:
 - i. the Respondent’s representative in person; or
 - ii. registered mail; or
 - iii. an incorporated courier company.

If the Bidder plans to deliver the response by hand or by courier to the Contracting Authority, the Bidder is requested to contact the Contracting Authority at Kenny.Leung@Canada.ca mailbox at least 48 hours before the closing date to make arrangements for the delivery date and time of its intended response. If the Bidder does not make arrangements 48 hours in advance with the Contracting Authority for delivery of its Bid response, SSC may not be able to accommodate the Bidder, but SSC is not responsible for making a representative available to receive the Bid response at any time other than the closing time. Upon receipt of any Bid response delivered by hand or by courier, the Bidder or the courier, as well as the SSC Contracting Authority, must sign

an SSC bid receipt confirmation form, a copy of which will be provided to the Bidder or Courier Company.

Due to the nature of the RFP, Bids transmitted by facsimile or e-mail to Shared Services Canada will not be accepted.

Bidders intending to submit a Bid response are requested to send an e-mail notification to Kenny.Leung@Canada.ca prior to the closing date indicating their intention to submit a response.

2.3 Former Public Servant

- a. Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

b. Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act, R.S.](#) 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

c. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- i. name of former public servant;
- ii. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

d. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- i. name of former public servant;
- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks;
- vii. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

- a. Enquiries regarding the RFP must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date; otherwise enquiries may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

2.6 Volumetric Data:

Description	Stream 1	Stream 2	Stream 3
Iridium voice subscription	3483		
Iridium Pager subscriptions	27		
Iridium Open Port subscriptions	28		
Iridium PTT subscriptions	35		
Iridium PTT Talk groups (Medium)	3		
Iridium North American Phone number	7		
Iridium Voice Mail service	137		
Iridium Suspend	2		
Iridium SBD Monthly subscriptions		1025	
Tracking and Messaging platform users (Hosted)		755	

Tracking and Messaging platform (Servers)		1	
Iridium RUDICS subscriptions			114
Iridium SBD subscriptions			24

- c. The estimated volume data for each Stream of Iridium Services has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the Iridium Satellite Services will be consistent with this data. It is provided purely for information purposes.

PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:
 - i. Section I: Technical Bid (2 hard copies and 2 soft copies on USB or CD or DVD);
 - ii. Section II: Financial Bid (2 hard copies and 2 soft copies on USB or CD or DVD);
 - iii. Section III: Certifications (2 hard copies and 2 soft copies on USB or CD or DVD);
 - iv. All CDs and DVDs should be clearly labeled with the Bidder's name, the solicitation number and the signature of an authorized representative of the Bidder.
 - v. If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
 - vi. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:
 - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative;
 - iv. include a table of contents; and
 - v. use page numbering on all pages.
- c. **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:
 - i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
 - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.
- d. **Submission of Only One Bid per Stream from a Bidding Group:**
 - i. A Bidder, including related entities, will be permitted to participate in the submission of one bid per competed streams (maximum of three bids).
 - ii. The submission of more than one bid per stream from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid per stream, Canada will choose in its discretion which bid to consider.
 - iii. For the purposes of this article, "bidding group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:
 - iv. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - v. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;

- vi. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- vii. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

e. **Joint Venture Experience:**

- i. Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.
- ii. Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

3.2 Section I: Technical Bid

- a. In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- b. The technical bid consists of the following:
 - i. **Bid Submission Form (Form 1):** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information requested by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to provide the additional information or make the correction. Providing the information when requested during the evaluation period is mandatory.
 - ii. **Evaluation of Compliance with Mandatory Experience Requirements**
 - A. The Project Reference Forms 7A, 7B and 7C will be evaluated for completeness. If Canada determines that the information required by the project reference form is incomplete or missing, Canada may request the bidder to submit said form and will provide the respondent with an opportunity to do so. The Respondent will have 3 FGWD (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to comply with the request of the Contracting Authority and provide any required information within the requested time period will result in the response being disqualified.

- B. Each mandatory experience requirement will be evaluated separately on a pass/fail basis.
 - C. Canada is not obliged to, but may in its discretion, contact the primary reference, in order to validate that any information provided by the Respondent about work performed for that reference is accurate. Canada may conduct the reference check with respect to none, some or all of the mandatory experience requirements. Canada will conduct any project reference validation check in writing by e-mail by sending the reference (primary) a copy of the completed and signed Project Reference Form. Canada will email (copying) the Respondent's contact when an e-mail is sent out for project reference validation checks.
 - D. If Canada chooses to contact one or more references to validate information provided by a Respondent, Canada must receive the reference's response within 5 FGWD from the date of the request. On the third day after sending out the e-mail(s), if Canada has not received a response from the reference, Canada will notify the Respondent by e-mail, to allow the Respondent to contact its primary reference directly to ensure that it responds to Canada within 5 FGWD of the initial request. If Canada does not receive confirmation (within 5 d FGWD) from either the primary or backup reference that the information on the signed ITQ Project Reference Form is accurate (or that any inaccuracies are not material to whether or not the project meets the mandatory requirements), that Respondent's Project Reference will not be considered in the evaluation. Canada may also contact a primary or backup reference for clarification purposes, either by email or by telephone.
 - E. If during reference validation by Canada it becomes apparent that the address, telephone number, or email address for any of the references is incorrect or missing, the Respondent will be permitted to provide the correct address, telephone number, or email address within 3 FGWD of a request by Canada. If the named individual for the primary reference is unavailable because they are on leave, or no longer working for that organization, Canada will contact the backup reference from the same Customer Organization.
 - F. Respondents will not be permitted to submit an alternate project, Customer Organization, or contact name after the closing of this RFP.
- iii. **Security, Financial & Other Requirements:** required by Part 6 of the bid solicitation.
 - iv. **Substantiation of Technical Compliance Form (Form 3):** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
 - v. **Bid Requirements: SCSI Submission (Mandatory at Solicitation Closing):** Required by article 4.5 b) entitled Mandatory Qualification Submission under Part 4. By submitting a bid, the Bidder confirms its agreement to the terms and conditions of the Non-Disclosure Agreement set out herein.

3.3 Section II: Financial Bid

- a. Pricing: Bidders must submit their financial bid using the applicable Annex B – Pricing Tables (Annex B1, Annex B2 or Annex B3) the total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. Variation in Resource Rates by Level: Where the financial tables provided by Canada allow different firm rates to be charged for different levels of experience within the same resource category and time period, for any such resource category and time period
 - i. The rate bid for level four must be higher than that bid for level three, and
 - ii. The rate bid for level three must be higher than that bid for level two, and
 - iii. The rate bid for level two must be higher than the rate bid for level one.
- c. All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years.
- d. Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- e. Published Price List for Accessories and Parts with pricing information: The bid should include a copy of a Published Price List for accessories and parts in Appendix F to the applicable Annex B – Pricing Table, identifying all components and Licensed Software Hardware offered by the Bidder with discounted pricing information. If the Bidder has not included the PPL in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit the PPL during the evaluation period. If the Bidder has not submitted the PPL within the period set by the Contracting Authority, its bid will be declared non-compliant.
- f. Exchange Rate Fluctuation :
 1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder requests that an exchange rate adjustment be applied during the contract period, this request must be clearly indicated in the bid. If so, the Bidder must submit form Annex F - Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
 2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
 3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
 4. At time of bidding, the Bidder must complete columns (1) to (4) of Annex F - Claim for Exchange Rate Adjustments for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
 5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

