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ANNEX I

RESULTING CONTRACT CLAUSES

PURCHASE (NEW OR REFURBISHED), REFURBISHMENT OR REPAIR SERVICES, OF CENTREX AND PBX PHONES

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PURCHASE (NEW OR REFURBISHED), REFURBISHMENT OR REPAIR SERVICES, OF CENTREX AND PBX PHONES

FOR SHARED SERVICES CANADA

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. This includes:
 - i. Providing new or refurbished Centrex and PBX phones and accessories/parts on an “as and when” requested basis;
 - ii. Providing refurbishment or repair services of SSC’s used or non-functional Centrex and PBX phones on an “as and when” requested basis;
 - iii. Providing documentation for the phones/accessories, new, refurbished or repaired, as required, in English and French; and,
 - iv. Providing warranties as described for these products under Annex “A”; and
 - v. Packaging and delivery of such products;

to one or more locations to be designated by Canada, including 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. **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.
- c. **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.
- d. **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:

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- i. 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).
- ii. User: The User means either those individuals located within the Client or the Client's service recipient.
- iii. “Product” means any hardware that operates at the data link layer of the OSI Model (layer 2) and above, any software and Workplace Technology Devices.
- iv. “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.
- v. “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.
- vi. "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.

2. Service Order

- a. **As-and-when-requested Service Orders (SOs):** The Work or a portion of the Work to be performed under the Contract will be on an “as-and-when-requested basis” using a Service Order (SO). The Work described in the SO must be in accordance with the scope of the Contract. 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. See **Service Order Form under Annex “E”**. - Service Orders will be placed by email to the following generic email address: ssc.telephoneinventoryservices-servicesinventairetelephonique.spc@canada.ca.
- b. **Process for issuing a Service Order:** If a requirement is identified, this process will be followed.
 - i. The Technical Authority will provide the Contractor with a description of task using a Service Order. SOs issued by Canada will include, at a minimum, the following fields:
 - (a) The date;
 - (b) A unique Service Order number;
 - (c) A unique Service Order Revision number (if necessary);
 - (d) Action type;
 - (e) Delivery date required;
 - (f) A complete list of all the products and/or services and equipment required to be provided;
 - (g) All unique costs and recurring, in accordance with Annex B1 or B2, of this contract;
 - (h) Delivery address;
 - (i) Site Contact;
 - (j) If the Service Order represents a revision to an existing Service Order, the revision number, as well as the original Service Order number will be shown.

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c. **Service Order Authorization Limit and Authorities for Validly Issuing Service Orders:**

To be validly issued, a TA must include the following signatures:

- i. for any SO with a value less than or equal to \$10,000.00 (including Applicable Taxes), the SO must be issued by:
 - (a) the Technical Authority; and
- ii. for any SO with a value greater than to \$10,000.01 (including Applicable Taxes), a SO must include the following signatures:
 - (a) the Technical Authority; and
 - (b) the Contracting Authority.

Any SO that does not bear the appropriate signatures 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. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue SOs at any time, or reduce the dollar value threshold described in sub-article 2. a.; any suspension or reduction notice is effective upon receipt.

- d. The Contractor must provide a single ordering point for all Service Orders. The Contractor must accept Service Orders made by email to the Contractor-provided email address 7 days per week, 24 hours per day, every day of the year and provide a reply to confirm receipt of the emailed Service Order within 2 business days. Service Orders sent to the Contractor by the Contracting or Technical Authority between 8:00 AM and 4:00 PM (Eastern Time) on normal business days will be considered received by the Contractor on that day. Service Orders sent to the Contractor by the Contracting or Technical Authority between 4:01 PM and 7:59 AM (Eastern Time) will be considered received by the Contractor at 8:00 AM the next business day.
- e. **Service Order Revision (SOR):** Canada has the right to issue Revisions to a Service Order when the Work has not yet started or the equipment has not yet been ordered from the Contractor. The Contractor must accept Revisions to a Service Order. Any revisions will be issued by email in the form of a Service Order Revision (SOR), if applicable
- f. **Consolidation of SOs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Service Orders issued and approved to date, to document the Work performed under those SOs for administrative purposes.
- g. **Service Order Completion Notification (SOCN):**
 - i. The Contractor must issue a Service Order Completion Notification within 2 business days of fulfilling the Service Order.
 - ii. The Service Order Completion Notification must, at a minimum, provide Canada with:
 - (a) Service Order number; and
 - (b) Service Order Completion Date.
- h. **Packaging, Shipping and Delivery:**
 - i. Deliveries to be made in Canada are D.D.P. (Delivery Duty Paid) Destination. Deliveries will be made to the following address: Danny Tomas, SSC-SPC Telecom, 29 De Varennes, Suite SSC-SPC, Gatineau, QC J8T 8G7; or, at an address furnished by SSC on the placing of the order. Packaging and shipping must be in accordance with the industry standard for all items in order to ensure their safe arrival at destination. Packing slips must accompany each shipment. The Contractor is responsible for the safe delivery of all items. The cost of delivery, including all transportation, packaging and shipping costs, is included in the unit price(s). Costs associated with replacement of devices or accessories damaged in transit to the final destination are the Contractor's

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responsibility and devices will not be considered delivered on the Delivery Date unless they are undamaged and ready for acceptance.

