

ANNEX A
SHARED SERVICES CANADA

Statement of Work (SOW)

**Purchase (new or refurbished), Refurbishment or Repair
Services, of Centrex and PBX phones**

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1. INTRODUCTION

1.1 Refurbishment and repair services of used phones

1.1.1 Shared Services Canada (hereinafter referred to as "SSC") owns Centrex and PBX phones that are used and / or non-functional.

1.1.2. SSC wishes to acquire refurbishment services and / or repair of its used phones and / or non-functional in order to continue to meet the demand of its customers and partners (hereinafter referred to as "Customers") across Canada and where the telecommunications infrastructure still require these types of phones.

1.1.3 Under this contract, the "**refurbishment**" of a phone means that the phone is functional but that the Contractor must perform a complete refurbishment as required in section 5.1.1.

1.1.4 Under this contract, the "**repair**" of a phone means that the phone is non-functional, and the Contractor must perform the necessary repairs so that it becomes functional. The Contractor must also complete the refurbishment of the phone as required in section 5.1.1. The repair of a phone includes its refurbishment.

1.2 Purchase of new and refurbished phones

1.2.1 SSC needs to buy, for its Customers, Centrex and PBX phones that SSC does not have in his possession. SSC wishes to buy new or refurbished phones.

1.2.2 SSC needs to buy for its Customers, various accessories for phones that SCC does not have in his possession. SSC wishes to acquire new or refurbished accessories.

2. BACKGROUND

2.1.1 Due to changes in SSC telecommunications infrastructure, Centrex local access services and telephone services served by PBX will gradually disappear and will be replaced by new technologies. However, demands from SSC Customers for a number of these Centrex and PBX phones remain important to this day and SSC needs to refurbish and/or repair its used and / or non-functional phones.

2.1.2 SSC wishes to acquire, based on its needs and/or based on the Contractor's inventory, new and/or refurbished Centrex and PBX phones.

2.1.3 Models of Centrex and PBX phones, new or refurbished, which SSC may buy from the Contractor, are listed in Annex B.

2.1.4 Models of phones that SSC may transmit to the Contractor for refurbishment and / or for repair are listed in Annex B.

2.1.5 SSC may purchase new or refurbished phones and/or obtain repair or refurbishment services for phones other than the ones appearing on the preliminary list of phones in the Annex B. If applicable, these phones and any accessories will be listed in a separate Annex, after contract award.

2.1.6 This SOW specifies in article 7, the requirements for the destination and delivery of phones.

3. OBJECTIVES

3.1 SSC's objectives are:

- (i) to buy phones and accessories, new or refurbished, from the Contractor, as identified in Annex B;
- (ii) to have the Contractor refurbish and / or repair used and / or non-functional phones from SSC, as identified in Annex B.

4. SCOPE OF WORK

4.1 General

4.1.1 SSC must send all its Service Orders (SO) to the Contractor by email

4.1.2 The Contractor shall, within two working days of receipt of the SO, transmit SSC an acknowledgment by sending a confirmation email to ssc.telephoneinventoryservices-servicesinventairetelephonique.spc@canada.ca.

4.1.3 The SO transmitted to the Contractor by SSC may be either a request to refurbish or repair a phone, or a request to buy a phone or an accessory (new or refurbished).

4.2 Refurbishment of phones belonging to SSC

4.2.1 The refurbishment of phones belonging to SSC must be completed by the Contractor within five business days of receiving SSC SO or in a delay negotiated by both parties and accepted by SSC.

4.2.2 SSC shall send at its own expense, by a carrier of its choice, phones to be refurbished by the Contractor.

4.2.3 Once SSC phones have been refurbished by the Contractor, the Contractor shall return them at his own expense and by a carrier of its choice, to SSC. Phones must be sent to the address mentioned in Article 7 of this SOW or at the address provided by SSC at the time of the order.

4.3 Repair of phones belonging to SSC - Estimation of costs

4.3.1 SSC shall send to the Contractor, at its own expense and by a carrier of its choice, phones to be repaired.

4.3.2 Before proceeding to the repair of SSC's phone, the Contractor shall send by e-mail to SSC an estimation of repair costs.

4.3.3 Once SSC received the estimation of repair costs, SSC has the option to refuse or accept it. SSC shall send an e-mail to the Contractor to inform him of its choice.

4.4 Repairs done by the Contractor at the request of SSC

4.4.1 If SSC agrees to have the phone repaired, the Contractor must proceed with the repair within five business days of receiving SSC SO or in a delay negotiated by both parties and accepted by SSC.

4.4.2 Once the phone is repaired, the Contractor must return it to SSC, at his own expense, by a carrier of its choice. The phone must be sent to the address mentioned in Article 7 of this SOW or at the address provided by SSC at the time of the order.

4.5 Repair refused by SSC / credit granted or phone stored

4.5.1 If SSC refuses to proceed with the repair of its non-functional phones, the Contractor may, with the agreement of SSC, keep the phones by giving SSC a credit for each phone. The amount of the credit will differ depending on the model of the phone.