6. The Initial Exchange Rate provided at column (6) of Annex F - Claim for Exchange Rate is the noon rate as published by the Bank of Canada on the February 01, 2017. The noon rate for the Bank of Canada can be found at the following web link:

<http://www.bankofcanada.ca/rates/exchange/daily-converter/>

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of SSC will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation:
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - verify any or all information provided by the Bidder in its bid; ORthe Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

a. Mandatory Technical Criteria:

- i. Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- ii. The mandatory requirements are described in Form 3 – Substantiation of Technical Compliance Form.
- iii. The mandatory experience requirements are described in Form

4.3 Financial Evaluation

- a. The financial evaluation will be conducted by calculating the Total Bid Evaluation Price using the Pricing Tables completed by the bidders per stream. Canada will evaluate the financial bids for each stream independently.
- b. The financial evaluation process is described in the Instructions to Bidder under Appendix A to the applicable Annex B – Pricing Tables.
- c. **Formulae in Pricing Tables**

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.
- d. Substantiation of Professional Services Rates

- i. In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the following information is required:
- ii. an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- iii. in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;
- iv. in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- v. the name, telephone number and, if available, email address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.
- vi. Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.4 Basis of Selection

- a. A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated Total Bid Price for each stream will be recommended for award of a contract.
- b. Tie-Breaker; In the event that the result of the Technical and Financial evaluations end in a tie between two bidders, Canada will resolve the tie by means of a best two out of three coin toss. A neutral third party will be selected to toss the coin, should this scenario occur.
- c. Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

4.5 Supply Chain Integrity Process

a. Definitions

- i. The following words and expressions used in this Supply Chain Integrity Process have the following meaning:
 - A. "Products" means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above, any software and Workplace Technology Devices.
 - B. "Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smart phones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD and DVD.
 - C. "Product Manufacturer" means the entity which assembles the component parts to manufacture a Product.
 - D. "Software Publisher: means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products.
 - E. "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
 - F. "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

b. Mandatory Qualification Submission Requirements

- i. A supply chain scope diagram is attached at Form 2A to provide a visual representation of the Supply Chain Security Information (SCSI) requirement.
- ii. Bidders must submit, with their bid on the RFP closing date, the following SCSI:
 - A. **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work described in the resulting contract, as well as the following in regards to each Product:
 1. Location: identify where the Product is interconnected within any given network for Canada's Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations center, security operations center, internet or other public network peering points, etc.);
 2. Product Type: identify the generally recognized description used by Industry such as appliance, hardware, software, etc. Components of an assembled Product, such as a module or card assembly, must be provided for all layer 3 internetworking devices;
 3. IT Component: identify the generally recognized description used by Industry such as firewall router, switch, server, security appliance, etc.;
 4. Product Model Name or Number: identify the advertised name or number of the Product by the Product Manufacturer;

5. Description and Purpose of the Product: identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described in the resulting contract;
6. Identify the Product Manufacturer and/or Software Publisher;
7. Name of Subcontractor refers to the subcontractor that will provide the Product.

Bidders are requested to provide the IT Product List information on the Form 2A. It is requested that the Bidders indicate their legal name on each page and insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to repeat multiple iterations of the same Product (e.g. if the serial number and/or the color is the only difference between two Products, they are considered the same Product with regards to SCSI).

- B. **Network Diagrams:** one or more conceptual network diagrams that collectively show the complete network proposed to be used to deliver the services described in the draft Statement of Work. The network diagrams are only required to include portions of the Bidder's network (and its subcontractor's network(s)) over which Canada's Data, would be transmitted in performing any resulting contract. As a minimum the diagram must show:
1. The following key nodes for the delivery of the services under the resulting contract of this solicitation process, if applicable the role of the Bidder or subcontractor;
 - (a) Service delivery points;
 - (b) Core network
 - (c) Subcontractor network (specifying the name of the subcontractor as listed in the List of Subcontractors);
 - (i) The node interconnections, if applicable
 - (ii) Any node connections with the Internet; and
 - (iii) For each node, a cross-reference to the product that will be deployed within that node, using the line item number from the IT Product List.
- C. **List of Subcontractors:** The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:
1. The name of the subcontractor;
 2. The address of the subcontractor's headquarters;
 3. The portion of the Work that would be performed by the subcontractor; and
 4. The location(s) where the subcontractor would perform the Work.

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Bidder, or subcontractors to subcontractors of the Bidder down the chain. Any subcontractor that could have access to Canada's Data must be identified. For the purposes of this requirement, a third party who is merely a supplier of goods to the Bidder, but who does not perform any portion of the Work, is not considered to be a subcontractor. Subcontractors would include, for example, technicians who might be deployed or maintain the Bidder's solution. If the Bidder does not plan to use any subcontractors to perform any part of the Work, the Bidder is requested to indicate this in its response.

Bidders are requested to provide their information on Annex F. It is requested that Bidders indicate their legal name on each page, insert a page number as well as the

total number of pages. Bidders are also requested to insert a separate row for each subcontractor and additional rows as may be necessary.

c. Assessment of Supply Chain Security Information

- i. Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- ii. In conducting its assessment:
 - A. Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being disqualified.
 - B. Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- iii. If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
 - A. Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's Supply Chain Security Information.
 - B. The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 10 calendar days following the day on which Canada's written notification is sent to the Bidder, (or a longer period specified in writing by the Contracting Authority).
 - C. If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.
- iv. By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:
 - A. qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet

- the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
- B. qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
 - C. at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
 - D. during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- v. All Bidders will be notified in writing regarding whether or not they have qualified under this RFP to proceed to the next stage of the procurement process.
 - vi. Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
 - vii. Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis

4.6 Non-Disclosure Agreement

By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the following non-disclosure agreement (the "**Non-Disclosure Agreement**"):

- i. The Bidder agrees to keep confidential any information it receives from Canada regarding Canada's assessment of the Bidder's Supply Chain Security Information (the "Sensitive Information") including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada's concerns.
- ii. Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise and whether or not that information is labeled as classified, proprietary or sensitive.
- iii. The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Contracting Authority. The Bidder agrees to immediately notify the Contracting Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.

- iv. All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.
- v. The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at RFP stage, or immediate termination of the resulting Contract. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder's security clearance and review of the Bidder's status as an eligible bidder for other requirements.
- vi. This Non-Disclosure Agreement remains in force indefinitely.

PART 5 CERTIFICATIONS

5.1 General

- a. Bidders must provide the required certifications and documentation to be awarded a contract.
- b. The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- c. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.2 Mandatory Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

a. Code of Conduct and Certifications – Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications – Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

b. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint

Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

c. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

d. Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

e. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- i. name of former public servant;
- ii. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

f. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- i. name of former public servant;
- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks;
- vii. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.3 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

a. Professional Services Resources

- i. By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- ii. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.

b. Bidder Certifies that System is "Off-the-Shelf"

Any system bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that the equipment and software comprising any system bid must consist of standard equipment and software that are commercially available and require no further research or development. Together, this equipment and software must form part of an existing system with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software comprising the system bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that any system bid is off-the-shelf.

c. OEM Certification

This certification applies to the Toll-Free Network Service Portal, as described in Annex A Statement of Work.