3. Minimum Work Guarantee

- b. In this clause,
 - i. **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding GST/HST); and
 - ii. **"Minimum Contract Value"** means **\$15,000.00** value.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article c, except for the cases provided for in paragraph d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- d. Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
 - i. for default;
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

4. 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>) 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 specifically referenced within the General Conditions are adopted as SSC policies.

a. General Conditions:

- i. 2030 (2020-05-28), General Conditions - Goods – Higher Complexity, apply to and form part of the Contract. These General Conditions are amended as follows:

Section 02 titled "Standard Clauses and Conditions" is hereby amended to delete the phrase "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16," The remainder of Section 02 remains unchanged.

Section 22 of 2030 (Warranty) is hereby modified to remove the option of the Contractor to repair or otherwise make good at its own expense the part of the goods found to be defective or not in conformance with the requirements of the Contract. New replacement units (as opposed to repair of the defective units) must be supplied for returned defective Telephone Headsets with Accessories during the warranty

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period, within 15 working days of the contractor's receipt of the defective unit(s), at no additional cost to the client.

b. Supplemental General Conditions:

The following Supplemental General Conditions:

- i. 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance:

Apply to and form part of the Contract.

5. Security Requirement

- a. The following security requirement (SCRL and related clauses) applies and forms part of the Contract.
- b. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
- c. The contractor and/or its employees must maintain a valid RELIABILITY Status granted by Canada and approved by Shared Services Canada.
- d. The contractor and/or its employees MUST NOT remove any PROTECTED or CLASSIFIED information or assets from the identified work site(s).
- e. 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.
- f. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.
- g. The contractor and its employees must comply with the provisions of the:
 - i. Justice Canada – Security of Information Act (Latest Edition); and
 - ii. Industrial Security Manual (Latest Edition).

6. 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 Products List;
 - ii. Ownership information.

This SCSI is included as Annex C. 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.

- b. **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information contained in Annex C. In that regard:
 - i. The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI

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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 the reporting month, 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) when applicable.

- 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 SCSl. 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 SCSl.

c. Identification of New Security Vulnerabilities in SCSl 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 SCSl that have already been the subject of an SCSl assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

d. 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

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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.

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.

- iii. 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.

e. 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:
 - (a) with respect to Products already assessed without security concerns by Canada pursuant to an SCSI assessment, evidence from the Contractor of how long it has owned the Product;
 - (b) 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;
 - (c) 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;
 - (d) the normal useful life of the Product;
 - (e) any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
 - (f) the normal useful life of the proposed replacement Product;
 - (g) the time remaining in the Contract Period;
 - (h) 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;
 - (i) whether or not the Product being replaced can be redeployed to other customers;
 - (j) 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;
 - (k) any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management

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systems, if the replacement Products are products not otherwise deployed anywhere in connection with the Work; and

- (l) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

- ii. 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.
- iii. 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.

f. 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 2030, Subsection 9(3).
- v. Any determination made by Canada will constitute a decision with respect to a specific Product, subcontractor or Tenant and its proposed use under this Contract, and does not mean that the same Product, subcontractor or Tenant would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

g. Subcontracting

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- i. Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Contractor must provide the following information:
 - (a) the name of the subcontractor;
 - (b) the portion of the Work to be performed by the subcontractor;
 - (c) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
 - (d) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
 - (e) completed sub-SRCL signed by the Contractor's Company Security Officer for CISC completion; and
 - (f) any other information required by the Contracting Authority.
- ii. For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

7. 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:
 - (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 request for information 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.
 - ii. 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;
 - iii. 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
 - iv. any other information related to ownership and control that may be requested by Canada.

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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 23(3) of General Conditions 2030 (General Conditions – Higher Complexity – Goods), 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 federal government working days after any change of control takes place (or, in the case of a subcontractor, within 15 federal government working days 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

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only be responsible for paying for those services received up to the effective date of the termination.

- g. 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.

8. 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 2 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 4 additional 1-year period(s) 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.

