



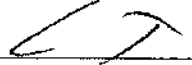
Purchasing
Services
Branch

PURCHASE ORDER

YOUR INVOICE, PACKAGES AND ALL
CORRESPONDENCE MUST BEAR THE
FOLLOWING PURCHASE ORDER NUMBER

Page 1 of 3

ISSUED 2015/03/03		REQUISITION No. R021891		DOCUMENT No. PO-006455	
TO Chroma Communications Group Inc. 1516 Marine Crescent Coquitlam, BC V3J 5X5			DELIVER TO Ministry of Justice 2261 Keating X-Road Saanichton, BC V8W 9J1		
FOR MINISTRY OF Ministry of Justice				SUPPLIER No. 2082123001	
MINISTRY 105	RESPONSIBILITY 15762	ACCOUNT 12200	STOB 6316	PROJECT	LOCATION FUTURE
INVOICE TO Ministry of Justice PO Box 9201 Stn Prov Govt Victoria, BC V8W 9J1 Attn Accounts Payable					
QUANTITY	DESCRIPTION			PRICE	AMOUNT
30 Each	Itq:ITQ-004389-1 Commodity:5860 Globalstar GSP-1700 Satellite Phone Kit as per Specifications and Requirements below, and attached Description and Pricing			\$420.00	\$12,600.00
				Gross Total:	\$12,600.00
				GST/HST:	\$630.00
				PST:	\$882.00
				Subtotal:	\$14,112.00
				Total:	\$14,112.00
				(Canadian Dollars) Not to exceed \$53,760.00	


PURCHASING AGENT
Trapler, Len
1 (250) 387-7300



PURCHASE ORDER

YOUR INVOICE, PACKAGES AND ALL
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Page 2 of 3

Purchasing
Services
Branch

ISSUED

2015/03/03

REQUISITION No.

R021891

DOCUMENT No.

PO-006455

SPECIFICATIONS:

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

AIRTIME WILL BE PURCHASED VIA SEPARATE CONTRACT.

INITIAL USER DEVICE ORIENTATION:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term may be required. The Ministry will contact the supplier to schedule as applicable.

END USER SUPPORT (phone support): 2 year term, Initial response time of less than 2 hours

WARRANTY: See attached

DELIVERY: 10 Calendar Days A.R.O. FOB destination, including all delivery and duty/brokerage (if applicable) charges

Price includes any applicable environmental fees/levies

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Purchase Order Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
2. The Contractor must promptly notify the Province at the Purchasing Services as noted on the ITQ if the order cannot be filled.
3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
6. The Contractor is an independent contractor and must indemnify, protect and save harmless the Province, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or subcontractors, in connection with providing the goods or the services covered by this order or incidental or ancillary thereto.
7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
8. The Agreement is governed by the laws of the Province of British Columbia.
9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to: a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
11. Time will be of the essence in this Agreement.
12. The Contractor must comply with all applicable laws in providing the goods/services specified.
13. Payment terms are subject to the Province of British

Columbia's interest on overdue accounts payable regulations.

14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:

All disputes arising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.

The place of arbitration will be Vancouver, British Columbia, Canada.

Chroma Communications

Solutions that keep you talking

604. 290. 5938

info@ChromaCommunications.ca

1516 Marine Crescent, Coquitlam, BC, V3J 5X5

QUOTED COMPONENT DESCRIPTION & PRICING

Qty	Item Description	Unit Price
30	Globalstar GSP-1700 Satellite Phone Kits Includes: <ul style="list-style-type: none">- GSP-1700 phone- Wall/120 VAC Charger- USB Data Cable- 12 Volt DC Car Charger- Leather Ruggedized Carry Case (belt holster) for phone* <p>* Leather carry case can be substituted for a nylon belt pouch, or a hardened Nanuk brand case with customized foam insert at no additional cost. Please specify your preference when ordering.</p> <p>Note: GSP-1700 phones meet all specifications outlined on page 1 of ITQ-004389</p>	\$ 380.00
30	One-time activation Fee for airtime plans (monthly / annual)	\$ 40.00

Globalstar Airtime Pricing Options

The client must choose one of the monthly or annual airtime plans listed below in order to determine the operating costs of the GSP-1700 satellite phone for two years.