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the

required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, on mandatory certification reports, and on any support software.

d. Software Publisher Certification and Software Publisher Authorization

If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

e. Certifications Required by Supplemental Standard Instructions 2003-1

Bidders are required to submit the required regulatory certifications in accordance with Supplemental Standard Instructions - Telecommunications. Bidders should note that only tariffs to which the Bidder itself will be subject in performing the work are required to be submitted. It is the responsibility of the Bidder to manage its own relationship with any subcontractors who may be subject to tariffs.

PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- a. Before award of a contract, the following conditions must be met:
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- c. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://ssi.pwgsc-tpsgc.gc.ca/ssi-iss-services/sc-cs-eng.html>) on the Departmental Standard Procurement Documents Website.

6.2 Financial Capability

- a. SACC Manual clause A9033T (2012/07/16), Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary; the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."
- b. In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 RESULTING CONTRACT CLAUSES

The following clauses apply to and form part of any contract resulting from the bid solicitation.

7.1 Requirement

- a. **TO BE INSERTED UPON CONTRACT AWARD** (the "Contractor") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9/35>).
- b. The contract is for the requirement competed as: (**APPLICABLE STREAM OR STREAMS ARE TO BE INSERTED UPON CONTRACT AWARD**)
 - i. **STREAM 1: IRIDIUM NARROWBAND (VOICE, DATA AND PAGER), BROADBAND (VOICE AND DATA) AND PUSH-TO-TALK SATELLITE SERVICES & TERMINAL EQUIPMENT**
 - ii. **STREAM 2: TRACKING AND MESSAGING SERVICES AND RELATED AIRTIME SERVICES AND TERMINAL EQUIPMENT**
 - iii. **STREAM 3: IRIDIUM SHORT BURST DATA AND RUDICS SATELLITE AND DATA MANAGEMENT SERVICES**
- c. **Client:** Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract Period, and those other organizations for whom SSC's services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- d. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- e. **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions or Annex A Statement of Work and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions or Annex A Statement of Work. Also, the following words and expressions have the following meanings:
 - any reference to a "**deliverable**" or "**deliverables**" includes the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred) and the Leased Hardware.
 - "**Product**" means any hardware that operates at the data link layer of the OSI (Open Systems Interconnection) Model (layer 2) and above, any software and Workplace Technology Devices.
 - "**Workplace Technology Devices**" means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.
 - "**Canada's Data**" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

7.2 Service Order

- a. The Work which is to be performed under the Contract, on an "as-and-when-requested basis" will be ordered by Canada by transmitting a Service Order (SO) to the Contractor.
- b. The Work described in the SO must be in accordance with the scope of the Contract. The Contractor will not be paid for providing a quotation or for providing other information required to prepare or issue a Service Order.
- c. Provision of the Work: Whenever the Contractor receives a Service Order from Canada the Contractor agrees to provide the Work ordered, in accordance with the terms and conditions and at the prices set out in the Contract. Regardless of when a Service Order is issued, all Service Orders automatically end no later than the last day of the Contract Period, and Canada is not required to cancel any Service Orders at the end of the Contract Period.
- d. **Delivery Date:** The Contractor must deliver the Work identified in a Service Order within the time period specified in the Service Order or, if not specified in the Service Order, in accordance with the terms of the Contract.
- e. The Contractor must not commence work until a Validly Issued SO has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- f. The Contractor must not charge Canada anything more than the total cost set out in the Service Order unless Canada has issued a Service Order Amendment authorizing the increased cost. Canada will not pay the Contractor for any design changes, modifications or interpretations of the work unless they have been approved, in writing, by Canada before being incorporated into the work.
- g. The Contractor agrees that Service Orders can be submitted from Canada by the Contracting Authority for the ordering of Services 7 days per week, 24 hours per day, 365 days per year (7x24x365) through the Service Portal or by e-mail.
- h. The Contractor must not reject a Service Order. If the Contractor requires clarification of a Service Order, the Contractor must request the clarifications within 1 federal government working day (FGWD) from receipt of that Service Order from Canada.
- i. Canada may reduce the work under a SO by sending the Contractor an amended SO whereby reducing the Work and/or the period of the SO. "Amendment Date" means the date the SO is transmitted to the Contractor. The Contractor agrees that this amendment will take effect immediately. The Contractor must send Canada acknowledgment of the SO amendment within 1 FGWD from the Amendment Date. Canada will only be required to pay the Contractor for the Work completed up to and including the Amendment Date.
- j. **Airtime Fees:** The requirement for Airtime will be indicated on each SO, however; the airtime will be billed separately based on the actual usage in accordance with the basis of Payment of the contract. Canada will not pay the contractor for any airtime exceeding the total estimated cost stipulated in the Basis of Payment for the airtime.
- k. **Form and Content of Draft SO:**
 - i. The Technical Authority will provide the Contractor with a description of the task using the "Service Order" form specified in Annex D Service Order Sample.
 - ii. The draft SO will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The SO will also include the applicable basis and methods of payment as specified in the Contract.
 - A. A draft SO may also contain the following information, if applicable:
 - B. the SO number;

- C. The date by which the Contractor's response must be received (which will appear in the draft SO, but not the issued SO);
 - D. the categories of resources and the number required;
 - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables;
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum SO price (and, for maximum price service orders, the SO must indicate how the final amount payable will be determined; where the SO does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - M. any other constraints that might affect the completion of the task.
- l. Service Order Limit and Authorities for Validly Issuing Service Orders:**
- i. To be 'Validly Issued', a SO must include the signature of the Contracting Authority.
 - ii. Any SO that does not bear the appropriate signature is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued SO is done at the Contractor's own risk. If the Contractor receives a SO that is not appropriately signed, the Contractor must notify the Contracting Authority.
- m. Process for Issuing a Draft Service Order:**
- i. Canada will issue draft SO to the Contractor for the implementation and provision of the as-and-when-requested work. Each draft SO will describe the work to be done, Canada's estimate of the level of effort (LOE), milestone dates and the date upon which the Contractor's response is required (due date). The Contractor will return the draft SO to Canada on or before the due date together with its firm quotation. If Canada accepts the Quotation, Canada will issue a Service Order to the Contractor to commence the Work.
- n. Contractor's Response to Draft Service Orders:**
- i. The Contractor must provide the Contract Authority, within 15 working days of receiving the draft Service Order (or within any other time period specified in the draft SO), the proposed total price for performing the Work and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the SO.
- o. Process for Issuing a Service Order:**
- i. Service Order (SO): When Canada has identified a requirement for as-and-when-requested work, Canada will transmit a Service Order, based on the rates set out in the Contract, to the Contractor to perform the Work detailed in that Service Order ("the SO").
- p. Periodic Usage Reports:**
- i. The Contractor must compile and maintain records on its provision of services to the federal government under authorized Service Orders issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If

some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

ii. The quarterly periods are defined as follows:

- A. 1st quarter: April 1 to June 30;
- B. 2nd quarter: July 1 to September 30;
- C. 3rd quarter: October 1 to December 31; and
- D. 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

iii. Each report must contain the following information for each validly issued SO (as amended):

- A. the Service Order number and the Service Orders Revision number(s), if applicable;
- B. a title or a brief description of the task;
- C. the name, Category of Personnel and level of each resource involved in performing the SO, as applicable;
- D. the total estimated cost specified in the validly issued SO of each task, exclusive of Applicable Taxes;
- E. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- F. the start and completion date for each authorized task; and
- G. the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the SO, etc.).

