



**RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :**
Shared Services Canada (SSC)

Procurement and Vendor Relationships
180 Kent Street, 13th Floor
Ottawa, Ontario
K1G 4A8
Facsimile: (613) 960-6007
E-mail address: daniel.clement@canada.ca

**REQUEST FOR QUOTATION
DEMANDE DE PRIX**

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

Soumission de prix aux : Services Partagé Canada (SPC)
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par références dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiquée(s).

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

**Issuing Office – Bureau de distribution
Shared Services Canada (SSC)**
Procurement and Vendor Relationships
180 Kent Street, 13th Floor
Ottawa, Ontario
K1G 4A8
Facsimile: (613) 960-6007
E-mail address: daniel.clement@canada.ca

Title - Sujet VSAT Sparring Requirements	
Solicitation No. - N° de l'invitation RAS : 15-37317-0	Date 02/03/2016
Client Reference No.-N° de référence du client C93.10050615	GETS Ref. No. - N° de réf. de SEAG
File No. – N° de dossier C93.10050615	CCC No. / N° CCC-FMS No./ N° VME
Solicitation Closes– L'invitation prend fin At – à 02:00 PM On – le 2016-03-10	Time Zone – Fuseau horaire Eastern Daylight Time (EDT)
F.O.B. – F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Daniel Clément	Buyer Id – Id de l'acheteur C93
Telephone No. – N° de téléphone (613) 854-6451	FAX No. – N° de FAX (613) 960-6007
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Daniel Clement: (613) 854-6451 Shared Services Canada (SSC) for Global Affairs Canada (GAC) 180 Kent Street, 13th Floor, Ottawa, Ontario K1G 4A8	

**Instructions: See Herein
Instructions: Voir aux présentes**

Delivery Required – Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. / N° de téléphone Facsimile No. / N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Non et titre de la personne autorisée à signer au non du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

REQUEST FOR QUOTATION (RFQ)

For

VSAT Sparing Requirements

**TOTAL NO. OF PAGES
INCLUDING COVER SHEET &
Annex A:**

DATE: March 02, 2016

REQUIREMENT:	RAS: 15-37317-0 / VSAT Sparing Requirements
RFQ BIDDER:	
Bidder's PBN No	
Representative's Name	
Phone Number	
E-mail address	

1. REQUIREMENT:

- a) Shared Services Canada (SSC), on behalf of the Global Affairs Canada (GAC), is in need of VSAT Sparing Requirements for GAC Missions abroad. Delivery address is within the National Capital Region.

2. Standard Instructions, Clauses and Conditions

- a) All instructions, clauses and conditions identified in this Request for Quotations (RFQ) only by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC).
- b) Suppliers who submit a response agree to be bound by the instructions, clauses and conditions of the RFQ.
- c) Standard Instructions - Goods or Services - Competitive Requirements 2003 (2014-09-25) is incorporated by reference into, and form part of, the RFQ, except that:
- Wherever the terms "Public Works and Government Services Canada" or "PWGSC" are used, substitute with "Shared Services Canada";
 - Section 3 is amended as follows: delete "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16".
 - Section 7 is replaced by the following:

A response delivered to the address specified on the cover page after the closing date and time but before all responses have been assessed may be considered, provided the Respondent can prove the delay is due solely to a delay in delivery that can be attributed to the Delivery Company. "Delivery Company" means an incorporated courier company, Canada Post Corporation, or a national equivalent of a foreign country. The only pieces of evidence relating to a delay that are acceptable are:

- (A) a cancellation date stamp; or
- (B) a courier bill of lading; or
- (C) a date stamped label;

that clearly indicates that the response was received by the Delivery Company before the closing date.

- d) Postage meter imprints, whether imprinted by the Respondent or the Delivery Company, are not acceptable as proof of timely mailing.
- e) Delete subsection 20 (2).
- f) Section 12 of the 2003 Standard Instructions – Goods and Services – Competitive Requirements is amended by adding the following subsection 4:

Canada also reserves the right to reject a bid where Canada is of the opinion that awarding the contract to the Bidder could be injurious to the national interest or to national security.
- g) For the purposes of this RFQ, the PWGSC policies referenced within the Standard Instructions are adopted as SSC policies.
- h) If there is a conflict between the provisions of Standard Instructions – Goods or Services – Competitive Requirements 2003 and this document, this document prevails.

