



TABLE OF CONTENTS

1.1	Requirement.....	2
1.2	Minimum Work Guarantee	2
1.3	Standard Clauses and Conditions	2
1.4	Security Requirement.....	3
1.5	Contract Period	3
1.6	Authorities	3
1.7	Delivery Date.....	4
1.8	Inspection and Acceptance	4
1.9	Basis of Payment	4
1.10	Task Authorizations.....	4
1.11	Limitation of Expenditure.....	5
1.12	Method of Payment	5
1.13	Discretionary Audit – Commercial Goods and/or Services.....	6
1.14	Advance Shipping Notice	6
1.15	Invoicing Instructions.....	6
1.16	Certifications.....	7
1.17	Applicable Laws	7
1.18	Priority of Documents	7
1.19	Insurance.....	7
1.20	Limitation of Liability - Information Management/Information Technology	8
1.21	Hardware Purchase, Lease and Maintenance.....	9
1.22	Termination for Convenience	10
1.23	Change of Control	10
1.24	Safeguarding Electronic Media	11
1.25	Access To Canada’s Property and Facilities	11

List of Annexes:

Annex A – Statement of Work

Annex B – Pricing Table



1.1 Requirement

- (a) _____ (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 maintenance and support for the Hardware;
- (b) SSC owns and operates a significant number of Samsung Cellular Devices. There is a requirement for continued maintenance & support coverage of these assets in order to ensure the devices are maintained and operational.
- (c) The contractor must provide direct OEM support (Samsung ProCare Elite) service, which provides the following support features:
 - (i) Technical support
 - (ii) Phone consulting 24x7
 - (iii) response time: 90 sec - up to 10000 devices
- (d) **Client:** Under the Contract, the "Client" is Shared Services Canada. The Contracting Authority, upon written notification to the Contractor, may re-designate the Client under this Contract.
- (e) **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.

1.2 Minimum Work Guarantee

- (a) If the Contractor is not issued Task Authorizations during the Initial Contract Period totaling at least \$_____ (not including any Applicable Taxes), then at the end of that period Canada will pay the Contractor the difference between that amount and the aggregate amount paid for (not including any Applicable Taxes) all Task Authorizations issued to the Contractor (as amended, if the value changed after the Task Authorization was issued). The maximum face value of any Task Authorizations or part of a Task Authorization terminated for default will be counted, but the face value of any Task Authorizations or part of Task Authorization terminated for convenience will not be counted.
- (b) The Contractor is not guaranteed any Work or to be issued Task Authorizations pursuant to this Contract beyond the commitments set out in this Article.

1.3 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>) issued by Public Works and Government Services Canada.

In all clauses and conditions identified in the Contract, all reference to the Minister of Public Works and Government Services should be deleted and replaced with the Minister of Shared Services Canada. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with 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**

2035 (2022-05-12), General Conditions – Higher Complexity - Services, are incorporated by reference into and form part of the Contract.

(b) **Supplement General Conditions**

4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, are incorporated by reference into and form part of the Contract.

1.4 **Security Requirement**

There are no security provisions associated with this requirement.

1.5 **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 **September 8, 2022** and ends **September 7, 2023**; and

1.6 **Authorities**

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: James Graves
Title: Procurement Team Leader
Organizations: Shared Services Canada
Address: 180 Kent Street, Ottawa, K1P 0B6
Telephone: (613) 668-9563
E-mail address: james.graves2@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:

Name: Michael Bernicky
Title: Technical Advisor
Organization: Shared Services Canada
Telephone: 613-282-2905
E-mail address: michael.bernicky@ssc-spc.gc.ca

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**

The Contractor Representative for the Contract is:

Name:
Title:
Organization:
Address:

Telephone:
E-mail address:

1.7 **Delivery Date**

Delivery must be completed in accordance with the Task Authorizations against the Contract.

1.8 **Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

1.9 **Basis of Payment**

- (a) For providing the Hardware and Software Maintenance and Support and Licensed Software in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in **Annex B**, DDP destination, including all customs duties, GST/HST extra. A return to service fee is incorporated into the firm prices set out in **Annex B**.

Estimated Cost - Year 1:

Taxes (ON 13%):

1.10 **Task Authorizations**

- (a) 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 Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.
- (b) Purpose of TA: Services identified in the Statement of Work, which are to be provided under this Contract on an as-and-when requested basis, will be ordered by Canada using a "Task Authorization" (TA).
- (c) Purchase Orders (PO) issued through the P2P portal will be considered a valid Task Authorization.