iv. Each report must also contain the following cumulative information for all the validly issued SOs (as amended):

- A. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized SOs; and
- B. the total amount, exclusive of Applicable Taxes, expended to date against all validly issued SOs.

q. **Service Order Completion Notification (SOCN)**

i. The Contractor must issue a Service Order Completion Notification in order for SSC to verify and validate that the Iridium Narrowband (Voice, Data and Pager) and Broadband (Voice and Data) Satellite services and equipment have been delivered per the Service Order. Any invoiced items related to a Service Order for which SSC has not received an SOCN will not be paid until the SOCN is received.

ii. The Service Order Completion Notification must, at a minimum, provide Canada with:

- A. Service Order number;
- B. the serial or inventory numbers of all the terminals, Subscriber Identity Modules (SIMs) and/or accessories processed from this Service Order;
- C. all activated or deactivated service functionalities from this Service Order; and
- D. Service Order Completion Date.

r. **Refusal of Service Order:** The Contractor is not required to submit a response to every draft SO sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor, in at least three instances during a 12

month period, has either not responded or has not submitted a valid response when sent a draft SO. A valid response is one that is submitted within the required time period and meets all requirements of the SO issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the SO at pricing not exceeding the rates set out in Annex B. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

- s. **Cancellation of a Service Order:** Canada may at any time, upon 5 days' notice to the Contractor by way of a Service Order, cancel or suspend the Service. Upon the effective cancellation or suspension date, the Contractor must cease providing the Service and no further charges in respect of the Service must apply, unless and until the Service is re-activated by way of further Service Order.

7.3 Various Stream of Iridium Services and Terminal Equipment in Canada

- a. The Contractor acknowledges that multiple contracts for Iridium Services and Terminal equipment in Canada have been issued by Shared Services Canada, consisting of 3 Streams of services and devices that are intended to satisfy the majority of the SSC's Iridium Services and Terminal Equipment needs.
- b. Canada will determine, in its sole discretion, which Stream is applicable to any given Client's functional requirements.

7.4 Minimum Work Guarantee

- a. In this clause, "**Minimum Work Guaranty**" means:

For **Stream 1:** \$10,000.00 GST/HST included for Iridium Narrowband (Voice, Data and Pager), Broadband (Voice and Data) and Push-to-Talk satellite Services & Terminal Equipment;

For **Stream 2:** \$10,000.00 GST/HST included for Iridium Airtime and Tracking and Messaging Services;

For **Stream 3:** \$10,000.00 GST/HST included for Iridium Short Burst Data and Rudics Satellite and Data management services.

- b. The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the minimum Work guarantee or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph c. In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the work described in the Contract.
- c. If Canada does not request work in the amount of the minimum Work Guarantee during the Contract Period, Canada must pay the Contractor the difference between the minimum Work Guarantee and the value of the work performed.
- d. Canada will have no obligations to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.
- e. "**Maximum Contract Value**" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
- f. **Service Delivery Intervals**
 - iii. The Service Delivery Interval (SDI) is defined as the elapsed time between the issuance of the Service Order and the delivery/acceptance of the service.

- iv. The Maximum Service Delivery Interval (MSDI) is defined as the maximum allowable amount of time to process a Service Order depending on the type and priority of that Service Order.

Service Order Type	MSDI for Regular Priority Service Orders	MSDI for Express Priority Service Orders
Service functionality activation, deactivation or change	8 hours	4 hours
Existing Terminal or SIM registration or deregistration	8 hours	4 hours
Delivery of new SIM(s) within Canada (for quantities of 20 or less)	4 business days	2 business days
Delivery of new SIMs within Canada (for quantities greater than 20)	6 business days	4 business days
Delivery of new terminal(s) within Canada (for quantities of 10 or less)	10 business days	5 business days
Delivery of new terminals within Canada (for quantities greater than 10)	20 business days	10 business days

7.5 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

a. General Conditions:

- i. 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. These General Conditions are amended as follows:

Section 2 of the General Conditions is amended as follows: delete "Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16"

b. Supplemental General Conditions:

The following Supplemental General Conditions:

- i. 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- ii. 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;

Section 08 is replaced as follows:

The license to use the Licensed Software under the Contract is transferable by Canada under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department or Crown corporation, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which Shared Services Canada has been authorized to act under section 8 of the Shared Services Canada Act, L.C. 2012, ch.19, art 711 as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer.

- i. 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- ii. 4005 (2012-07-16), Supplemental General Conditions - Telecommunications Services and Products;
- iii. 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information.

apply to and form part of the Contract.

7.6 Security Requirement

- a. The following security requirement (Annex C - SRCL and related clauses) applies and forms part of the Contract:
 - i. The contractor and/or its employees must EACH maintain a valid RELIABILITY STATUS, granted by Canada and approved by Shared Services Canada.
 - ii. The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s).
 - iii. The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.
 - iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.
 - v. The contractor and its employees must comply with the provisions of the:
 - a) Justice Canada – Security of Information Act (Latest Edition);
 - b) Industrial Security Manual (Latest Edition).

7.7 On-going Supply Chain Integrity Process

- a. **Supply Chain Integrity Process:** The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:
 - i. an IT Product List;
 - ii. one or more network diagrams; and
 - iii. a list of subcontractors;
- b. This SCSI is included as Annex F. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.
- c. **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information contained in Form 2A. In that regard:
 - i. The Contractor must revise its SCSI at least once every 30 calendar days to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during a 30 calendar day period, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged. Changes made to the IT Product List must be accompanied with revised Network Diagram(s).
 - ii. The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being

delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.

- iii. Canada reserves the right to conduct a complete, independent security assessment of all new SCSIs. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
 - iv. Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSIs.
- d. Identification of New Security Vulnerabilities in SCSIs already assessed by Canada:**
- i. The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.
 - ii. The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSIs that have already been the subject of an SCSIs assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.
- e. Addressing Security Concerns:**
- i. If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.
 - ii. At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
 - A. provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - B. if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - C. implement the mitigation plan approved by Canada.
 - iii. This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.
 - iv. Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

f. Cost Implications:

- i. Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment, However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
 - ii. with respect to Products already assessed without security concerns by Canada pursuant to an SCSl assessment, evidence from the Contractor of how long it has owned the Product;
 - iii. with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
 - iv. evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
 - v. the normal useful life of the Product;
 - vi. any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
 - vii. the normal useful life of the proposed replacement Product;
 - viii. the time remaining in the Contract Period;
 - ix. whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
 - x. whether or not the Product being replaced can be redeployed to other customers;
 - xi. any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
 - xii. any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are products not otherwise deployed anywhere in connection with the Work; and
 - xiii. the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- i. Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.
- ii. Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

g. General:

- i. The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- ii. The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- iii. Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- iv. If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).

Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

7.8 Change of Control

- a. At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
 - i. an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
 - ii. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - iii. the entities have now or in the two years before the request for the *information had a fiduciary* relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - iv. the entities otherwise do not deal with one another at arm's length, or *each of them does* not deal at arm's length with the same third party.
 - v. a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;
 - vi. a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and any other information related to ownership and control that may be requested by Canada.

If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of

General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.

b. The Contractor must notify the Contracting Authority in writing of:

- i. any change of control in the Contractor itself;
- ii. any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
- iii. any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

The Contractor must provide this notice by no later than 10 FGWDs after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.