9. Authorities

a. Contracting Authority

The Contracting Authority for the Contract is:

Jean-Charles St-Onge

Procurement Team Leader | Chef d'équipe d'approvisionnement
Network, End Users and Cyber Security (NEUCS) | Réseaux, Utilisateurs et Cybersécurité (RUC)

Procurement and Vendor Relationships | Acquisitions et relations avec les fournisseurs

Shared Services Canada | Services partagés Canada

180 Kent street, 13th Floor, Sta. 13-142 / 180 rue Kent,

13e étage, Sta. 13-142

Ottawa, Ontario

K1G 4A8

Telephone | Téléphone: (613) 618-0167

Fax | Télécopieur: (613) 960-6007

Email | Courriel: Jean-Charles.St-Onge@ssc-spc.gc.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.

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b. Technical Authority

The Technical Authority for the Contract is:

Catalin Palade

A/Team Lead, Consolidated Contracts (Maintenance)
Networks and Security Services (NSS) and Digital Services (DS) Branches
Partnerships and Strategic Direction
Shared Services Canada / Government of Canada
99 Metcalfe, K1A 1E3, Ottawa, ON, CANADA

Catalin.Palade@ssc-spc.gc.ca / Tel : 514-602-3976

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.

10. Proactive Disclosure of Contracts with Former Public Servants

- a. 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.

11. Payment

a. Basis of Payment

- i. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, and the Service Order provided, the Contractor will be paid firm prices as per Annex B1, Pricing Sheet- Original for those listed items, in Canadian dollars, Delivered Duty Paid (DDP) where applicable, GST/HST extra, if applicable, including transportation, for the supply and delivery of telephone and accessories on an "as and when requested" basis.
- ii. An additional Pricing sheet, Annex B2, will be developed under the contract and be based on Price Protection – Most Favoured Customer.
- iii. Shipments shall be consigned to the destination specified:
 - (a) deliveries will be made to the following address: Catalin Palade, SSC, 99 Metcalfe, K1A 1E3, Ottawa, ON, CANADA;
 - (b) at an address provided by SSC at the time the service order is placed;
 and, delivered DDP Inco terms 2000 for shipments from a commercial supplier.
- iv. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

b. Limitation of Expenditure

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- 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.

c. Method of Payment

- i. H1001C (2008/05/12) Multiple Payments

d. Price Protection - Most Favoured Customer – Not Applicable to Services or Goods contained under Annex B1 – Pricing Sheet - Original

- i. To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) under similar circumstances for a similar quality and a similar or lower quantity of goods and services in the year before the Contract was awarded.
- ii. The Contractor also agrees that, if after the date of the Contract it reduces the prices it charges to other customers under similar circumstances for a similar quality and a similar or lower quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- iii. At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- iv. During this audit, the Contractor must produce invoices and contracts for similar quality or a similar or lower quantity under similar circumstances of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of

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the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and service locations).

- v. In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing. Terms and conditions that may impact pricing include, but are not limited to, geographic considerations, term, activity volumes, reporting elements, billing elements, technical configuration, mix of features (i.e. dial plan), language of operation, associated documentation, and termination float.
- vi. If Canada's audit reveals that the Contractor charged lower prices for a similar quality and a similar or lower quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- vii. Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

12. Invoicing Instructions

- a. The Contractor can submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- b. By submitting invoices, the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- c. For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.
- 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.

13. 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.

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14. Applicable Laws

- a. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *Ontario*.

15. Priority of Documents

- a. 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:
 - i. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
 - ii. Supplemental General Conditions, in the following order:
 - (a) 4001 (2015/04/01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
 - iii. General Conditions 2030 (2020/05/28), General Conditions - Higher Complexity - Goods;
 - iv. Annex A, Statement of Work;
 - v. Annex B1, Pricing Sheet - Original;
 - vi. Annex B2, Pricing Sheet;
 - vii. Annex C, Contractor's Supply Chain Security Information (SCSI);
 - viii. Annex D, Security Requirements Check List (SRCL);
 - ix. Annex E, Service Order Form;
 - x. Annex F, Monthly Service Order Report;
 - xi. Annex G, List of Items – Government Property; and,
 - xii. the Contractor's bid dated **TO BE INSERTED UPON CONTRACT AWARD**, 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.

16. Foreign Nationals (Canadian Contractor)

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

17. Insurance Requirement

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

18. Limitation of Liability - Information Management/Information Technology

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions 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.

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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 described in this Article, even if it has been made aware of the potential for those 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 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 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 \$ 1 Million.