Note:

- The one-time activation fee has been included in the unit cost of each satellite phone package.
- All monthly and annual plans include a double-time minutes promotion, which are reflected in the "Minutes Included" line item on each table.

Monthly Plans	Orbit 40	Orbit 100	Orbit 200	Orbit Unlimited
Price	\$39.99/mo.	\$64.99/mo.	\$99.99/mo.	\$149.99/mo.
Minutes Included	80	200	400	Unlimited
Effective per minute rate	\$1.00/min	\$0.65/min	\$0.50/min	N/A
Additional voice minutes	\$0.99/min	\$0.99/min	\$0.99/min	N/A
Voice mail	\$4.99	FREE	FREE	FREE
Express data compression	FREE	FREE	FREE	FREE
One-Time Activation Fee	\$40.00	\$40.00	\$40.00	\$40.00

Annual Plans	Galaxy 480	Galaxy 1200	Galaxy 2400	Galaxy Unlimited
Price	\$480/yr.	\$780/yr.	\$1,200/yr.	\$1,800/yr.
Minutes Included	960	2400	4800	Unlimited
Effective per minute rate	\$1.00/min	\$0.65/min	\$0.50/min	N/A
Additional voice minutes	\$0.99/min	\$0.99/min	\$0.99/min	N/A
Voice mail	\$60	FREE	FREE	FREE
Express data compression	FREE	FREE	FREE	FREE
One-Time Activation Fee	\$40.00	\$40.00	\$40.00	\$40.00

*Subscriptions on the same annual plan and same account will have the minutes pooled.

Additional Information

- 12 month term applies.
- Inbound short messaging (SMS) included in all plans.
- Voice calls within home zone (North America) will be billed first minute and then in 30 second increments.
- Roaming and Long Distance Calls (outside of Home Zone) will be billed first minute then 60 second increments.
- Data calls will be included and billed in 15 second increments.
- Subscriptions on the same annual plan and the same account will have the minutes pooled. Galaxy 1200 does not include pooling.
- Unused airtime will not be rolled over to the next billing cycle.

Initial User Device Orientation – Costs not included in price evaluation

The following table provides the price we would charge for one of our sales representatives to travel to Victoria and provide a training session for the use of the Globalstar GSP-1700 satellite phones.

NOTE:

Training sessions done via webinar will be free of charge. As such, ***we recommend conducting all training via webinar.***

Qty	Item Description	Unit Price
1	Training Session – in the Victoria area <i>Includes:</i> <ul style="list-style-type: none"> - One Chroma sales representative to travel from Coquitlam to Victoria for one day to conduct a training session on the use of a Globalstar GSP-1700 satellite phone. 	\$1,200.00

ALL AVAILABLE ACCESSORIES – Costs not included in price evaluation

Qty	Item Description	Unit Price
1	Globalstar Mini Router with data cable included. (GDK-GS9600)	\$149.99
1	GSP-1700 Lithium-Ion Battery (GPB-1700)	\$ 69.95
1	GSP-1700 Vehicle Installation Kit – Hands-free (GIK-1700-MP) Includes: <ul style="list-style-type: none">- Docking station- Magnetic active antenna- Power	\$ 299.00
1	Privacy Handset for GIK-1700 (GPH-1700)	\$ 39.95
1	GSP-1700 Auxiliary Battery Charger (GAC-1700) Use this to externally charge a battery outside of the phone.	\$ 99.95
1	Noise-cancellation Headset (GHS-1700)	\$ 59.95
1	Leather Ruggedized Carry Case for GSP-1700 (GRC-1700)	\$49.95
1	Hardened Protective Case for GSP-1700 (GSP-1700-PROTECT-CASE) Includes: <ul style="list-style-type: none">- Nanuk brand case- Custom foam insert for GPS-1700 phone, DC charger, AC charger, spare battery.	\$ 59.99

*Accessory Pricing does not include shipping, as this is for reference only.