- c. In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- d. If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- e. If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.
- f. In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

7.9 Contract Period

- a. **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- i. The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends 3 years later; and
 - ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract:**
- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.10 Authorities

a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Kenny Leung
Title: Senior Procurement Officer
Shared Services Canada
Procurement and Vendor Relationships
Networks, Email and Internal Services Procurement
Address: 180 Kent, Ottawa, ON, K1G4A8
Telephone: (613) 790-6964
Facsimile: (613) 960-6007
E-mail address: Kenny.Leung@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

b. Technical Authority

The Technical Authority for the Contract is: ***TO BE INSERTED UPON CONTACT AWARD.***

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c. Contractor's Representative: ***TO BE INSERTED UPON CONTACT AWARD.***

7.11 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.12 Payment

a. Basis of Payment

- iii. The following types of basis of payment will form part of each Services Order (**APPLICABLE BASIS OF PAYMENT - TO BE INSERTED UPON CONTRACT AWARD**)

A. STREAM 1: IRIDIUM NARROWBAND(VOICE, DATA AND PAGER), BROADBAND (VOICE AND DATA) AND PUSH-TO-TALK SATELLITE SERVICES & TERMINAL EQUIPMENT

1. For providing the services listed below, in accordance with an approved Service order, Canada will pay the Contractor a firm one-time activation fee per unit as set out in Annex B1, Appendix B, GST/HST extra:
 - (a) Activation fee;
 - (b) Re-activation fees;
 - (c) Activation (One-time) fee (10 megabytes and 0 minutes included, 128 kbps);
 - (d) Activation (One-time) fee (200 megabytes and 0 minutes included, 128 kbps);
 - (e) Activation (One-time) fee (1 Gigabytes and 0 minutes included, 128 kbps);
 - (f) Activation (One-time) fee (5 Gigabytes and 0 Minutes included, 128 kbps);
 - (g) Activation (One-time) fee (Combo plan F providing 1.5 Gigabytes of included usage or 5000 minutes of voice).
2. For providing the services listed below, in accordance with an approved Service Order, Canada will pay the Contractor a firm monthly price as set out in Annex B1, Appendix B, GST/HST extra;
 - (a) Voice Mail Service;
 - (b) North American Phone Number Monthly Access;
 - (c) Monthly Access;
 - (d) Monthly Access (10 Megabytes and 0 Minutes included, 128 kbps);
 - (e) Monthly Access (200 megabytes and 0 minutes included, 128 kbps);
 - (f) Monthly Access (1 Gigabytes and 0 minutes included, 128 kbps);
 - (g) Monthly Access (5 Gigabytes and 0 minutes included, 128 kbps); and
 - (h) Monthly Access (Combo plan F providing 1.5 Gigabytes of included usage or 5000 minutes of voice).

Prorating for Partial Months: Where the services are accepted on a day other than the first day of the month, the Contractor must prorate the applicable monthly price based on the number of in-service days in a 30-day month.
3. For providing the Iridium Data Services, IP Data (128 Kbps) overage usage, in accordance with an approved Service Order, Canada will pay the Contractor for the actual usage based on a firm price per Mbyte as set out in Annex B1, Appendix B, GST/HST extra up to a maximum ceiling identified in the Contract.
4. For proving the Iridium Data Services, Short Message Services sending SMS and Short Message Services receiving SMS, in accordance with an approved Service Order, Canada will pay the Contractor for the actual usage based on a firm price per message as set out in the Annex B1, Appendix B, GST/HST extra up to a maximum ceiling identified in the Contract.
5. For providing the services listed below, in accordance with an approved Service Order, Canada will pay the Contractor for the actual usage based on a firm rate per minute as set out in Annex B1, Appendix B, GST/HST extra up to a maximum ceiling identified in the Contract.
6. For Iridium Voice Services, terminal types defined in Annex A, sections 4.2 to 4.6:
 - (a) Voice Iridium to PSTN;
 - (b) Voice Iridium to Iridium;
 - (c) Voice Iridium to voice mail;

- (d) Voice Iridium to other satellite systems;
- (e) Voice PSTN to Iridium via Standard Iridium Two Stage Dialing; and
- (f) Voice PSTN to Iridium via North American Phone Number.

7. For Iridium Data Services, terminals types defined in Annex A, sections 4.2 to 4.6:

- (a) Circuit switched data calls Iridium to PSTN;
- (b) Circuit switched data calls Iridium to Iridium;
- (c) Circuit switched data calls Iridium to other satellite system;
- (d) Circuit switched data calls PSTN to Iridium via Standard Iridium Two Stage Dialing; and
- (e) Data calls to Direct Internet data service.

Estimated Cost \$

- i. **Iridium Terminals:** For providing Iridium terminals equipment including SIM cards and integrated firmware in accordance with an approved Service Order, Canada will pay the Contractor the firm unit price set out in Annex B1, Appendix C, GST/HST extra.
- ii. **Installation and Repair Services:** For providing installation and repair services on-site and /or return-to-depot in accordance with an approved Service Order, Canada will the Contractor the firm hourly price set out in the Annex B1, Appendix C, GST/HST extra.
- iii. **Iridium Accessories and Parts:** For providing accessories and parts in accordance with an approved Service Order, Canada will pay the Contractor the firm unit price set out in the Annex B1, Appendix C1, GST/HST extra.

Estimated Cost \$

B. STREAM 2: TRACKING AND MESSAGING SERVICES AND RELATED SATELLITE AIRTIME SERVICES

1. For providing the services listed below, in accordance with an approved Service order, Canada will pay the Contractor a firm one-time activation fee per unit as set out in Annex B2, Appendix B, GST/HST extra:

- (a) Activation fee Plan 1;
- (b) Activation fee Plan 2;
- (c) Virtual Private Network Interconnection Service;
- (d) Training hourly rate; and
- (e) Setup or configuration hourly rate.

2. For providing the services listed below, in accordance with an approved Service Order, Canada will pay the Contractor a firm monthly price as set out in Annex B2, Appendix B, GST/HST extra;

- a) Monthly Access Plan 1;
- b) Monthly Access Plan 2; and
- c) Tracking and Messaging Hosted Application.

Prorating for Partial Months: Where the services are accepted on a day other than the first day of the month, the Contractor must prorate the applicable monthly price based on the number of in-service days in a 30-day month.

3. For providing the services listed below, in accordance with an approved Service Order, Canada will pay the Contractor a firm yearly price as set out in Annex B2, Appendix B, GST/HST extra;
 - a) Server licence for up to 250 units;
 - b) Server licence for up to 500 units;
 - c) Server licence for up to 1000 units;
 - d) Server licence for up to 1600 units; and
 - e) Server licence for up to 2500 units.
4. For providing the Data Usage plan 1 and Data Usage plan 2 usage, in accordance with an approved Service Order, Canada will pay the Contractor for the actual usage based on a firm price per 10 or 30 bytes as set out in Annex B2, Appendix B, GST/HST extra up to a maximum ceiling identified in the Contract.
 - i. **Iridium Terminals:** For providing Iridium terminals equipment including SIM cards and integrated firmware in accordance with an approved Service Order, Canada will pay the Contractor the firm unit price set out in Annex B2, Appendix C, GST/HST extra.
 - ii. **Installation and Repair Services:** For providing installation and repair services on-site and /or return-to-depot in accordance with an approved Service Order, Canada will the Contractor the firm hourly price set out in the Annex B2, Appendix C, GST/HST extra.
 - iii. **Iridium Accessories and Parts:** For providing accessories and parts in accordance with an approved Service Order, Canada will pay the Contractor the firm unit price set out in the Annex B2, Appendix C1, GST/HST extra.