In any case, the total liability of the Contractor under subparagraph b.v. (b) will not exceed the total estimated cost (as defined above) for the Contract or \$ 1 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.

c. Third Party Claims:

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- 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 c.

19. 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

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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.

20. Hardware

- a. With respect to the provisions of Supplemental General Conditions 4001:

| | |
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| Part III of 4001 applies to the Contract (Additional Conditions: Purchase) | Yes. |
| Part IV of 4001 applies to the Contract (Additional Conditions: Lease) | No. |
| Part V of 4001 applies to the Contract (Additional Conditions: Maintenance) | No. |
| Delivery Location | As specified in article 11 a. of the contract. |
| Delivery Date | Five business days of receiving SSC service orders or within a timeline negotiated and agreed upon by SSC. |
| Contractor must deliver Hardware Documentation | Yes. For each new or refurbished telephone ordered. |
| Contractor must update Hardware Documentation throughout Contract Period | No. |
| Hardware Documentation must include maintenance documentation | No. |
| Language of Hardware Documentation | All Documentation must be provided in English and in French. |
| Special Delivery Requirements | Should special delivery requirements SSC will define them at time of placing of the service order. |
| Special Site Delivery or Installation Requirements | No. |
| Contractor must Install Hardware at time of Delivery | No. |
| Contractor must Integrate and Configure Hardware at time of Installation | No. |
| Hardware is part of a System | No. |
| Availability-level Testing will be performed before Acceptance | No. |
| Availability Level Test Period for pre-Acceptance Availability-level Testing | No. |
| Who will perform availability-level testing | No. |
| Minimum Availability Level for Hardware | No. |
| Minimum Availability Level Reporting Requirements | No. |
| Hardware Maintenance Period | No. |
| Option to Extend Hardware Maintenance Period | No. |
| Class of Maintenance Service | No. |
| Principal Period of Maintenance (PPM) | No. |
| Toll-free Telephone Number for Maintenance Service | No. |
| Website for Maintenance Service | No. |

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21. Extension of Existing Product Line

- a. 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:
 - i. 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%;
 - ii. the current published list price of the substitute product, minus any applicable Government discount; or
 - iii. the price at which the substitute product is generally available for purchase,
 whichever is the lowest.
- b. 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.).
- c. 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.
- d. The Contractor acknowledges that the proposed substitution may be subject at the discretion of Canada to the Supply Chain Integrity Process assessment clause.

22. 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.

23. Reporting Requirements

- a. The Contractor must provide the following reports:
 - i. A monthly Service Order report, as per Annex F; and
 - ii. Note that any additional products/services or sub-contractors being added or changed subsequently during the contract period must be provided on Annex C, the Contractor's Supply Chain Security Information (SCSI) on a quarterly basis, if any such changes or additions should occur.

24. Government Property

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- a. Canada agrees to supply the Contractor with the items listed below (the “**Government Property**”). The section of the General Conditions entitled “Government Property” also applies to the use of the Government Property by the Contractor.
 - i. See Annex G – List of Items – Government Property.

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Annex A – Statement of Work

(Attached separately)

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Annex B1

Pricing Sheet - Original

(Attached separately)

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Annex B2

Pricing Sheet

(Attached separately)

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ANNEX C

CONTRACTOR'S SUPPLY CHAIN SECURITY INFORMATION

(Insert by the contracting authority, the list of products of TI and the list of sub-contractors identified under the Form 7 of the proposal of the winning bidder.)

(Attached separately)

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ANNEX D

Security Requirements Check List (SRCL)

(Attached separately)

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|---|----------------------------|------------------------------------|
| Contract No. - N° de contrat | Amd. No. - N° de la modif. | Buyer ID - Id de l'acheteur C26 |
| Client Ref. No. - N° de réf. du client R0000098790 | File No. - N° du dossier | CCC No./N° CCC - FMS No./N° VME |

ANNEX E

Service Order Form

(Attached separately)

| | | |
|---|----------------------------|------------------------------------|
| Contract No. - N° de contrat | Amd. No. - N° de la modif. | Buyer ID - Id de l'acheteur C26 |
| Client Ref. No. - N° de réf. du client R0000098790 | File No. - N° du dossier | CCC No./N° CCC - FMS No./N° VME |

ANNEX F

Monthly Service Order Report

(Attached separately)

| | | |
|--|--------------------------------------|------------------------------------|
| Contract No. - N° de contrat 10040529/A?? | Amd. No. - N° de la modif. | Buyer ID - Id de l'acheteur C26 |
| Client Ref. No. - N° de réf. du client R000001408 | File No. - N° du dossier 10054128 | CCC No./N° CCC - FMS No./N° VME |

ANNEX G

List of Items – Government Property

(Attached separately)