- (d) All Work will be Pursuant to Task Authorization: Any Work under this Contract will be performed on an as-and-when-requested basis in response to individual Task Authorizations issued by Canada to the Contractor. The Work described in a Task Authorizations must be in accordance with the scope of the Contract. The Contractor must not start the Work until a Task Authorization has been issued by an authorized representative of Canada.
- (e) Any work performed by the Contractor without receiving a validly issued Task Authorization is done at the Contractor's own risk. If the Contractor receives a Task Authorization that is not appropriately signed, the Contractor must notify the Contracting Authority (and CC the Technical Authority) immediately.
- (f) **Task Authorization Limit:** The Contracting Authority must authorize all individual task authorizations before issuance.
- (g) Task Authorizations may be consolidated via Contract amendment for administrative purposes.

1.11 **Limitation of Expenditure**

- (a) 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.
- (b) Canada's total liability to the Contractor, **must not exceed the sum on page 1**. Customs duties are included and the Applicable Taxes are extra, if applicable.
- (c) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (d) 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:
 - i. it is 75 percent committed, or
 - ii. 4 months before the Contract expiry date, or
 - iii. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- (e) 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.
- (f) 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.

1.12 **Method of Payment**

H1000C (2008-05-12), Single Payment

Canada will pay the Contractor for the Hardware Maintenance and Support if:

- (a) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) All such documents have been verified by Canada;



- (c) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

1.13 **Discretionary Audit – Commercial Goods and/or Services.**

- (a) The following are subject to government audit before or after payment is made:
 - i. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - ii. The accuracy of the Contractor's time recording system.
 - iii. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
 - iv. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a price certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
 - v. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

1.14 **Advance Shipping Notice**

The Contractor should submit an advance shipping notice through the SSC P2P portal to notify SSC of the pending delivery of the goods under this Contract within 24 hours after shipping the goods. For ongoing or continuing services, the advance shipping notice will not be necessary as the Contractor must provide monthly invoices in accordance with the invoicing instructions provided in the Contract.

1.15 **Invoicing Instructions**

- (a) The Contractor must submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method. Invoices cannot be submitted until all work identified in the invoice is completed. The Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.
- (b) If the Contractor submits an advance shipping notice, the invoice should be linked to this advance shipping notice via email. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.



- (c) The Contractor's invoice must include a separate line item for each deliverable in the Basis of Payment provision.
- (d) 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, including any charges for work performed by subcontractors.
- (e) 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.

1.16 **Certifications**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default

1.17 **Applicable Laws**

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

1.18 **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) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
4001 (2015-04-01) - Hardware Purchase, Lease and Maintenance;
- (c) General Conditions 2035 (2022-05-12) – Higher Complexity – Services;
- (d) Annex A – Statement of Work;
- (e) Annex B – Inventory and Pricing Table;
- (f) the Contractor's bid dated _____ not including any software publisher license terms and conditions that may be included in the bid, not including any provision SACC Manual clause s 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.

1.19 **Insurance**

SACC Manual clause G1005C (2016-01-28) Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



1.20 **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. 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 (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) of the greater of .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 (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.

(c) 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 16.3.1, 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).

1.21 Hardware Purchase, Lease and Maintenance

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	No
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	As set out on Page 1 of the Contract
Delivery Date	As set out under the Section titled Delivery Date
Contractor must deliver Hardware Documentation	No
Contractor must update Hardware Documentation throughout Contract Period	No
Hardware Documentation must include maintenance documentation	Yes



Condition of Hardware	The Hardware provided may include refurbished hardware, as long as it is certified "equal quality" to new and unused equipment
Hardware is part of a System	Yes
Availability-level Testing will be performed before acceptance	No
Language of Hardware Documentation	English/French/Bilingual
Hardware Maintenance Period	The Hardware Maintenance Period is the Contract Period
Class of Maintenance Service	RTD
Toll-free Telephone Number for Maintenance Service	
Website for Maintenance Service	

1.22 Termination for Convenience

At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

1.23 Change of Control

- (a) At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
- (b) 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:
 - i. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - ii. 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
 - iii. 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.
 - iv. 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;

- v. 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.
- (c) 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.

1.24 **Safeguarding Electronic Media**

- (d) 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.
- (e) 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.

1.25 **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.



Annex A – Statement of Work



Annex B – Pricing Table

(attached as a separate file)



Shared Services
Canada

Services partagés
Canada