3. BIDDER'S RESPONSE TO RFQ:

- a) Because the nature of this solicitation, a response sent by fax or email to Shared Services Canada will not be accepted.
- b) Suppliers who intend to submit a response should send an e-mail indicating their intention to submit a response to daniel.clement@canada.ca and before the closing date.
- c) The Bidder must provide pricing in response to instructions in Annex "A".
- d) All product deliveries are to be FOB Destination.
- e) An individual price must be provided for each line entry in Annex "A".
- f) All line items quoted must be identical to those identified in Annex "A".
- g) The quotation shall be open for acceptance for a period of ninety (90) days from the bid closing date.

4. Sole Bid response - Price Support (SAC Clause: C0008T (2007-05-25))

- a) In the event that the Bidder's bid is the sole bid received, the Bidder must provide, on Canada's request one or more of the following price support if applicable:
 - i. a current published price list indicating the percentage discount available to Canada; or
 - ii. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 - iii. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 - iv. price or rate certifications; or

any other supporting documentation as requested by Canada.

5. National Security Exception, Data Sovereignty and Security

- a) Canada has invoked the National Security Exception in respect of this requirement and, as a result, none of the trade agreements apply to this procurement.

- b) SSC's goal is to move the Government of Canada to a shared IT infrastructure. The protection of the data within and between this infrastructure is critical to the integrity of government programs and to national security and is also required pursuant to a number of laws, including privacy laws. While all data stored by Canada must be protected against unauthorized access, personal, confidential and sensitive data require even stronger levels of control. Canada's network architecture will be designed with this in mind and a variety of security measures will be included in the Request for Quotation and the resulting Contract Clauses in this regard.

6. DELIVERY / PERIOD OF CONTRACT:

- a) The delivery location is **Will's Transfer Limited, 3100 Swansea Crescent, Ottawa, Ontario, Canada, K1G 3W4**. The Contract shall remain in place for a 12 months warranty period.

7. ENQUIRIES:

- a) It is mandatory that all inquiries concerning this RFQ be submitted by e-mail to the Contracting Officer specified herein. Responses to queries cannot be guaranteed if they are not received by the Contracting Officer by noon (12:00 p.m. EDT), two (2) business days prior to the RFQ closing date and time indicated.
- b) The Bidder should reference as accurately as possible the numbered item to which the inquiry relates. Care should be taken by the Bidder to explain each question in sufficient detail in order to enable Canada to provide an accurate answer.
- c) To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, through an electronic mail message simultaneously to the Bidder, to which this request for quotation has been sent, any significant information arising from inquiries received. Information provided verbally will not be binding upon Canada. Only additions, deletions or amendments made in writing to this RFQ by the Contracting Authority will be binding on Canada.

8. CONTRACTING AUTHORITY:

The Contracting Authority for the Contract is:

Name: **Daniel Clement**
Title: (A) Team Leader
Organization: Shared Services Canada (SSC)
Networks, End Users and Cyber Security (NEUCS)
Procurement and Vendor Relations
Address: 180 Kent street, 13 th Floor, 13-141. Ottawa, Ontario
Telephone: (613) 956-6451
Facsimile: (613) 930-6007
E-mail address: daniel.clement@canada.ca

9. Submission of Responses

- a) Responses must be submitted to the Contracting Authority by the date, time and to the address all indicated on page 1 of the RFQ and as detailed below.
- b) Responses must be submitted to SSC by:
 - i. the Bidder's representative in person; or
 - ii. registered mail; or
 - iii. an incorporated courier company.

- c) If the Bidder plans to deliver the response by hand or by courier to the Contracting Authority, the Bidder is requested to contact the Contracting Authority at daniel.clement@canada.ca mailbox at least 48 hours before the closing date to make arrangements for the delivery date and time of its intended response. If the Bidder does not make arrangements 48 hours in advance with the Contracting Authority for delivery of its response, SSC may be able to accommodate the Bidder, but SSC is not responsible for making a representative available to receive the response at any time other than the closing time. Upon receipt of any response delivered by hand or by courier, the Bidder or the courier, as well as the SSC Contracting Authority, must sign an SSC bid receipt confirmation form, a copy of which will be provided to the Bidder or Courier Company.