Estimated Cost \$

C. STREAM 3: IRIDIUM SHORT BURST DATA AND RUDICS SATELLITE AND DATA MANAGEMENT SERVICES

1. For providing the services listed below, in accordance with an approved Service order, Canada will pay the Contractor a firm one-time activation fee per unit as set out in Annex B3, Appendix B, GST/HST extra:
 - (a) Activation fee Plan 1;
 - (b) Activation fee Plan 2;
 - (c) Activation fee Plan 3;
 - (d) Virtual Private Network Interconnection Service; and
 - (e) Initial RUDICS account setup.
2. For providing the services listed below, in accordance with an approved Service Order, Canada will pay the Contractor a firm monthly price as set out in Annex B3, Appendix B, GST/HST extra;
 - a) Monthly Access Plan 1;
 - b) Monthly Access Plan 2;
 - c) Monthly Access Plan 3; and
 - d) Iridium RUDICS Plan.

Prorating for Partial Months: Where the services are accepted on a day other than the first day of the month, the Contractor must prorate the applicable monthly price based on the number of in-service days in a 30-day month.

3. For providing the Data Usage plan 1, Data Usage plan 2 and Data Usage plan 3 usage in accordance with an approved Service Order, Canada will pay the Contractor for the actual usage based on a firm price per 10 or 30 bytes as set out in Annex B3, Appendix B, GST/HST extra up to a maximum ceiling identified in the Contract.
4. For providing the Iridium to RUDICS, RUDICS to Iridium and Iridium to Iridium Circuit Switch and Iridium to other Satellite Systems usage in accordance with an approved Service Order, Canada will pay the Contractor for the actual usage based on a firm price per minute as set out in Annex B3, Appendix B, GST/HST extra up to a maximum ceiling identified in the Contract.
5. For providing the services listed below, in accordance with an approved Service order, Canada will pay the Contractor a firm one-time activation fee per unit as set out in Annex B3, Appendix C, GST/HST extra:
 - (a) Web based platform and Data Management Services Activation fee; and
 - (b) Production and Delivery of Messages to GTS Activation fee.
6. For providing the services listed below, in accordance with an approved Service Order, Canada will pay the Contractor a firm monthly price as set out in Annex B3, Appendix C, GST/HST extra;
 - a) Web based platform and Data Management Services Monthly Fee; and
 - b) Production and Delivery of Messages to GTS Monthly Fee.

Prorating for Partial Months: Where the services are accepted on a day other than the first day of the month, the Contractor must prorate the applicable monthly price based on the number of in-service days in a 30-day month

Estimated Cost \$

- i. **Pre-Authorized Travel and Living Expenses:** Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work within the National Capital area, across Canada, at cost without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendixes B, C, and D of the Treasury Board Travel Directive, and abroad in accordance with the National Joint Council – travel directives, Appendix E – Module 4 – International travel – overnight stay, (<http://www.njc-cnm.gc.ca/directive/index.php?sid=102&lang=eng>) and other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit. The Contractor will be able to charge for the time spent travelling at the per-hourly rates set out in the Contract.

Estimated Cost \$

- ii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iii. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract

as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- iv. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

b. Limitation of Expenditure

- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are excluded and Applicable Taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
- a) it is 75 percent committed, or
- b) 4 months before the Contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- iii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- iv. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

c. Method of Payment - Monthly Payment

- i. H1008C (2008-05-12), Monthly Payment

d. Method of Payment for Service Orders with a Maximum Price: For each Service Order validly issued under the Contract that contains a maximum price:

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum SO price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the SO, all of which is required to be performed for the maximum SO price. If the work described in the SO is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum SO price, Canada is only required to pay for the time spent performing the work related to that SO.

e. Payment Credits

- i. **Late Delivery:** If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract the Contractor must provide a credit to Canada of \$1,000.00 for each

calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of the liquidated damages will not exceed 10% of the price of the work delivered late.

- ii. **Credits for Failure to Meet Minimum Availability Level:** if the percentage of service availability as defined in Annex A section 2.4.1.1 does not meet the minimum Availability Level, Canada will be entitled to a credit in the following amount:
 - A. For every 0.1% below the minimum service availability level of any services in any given month, the Contractor must provide a credit to Canada in the amount of 1% of the applicable monthly rate or fee for the specific service up to a total of 10% of the relevant monthly charge. For example, if the Actual service availability Level for the Iridium services was 95% there would be a 1% credit applicable to the total monthly rate of corrective measures required of the Contractor described above are not met.
- iii. **Corrective Measures:** If credits are payable under this Article for 2 consecutive months or for 3 months in a 6 month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- iv. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- v. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- vi. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- vii. **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- viii. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.13 Exchange Rate Fluctuation Adjustment

- a. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- b. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
- c. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

Adjustment = $FCC \times Qty. \times (i_1 - i_0) / i_0$
where formula variables correspond to:

FCC

Foreign Currency Component (per unit)

i_0

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i_1

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty

quantity of units

- d. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
- e. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
- f. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form Annex F - Claim for Exchange Rate Adjustments.
- g. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of Annex F – Claim for Exchange Rate Adjustments (i.e. $[i_1 - i_0] / i_0$).

7.14 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, Annex B Pricing and the Invoicing section of the Annex A Statement of Work, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.15 Procure to Payment (P2P) System

- a. As of July 1, 2016, SSC has launched a new portal that provides Shared Services Canada with e functionality from procurement through payment (the "**P2P system**"). SSC's suppliers are required to interface with that functionality.
- b. Suppliers can register for portal access. Visit the [P2P Portal](#) or email us @ SSC.p2p-apl.SPC@canada.ca

7.16 Certifications

- a. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.
- b. **Federal Contractors Program for Employment Equity – Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the “FCP Limited Eligibility to Bid” list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

7.17 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **TO BE INSERTED UPON CONTRACT AWARD**.

7.18 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a. section 02 of Supplemental General Conditions 4005 (Telecommunications Services and Products) entitled “Termination Rights Associated with Breach of Telecommunications Warranties and Representations”;
- b. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- c. supplemental general conditions, in the following order:
 - 4001(2015-04-01); Supplemental General Conditions - Hardware Purchase, Lease and Maintenance
 - 4003(2010-08-16); Supplemental General Conditions - Licensed Software
 - 4004(2010-08-16); Supplemental General Conditions - Maintenance and Support Services for Licensed Software
 - 4005(2012-07-16); Supplemental General Conditions - Telecommunications Services and Products
- d. General conditions 2035 (2015-07-03), General Conditions - Higher Complexity – Services;
- e. Annex A, Statement of Work;
- f. Annex B, Pricing;
- g. Annex C, Security Requirements Check List;
- h. the signed Service Orders (including all of their annexes, if any);
- i. the Contractor's bid dated _____ **TO BE INSERTED UPON CONTRACT AWARD**, as amended, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.19 Dispute Resolution