4.5.2 At the request of SSC and with the agreement of the Contractor, instead of granting a credit to SSC, the Contractor may store the non-functional phones on its premises, at a price negotiated by both parties.

4.6 Purchase of new or refurbished phones

4.6.1 The Contractor must send to SSC the new or the refurbished phones that SSC bought, within five business days of receiving SSC SO or in a delay negotiated by both parties and accepted by SSC.

4.6.2 The Contractor must send to SSC the new or the refurbished phones, at its own expense and by a carrier of its choice. Phones must be sent to the address mentioned in Article 7 of this SOW or at the address provided by SSC at the time of the SO.

5. DELIVERABLES

5.1 Refurbishment

5.1.1 All phones that have been refurbished and / or repaired by the Contractor at the request of SSC and all refurbished phones that were sold by the Contractor to SSC must meet the following requirements:

- (i) each phone must be completely disassembled, cleaned and disinfected;
- (ii) the Contractor is responsible to erase all information stored on the automatic dial keys of the phones, in the call logs or in the caller lists, and is also responsible to erase all other information of any kind that could identify the owner of the phone;
- (iii) the shell of each handset or the whole handset should be replaced with a new one when it cannot be refurbished;
- (iv) internal electronic components must be cleaned;
- (v) the shell of each phone (case) should be replaced with a new one when it cannot be refurbished;
- (vi) the refurbishment should ensure clear communication;
- (vii) cables must be replaced by new ones and keys replaced as needed;
- (viii) refurbished phones should be 100% consistent with the manufacturer's standards and should be sent to SSC in individual boxes, equivalent to the packaging from the original Manufacturer;
- ix) user manuals for refurbished and / or repaired phones must be available in French and in English on the website of the Contractor.

5.2 Repair

5.2.1 All phones to be repaired by the Contractor, at the request of SSC, must meet the following requirements:

- (i) all defective parts of the phone must be repaired and / or replaced so that the telephone set is functional;
- (ii) all requirements of the refurbishment mentioned in section 5.1 above, must be met by the Contractor.

6. WARRANTY

6.1.1 Refurbishment and / or repair of phones belonging to SSC

- (i) the refurbishment and / or the repair of phones belonging to SSC and performed by the Contractor must be guaranteed against defects due by the work of the Contractor and must be guaranteed against defects due by the materials used by the Contractor;
- (ii) the period of warranty is twelve months from the date of delivery of the phones to SSC. A label must be affixed on every device to allow both SSC and the Contractor to track this warranty period for each phone delivered;
- (iii) during the period covered by the warranty, the Contractor must repair or replace the equipment or defective parts at no extra cost.

6.1.2 Purchase of refurbished phones

- (i) the refurbished phones that the Contractor sells to SSC must be guaranteed against defects due by the work of the Contractor and must be guaranteed against defects due by the materials used by the Contractor for the refurbishment;
- (ii) the period of warranty is twelve months from the date of delivery of the phones to SSC. A label must be affixed on every device to allow both SSC and the Contractor to track this warranty period for each phone delivered;
- (iii) during the period covered by the warranty, the Contractor must repair or replace the equipment or defective parts at no extra cost;
- (iv) the refurbished phones that the Contractor sells to SSC must be available in English and French (both the set menu if applicable, and the set key/button labels).

6.1.3 Purchase of new phones

- (i) the new phones that the Contractor sells to SSC must be covered by the manufacturer's warranty. The Contractor must honor this warranty. During the warranty period, the Contractor agrees to make representations to the manufacturer to obtain a new phone or to repair the phone at no extra cost;

- (ii) if no manufacturer exists, it will be up to the Contractor to support a one-year warranty for the given phone or parts provided;
- (iii) any Contractor who is not the manufacturer of all the new equipment offered in this SOW is required to complete the certificate of original equipment manufacturer;
- iv) if the manufacturer no longer exists for given equipment, the Contractor is requested to identify the original manufacturer and provide as much information as possible on the certificate of original manufacturer;
- (v) the new phones that the Contractor sells to SSC must be available in English and French in terms of both the set menu if applicable, and the set key/button labels.

7. DESTINATION AND SHIPPING

7.1 Delivery address

7.1.1 The contractor shall deliver all phones at the following address or at the address provided by SSC at the time of SO:

Delivery address

99 Metcalfe
K1A 1E3 Ottawa
Ontario
CANADA

7.1.2 For inquiries regarding the delivery, the Contractor must contact Catalin Palade at Phone 514-602-3976.

7.2 Shipments made by SPC

7.2.1 All shipping costs for shipments made by SSC to the Contractor under this contract are payable by SSC. The carrier is chosen by SSC.

7.3 Shipments made by the Contractor

7.3.1 All shipping costs for shipments made by the Contractor to SSC under this contract shall be payable by the Contractor. The carrier is chosen by the Contractor.

8. CONTRACTOR'S SINGLE POINT OF CONTACT

8.1 The Contractor must provide an account manager to act as the single point of contact with SSC's technical Authority, or with any other authorized employee. The account manager will be responsible for all services delivery issues related to this contract.