10. COORDINATES FOR SUBMISSION:

- a) Bidder will submit their quotation in accordance with the instructions provided in this RFQ no later than:

Thursday, March 10, 2016 at 2:00pm EDT

Attention:

Daniel Clément

Senior Procurement Officer / Agent principal des approvisionnements
Networks, End Users and Cyber Security (NEUCS) | Réseaux, Utilisateurs et Cybersécurité (RUC)
180 Kent Street
13th Floor, K141
Ottawa, Ontario K1P 0B6
Canada
Email address: daniel.clement@canada.ca
Tel. | Tél: (613) 854-6451 | Fax | Téléc.: (613) 960-6007

Canada Post submissions:

Shared Services Canada

*For Canada Post deliveries only include PO Box 9808, Station T CSC, K1G 4A8

**VSAT SPARING REQUIREMENTS
FOR
SHARED SERVICES CANADA
FOR
GAC MISSIONS ABROAD**

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List of Annexes to the Resulting Contract:

Annex A Pricing Sheet

VSAT SPARING REQUIREMENTS FOR SHARED SERVICES CANADA FOR GAC MISSIONS ABROAD

1. Requirement

- a) _____ (the "Contractor") agrees to supply to the Client the goods and services described in the Contract, in accordance with, and at the prices set out in the Contract. This includes:
- (i) VSAT Sparing Requirement that includes the following:
 - A) Packaging, Shipping and Delivery.
- 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 Global Affairs Canada (GAC).
- 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 and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:

2. 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. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

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

a) General Conditions:

- (i) 2030 (2015-09-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:
 - A) Section 2 of the General Conditions is amended as follows: delete "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16"

b) Supplemental General Conditions:

- (i) The following Supplemental General Conditions:
 - A) 4001 (2015-04-01), Supplemental General Conditions – Hardware Purchase, Lease and Maintenance;

apply to and form part of the Contract.

3. Security Requirement**a) This document is UNCLASSIFIED, however;**

- (i) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- (ii) Contractor personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

4. 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 March 7, 2016 to March 31, 2016.

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 a 6 month period 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.

5. Delivery date:

All the deliverables must be received and invoiced on or before March 31, 2016.

6. Authorities**a) Contracting Authority**

The Contracting Authority for the Contract is:

Daniel Clément

(A) Team Leader

Procurement and Vendor Relations

Shared Services Canada

180 Kent Street, 13-141

Ottawa, Ontario, K1G 4A8

Telephone: (613) 854-6451

Facsimile: (613) 960-6007

E-mail address: Daniel.clement@canada.ca

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

b) Technical Authority

The Technical Authority for the Contract is:

To be identified at time of award.

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

c) Contractor's Representative

To be identified at time of award.

7. Payment**a) Basis of Payment**

- (i) Purchased Hardware: For the Supply of Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex A, FOB destination, including all customs duties, Applicable Taxes extra.

Estimated Cost: \$TBD

- (ii) **GST/HST:**

Estimated Cost: \$TBD

b) Limitation of Expenditure

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

c) Discretionary Audit

- (i) The following are subject to government audit before or after payment is made:
- A) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.

- B) The accuracy of the Contractor's time recording system.
- C) 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).
- D) 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.
- E) 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.

8. Methods of Payment

SACC Clause H1000C (2008-05-12) Single Payment - Goods

- a) Canada will pay the Contractor upon completion and delivery of the Terminal Equipment in accordance with the payment provisions of the Contract if:
 - (i) 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;
 - (ii) all such documents have been verified by Canada;
 - (iii) the products delivered has been accepted by Canada.

9. Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c) By submitting invoices the Contractor is certifying that the goods 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.
- d) The Contractor must provide the original of each invoice to Shared Services Canada, 11 Laurier Street, PDP III, 5A1, PO Box 9808 STN T CSC , Gatineau, Québec, K1G 4A8.

10. Certifications

- b) 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.

11. Applicable Law

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

12. 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 clauses incorporated by reference in these Articles of Agreement;
- b) supplemental general conditions, in the following order:
 - (i) 4001 (2015-04-01), Supplemental General Conditions – Hardware Purchase, Lease and Maintenance
- c) 2030 (2015-09-03), General Conditions - Higher Complexity – Goods;
- d) Annex A, Pricing Sheet;
- e) the Contractor's quotation dated _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the quotation 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 quotation.

13. Insurance Requirements

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

14. Limitation of Liability

- 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.
 - C) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - D) 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.

- E) 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 F) above.
- F) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
1. 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
 2. 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 (ii) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2 Million.
- In any case, the total liability of the Contractor under subparagraph 2. will not exceed the total estimated cost (as defined above) for the Contract or \$2 Million, whichever is more.
3. 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.
- G) Third Party Claims:**
1. 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.
 2. 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 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.
 3. The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 3.

15. 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.

16. 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.
 - (vi) If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.
 - (vii) The Contractor must notify the Contracting Authority in writing of:
 - A) any change of control in the Contractor itself;
 - B) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
 - C) 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).

- (viii) The Contractor must provide this notice by no later than 10 FGWDs after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.
- c) In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- d) If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- e) If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.
- f) In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- 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.

17. Access to Canada's Property and Facilities

- a) 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.