- a. Any dispute concerning this Contract that cannot be resolved by discussions or written communications between the Contracting Authority and the Contractor's Contract Program Manager within 20 Working Days will be handled as follows:
 - i. After the 20-working day period, either Party may give notice to the other containing a request to negotiate, which must contain a description of the nature of the dispute, any relevant

background details, and refer to specific articles of the Contract that relate to the dispute. The Party receiving the request to negotiate must provide the request to negotiate to:

- A. In the case of the GoC, to a Senior Director; and
 - B. In the case of the Contractor, to _____ [to be completed on Contract award], an individual who is not involved in the day-to-day administration of the Contract and is someone who corresponds to the Senior Director level within the Contractor's organization.
- b. Within 10 Working Days of receiving a request to negotiate, the receiving Party must respond in writing with its position regarding the nature of the dispute, any additional relevant details and any additional articles of the Contract that Party considers relevant to the dispute. The Party receiving this response must provide the response to:
- i. In the case of the GoC, to a Senior Director; and
 - ii. In the case of the Contractor, to _____ [to be completed on Contract award], an individual not involved in the day-to-day administration of the Contract and who corresponds to the Senior Director level within the Contractor's organization.
- c. If the dispute is not resolved within 10 Federal Government Working Days of the response being provided, the Parties agree to refer the matter to the following individuals, depending on the nature of the dispute:
- i. If the dispute concerns a financial matter not exceeding \$5M or the delivery of goods and services for which payment would not exceed \$5M:
 - A. In the case of the GoC, to a Director General; and
 - B. In the case of the Contractor, to _____ [to be completed on Contract award], an individual who is not involved in the day-to-day administration of the Contract and who corresponds to the Director General level within the Contractor's organization,
 - ii. For all other matters,
 - A. In the case of the GoC, to an Assistant Deputy Minister; and
 - B. In the case of the Contractor, to _____ [to be completed on Contract award], an individual not involved in day-to-day administration of the Contract and who corresponds to the Assistant Deputy Minister level within the Contractor's organization.
- d. The Parties agree that negotiations will begin between these individuals within 10 Working Days. However, negotiations need not necessarily take place in the form of a face-to-face meeting.
- e. Either Party may choose to bring the dispute to a more senior individual in its own organization at any time.
- f. If the dispute is not resolved through these negotiations within a total of 60 Working Days (including all of the above steps), the Parties agree to consider referring the matter to more senior officials in their respective organizations and/or to consider other appropriate dispute resolution processes before resorting to litigation.
- g. All information exchanged during these negotiations or other dispute resolution processes will be regarded as "without prejudice" communications for the purpose of settlement negotiations and will be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations or other alternate dispute resolution process.
- h. A Contract dispute is defined as any disagreement that cannot be resolved at a contract management review meeting.

7.20 Foreign Nationals (Canadian Contractor)

- a. SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.21 Insurance Requirements

- a. SACC Manual clause G1005C (2008-05-12) Insurance Requirements applies.

7.22 Limitation of Liability for Satellite Services

- a. This section applies despite any other provision of the Contract and replaced the section of the general condition entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent describes in this Articles, even if it has been made aware of the potential for this damages.
- b. **First Party Liability:**
- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph 7.17.b.i.a) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 7.17.b.v.b) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ 2 Million.
 - C. In any case, the total liability of the Contractor under subparagraph 7.17.b.v. will not exceed the total estimated cost (as defined above) for the Contract or \$ 2 Million, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

a. **Third Party Claims:**

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 7.17.c.i. with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 7.17.c.

c. **Interruptions to Satellite Services:**

- i. Despite anything in the Contract to the contrary, Canada agrees to indemnify the Contractor against all liability damages, or claims made against the Contractor by any third party that relate to the Contractor's satellite service being interrupted or unavailable, as long as the reason the Contractor's satellite service was interrupted or unavailable was either:
 - A. An event of force majeure, including, for examples, acts of God, meteors, fire, flood, weather conditions, Sun Transit Period(s) (defined below), sun outages or other circumstances in the space environment over which the Contractor has no control, launch failure or other catastrophic failure of satellite, laws of any governmental entity, acts of terrorism, insurrections, embargoes, and wars; or
 - B. A malfunction that occurs for any reason after the satellite is launched, as long as the repairs cannot be made remotely before the damage occurs, or the cost of making the repair is commercially unreasonable.
- ii. This applies whether or not the event of force majeure or the malfunction is foreseeable. Canada agrees that, in the event of force majeure and/or malfunction as described above, Canada will only be entitled to recover the service credits relating to satellite service availability, if any, that are described in the Contract.
- iii. "Sun Transit Period" means the period when the noise emissions from the sun degrade system performance at earth stations below the specifications for the satellite service to be provided by the Contractor under the Contract.
- iv. Canada agrees that, if the satellite services being provided by the Contractor under the Contract are interrupted or unavailable for any reason not described in paragraph (b)(i)(A) or (B), the amount that Canada can recover is subject to the limit described in (c)(v) below or the service credits relating to satellite service availability, if any, to which Canada is entitled, whichever is more.

7.23 Deliverable Specific Substitution of Satellite Products

- i. The Contractor may propose a substitution for an existing satellite product listed in the Price List(s) (Annex B of the Contract), as long as the proposed substitute meets or exceeds the specification(s) of the existing product being substituted and the price for the substitute product does not exceed:
 - A. the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - B. the current published list price of the substitute product, minus any applicable Government discount; or
 - C. the price at which the substitute product is generally available for purchase, whichever is the lowest.
- ii. The proposed substitution may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- iii. The substitute item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada. If Canada does not accept a proposed substitution, the Contractor must continue to deliver the original product when ordered. If accepted, the substitution will be documented for the administrative purposes of Canada by a contract amendment, by removing the existing product and including the substitution instead.
- iv. The ability to propose a substitution does not relieve the Contractor of its obligation to make delivery by the Delivery Date, regardless of whether or when the proposed substitution is approved.
- v. The proposed substitution will be subject to the clause entitled "Assessment of New Products".

7.24 Extension of Existing Product Line

- i. During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:
 - A. the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
 - B. the current published list price of the substitute product, minus any applicable Government discount; or
 - C. the price at which the substitute product is generally available for purchase, whichever is the lowest.
- ii. The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- iii. Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.
- iv. No new products will be included in the Contract until one year after the Contract is awarded.
- v. The proposed new product is also to the requirements of the clause entitled "Assessment of New Products".

7.25 Assessment of New Products

- i. At any time during the Contract Period, if the Contractor or any of its subcontractors intends to deploy new products (i.e., any hardware, software or firmware that was not on the IT Products List approved by Canada as part of the Supply Chain Security Information assessment during the procurement process), the Contractor must first obtain the written approval of the Technical Authority. This applies to new products to be deployed on Canada's network, on the Contractor's infrastructure or backbone that will be interconnected with Canada's network, or on a third party's infrastructure or backbone that will be interconnected with Canada's network. In all these cases, Canada reserves the right to conduct a complete, independent security assessment of the new products; the Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
- ii. Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the proposed new product.
- iii. Canada may in its discretion refuse consent with respect to any new product being deployed on its own network or on any network interconnected with Canada's network. Prior to doing so, Canada will provide the Contractor with the opportunity to make representations within 10 days of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination. Any determination made by Canada will constitute a decision with respect to the proposed product and its proposed use under this Contract, and does not mean that the same product would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

7.26 Published Price Updates

- i. During the Contract Period, the Contractor must provide quarterly copies of the published price list Updates;
- ii. for the products and Software identified in Annex B – Appendix C, copies must be distributed as follows:
 - One (1) copy must be forwarded to the Technical Authority; and
 - One (1) copy must be forwarded to the Contracting Authority.

7.27 Joint Venture Contractor

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: (BIDDERS TO PROVIDE A LIST OF ALL THE JOINT VENTURE MEMBERS).
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

7.28 Telecommunications Services

a. Service Evolution:

- i. The Contractor agrees to advise the Technical Authority of all improvements that affect the Work, including technological, administrative, commercial or other types of improvements. The Contractor agrees to offer all improvements that it is offering to any other customer as part of its standard services at no additional charge to Canada. Any other improvements must only be provided following approval in writing by the Contracting Authority. The price of these other service improvements will be negotiated on a case-by-case basis. These improvements may include, among other things, discounts resulting from aggregating certain services or discounted pricing for additional capacity.
- ii. The price of these other service improvements will be negotiated on a case-by-case basis (as set out in the Article entitled "Basis of Payment"), and will be reflected in a Contract Amendment. Any improvement resulting in a change to pricing will not be introduced to the Contract until at least 12 months after Canada accepts the Work performed during the Migration Readiness Stage.
- iii. Whether or not to accept or reject a proposed new Service extension is entirely within the discretion of Canada. If Canada does not accept a new Service that is proposed to extend a Service, the Contractor must continue to deliver the original Service as and when requested by Canada. If accepted, the extension of the new Service will be documented for the administrative purposes of Canada by contract amendment adding the new Service extension to the Contract as a Service available for purchase.
- iv. No new Service extension will be included in the Contract until one year after the Contract is awarded.

7.29 Responsibility of Canada for Content Transmitted or Received using Satellite Services

- a. Canada acknowledges that it is solely responsible for any content that it, or any person it permits to use the satellite services being provided under the Contract, transmits or receives using those satellite services.
- b. If a third party makes any claims arising from reliance on or use of any of the content transmitted or received by Canada (or any person Canada permits to use the satellite services provided by the Contractor under the Contract) or any other claim arising in respect of the content including, for example, defamation, intellectual property infringement, passing off, acts of unfair competition, or a claim that the content is "obscene" as defined by the Criminal Code, S.167 (as amended from time to time) Canada, if requested to do so by the Contractor, will defend the Contractor against the claim at Canada's expense. In this regard, Canada will pay all costs, damages and legal fees that a court finally awards, provided that the Contractor:
 - i. Promptly notifies Canada in writing of the claim;
 - ii. Co-operates with Canada in, and allows Canada full participation in, the defence and related settlement negotiations and
 - iii. Obtains Canada's prior approval of any agreement resulting from settlement negotiations held with the third party.

- c. Canada agrees to participate in any claims, actions or proceedings arising under this Articles. Both parties agree not to settle any claim, action or proceeding without the prior written approval of the other party.
- d. Canada also agrees to indemnify the Contractor against all liabilities, damages or claims made against the Contractor by any third party in connection with Canada's use of (or failure to use) any content transited or received using the satellite services provided by the Contractor under the Contract.

7.30 Training

- a. **Providing Training:** The Contractor must provide training in accordance with the Annex A, Statement of Work.

7.31 Professional Services - General

- a. The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- i. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - A. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - B. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.

- ii. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
 - A. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under the Section titled "Default of the Contractor", or
 - B. assess the information provided under subparagraph 1 above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meets or exceeds those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in subparagraph 2.1 above, or require another replacement in accordance with this sub article.

Where an Excusable Delay applies, Canada may require subparagraph 2.2 above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include

resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- iii. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- iv. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.32 Safeguarding Electronic Media

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.33 Reporting Requirements

The Contractor must provide the following report to the Contracting Authority at the following times:

- a. The Contractor must provide an Expenditure Report to the Contracting Authority, with a copy to the Technical Authority, on a quarterly basis. The report must indicate the amount invoiced and the amount received from the Client, by month, summarized by quarter, totaled by calendar year, and total to date. The amounts must be provided both with and without taxes. The report must include on the summary page the amount invoiced to date (taxes included) compared to the contract value (taxes included) expressed as a percentage.
- b. The Report is due on the 20th of January, April, July and October. The report must cover the preceding quarter.

7.34 Representations and Warranties

- a. The Contractor made statements regarding its experience and expertise in its bid that resulted in the award of the Contract and the issuance of SO's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through SO's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.35 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.36 Transition Services at End of Contract Period

- a. The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.
- b. The Contractor must work co-operatively with the SSC Project Manager and any third parties to establish the most effective method to migrate the Iridium Satellite services with no delay, and with minimal disruption to SSC and clients.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Amd. No. - N° de la modif.
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG
File No. - N° du dossier

Buyer ID - Id de l'acheteur
CCG
CCC No./N° CCC - FMS No./N° VME

ANNEX A - STREAM 1

STATEMENT OF WORK

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

Appendix A to Annex A1

Billing Detail Layout

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

Appendix B to Annex A1

List of Clients

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

ANNEX A - STREAM 2

STATEMENT OF WORK

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

Appendix A to Annex A2

Billing Detail Layout

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

Appendix B to Annex A2

List of Clients

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

ANNEX A - STREAM 3

STATEMENT OF WORK

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

Appendix A to Annex A3

Billing Detail Layout

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

Appendix B to Annex A3

List of Clients

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

ANNEX B1 - STREAM 1

PRICING TABLE

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

ANNEX B2 - STREAM 2

PRICING TABLE

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

ANNEX B3 - STREAM 3

PRICING TABLE

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

CCG

CCC No./N° CCC - FMS No./N° VME

ANNEX B – Appendix C for ALL STREAMS

PUBLISHED PRICE LIST

Please see attached document.

Solicitation No. - N° de l'invitation
R000000096/B, R000000099/B, R000000102/B
Amd. No. - N° de la modif.
Client Ref. No. - N° de réf. du client
R000000096.CCG, R000000099.CCG, R000000102.CCG
File No. - N° du dossier

Buyer ID - Id de l'acheteur
CCG
CCC No./N° CCC - FMS No./N° VME

ANNEX C1 – STREAM 1
SECURITY REQUIREMENTS CHECK LIST

Please

ANNEX C2 – STREAM 2

SECURITY REQUIREMENTS CHECK LIST

Please see attached document.

ANNEX C3 – STREAM 3

SECURITY REQUIREMENTS CHECK LIST

Please see attached document.

**ANNEX D
SERVICE ORDER REQUEST - SAMPLE**

Date of issuance: YYYY/MM/DD	
Contractor Name:	
Contract Number:	
Service Order Number:	Service Order Revision Number:
Sigma Reference Number:	Financial Coding:

DESCRIPTION OF SERVICES

Item No.	Service Code	Description of goods/services being ordered	Qty.	Firm Unit/ Hourly/Monthly Price	Total
				Sub-Total:	
				Applicable Taxes	
				Total:	

REMARKS:

SIGNATURES:

Technical Authority (Authority for approval up to and including of \$10,000.00 (Taxes included))

TA Signature Title Date

Contracting Authority (Authority for approval exceeding \$10,000.01 (Taxes included))

Kenny Leung Title Date

ANNEX E

MONTHLY SERVICE ORDER REPORTING FORM

Please see attached document.

ANNEX F

CLAIM FOR EXCHANGE RATE ADJUSTMENT

Please see attached document