End User Support – Contact Information

Chroma Communications Inc.
Contact: Nicholas de Jager
Phone: 604-290-5938
Email: info@chromacommunications.ca

Globalstar Canada Satellite Telephone and Accessories Warranty

AA-00251

GLOBALSTAR Canada Satellite Co. (herein after referred to as GLOBALSTAR) hereby warrants, subject to the conditions herein below set forth in paragraphs numbered "1" through "8", that should this product become defective by reason of improper workmanship or material during the specified warranty period(s), an authorized GLOBALSTAR Service Centre will repair the same affecting all necessary parts replacement, without charge for either parts or labour.

- 1 For a period of one (1) year from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected satellite telephone without charge for parts or labour.
- 2 For a period of one (1) year from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected accessory(ies) (i.e. cables, car kits, cords, casings, and straps), without charge for parts or labour.
- 3 For a period of six (6) months from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected battery(ies), without charge for parts or labour, provided that such express warranty for batteries is not valid if, (i) the batteries are charged by other than GLOBALSTAR-approved battery chargers specified for the battery type, (ii) any other seals on the battery are broken or show evidence of tampering or, (iii) the battery is used in equipment other than the satellite telephone product for which it is specified.
- 4 This warranty applies to the product from the original date of purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer. The owner must furnish proof of original purchase to receive any service from the authorized GLOBALSTAR Service Centre. Further, this warranty does not cover the cost of removal or reinstallation or costs associated with the operation of this unit or any other charges levied by the provider of satellite service; any damage due to accident, misuse, abuse or negligence; any damage suffered through environmental conditions, improper testing, maintenance, operation, installation, adjustment or any alteration or modification of any kind; breakage or damage to antenna unless caused directly by defects in material or workmanship.
- 5 The serial number on the unit must not have been altered or removed. The unit must not have been operated contrary to the instructions contained in the owner's manual or by the applicable government body regulating and governing the use of such radio communications equipment, or used as a rental unit at any time prior to or after original purchase at retail. The opinion of GLOBALSTAR with respect to this matter shall be final.
- 6 The unit must be shipped prepaid, or delivered to one of the authorized GLOBALSTAR Service Centres in Canada in either its original package or similar package affording an equal degree of protection and with instructions indicating a location within Canada to which the unit must be returned. The repaired unit will be returned prepaid to the customer's authorized GLOBALSTAR Dealer. All accessories that are enclosed with the unit must be individually listed on the packing slip for the shipping documentation. Neither GLOBALSTAR nor the authorized GLOBALSTAR Service Centre shall have any liability whatsoever for loss or damage to such accessories if they are not listed. Defective accessories should be returned to the authorized GLOBALSTAR Service Centre as a separate repair item.
- 7 This warranty does not extend to broken or damaged cabinets, accessories (except as provided herein), exposed antenna, and to parts wearing out due to normal wear and tear. This warranty does not cover regular product maintenance such as cleaning, lubrication, or check-ups.

This warranty is valid only in Canada for products purchased from GLOBALSTAR or authorized GLOBALSTAR Dealers.

8. This warranty does not cover: (a) Defects or damage resulting from use of the equipment in other than its normal and customary manner, (b) Defects or damage resulting from misuse, accident, or neglect, (c) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment, (d) Breakage or damage to antennas unless caused directly by defects in material or workmanship, (e) Equipment disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim, (f) Equipment which has had the serial number removed or made illegible, (g) Defects or damage due to spills of food or liquids, (h) Control unit cords that are stretched or have the eight(8)-pin modular tab broken, (i) All plastic surfaces and all other externally exposed parts that are scratched or damaged due to Customer normal use, (j) Leather accessories, specifically carrying cases and briefcases (which are covered under a separate manufacturer's warranties), (k) Products rented on a month to month basis, (l) The control unit keypad assembly, control unit displays, and control unit coil cords and inter-cabling are not covered after the first year from purchase or activation.
9. This warranty does not extend to persons other than the original purchaser who purchases the satellite telephone or accessory from GLOBALSTAR or an authorized GLOBALSTAR Dealer.

10. General provisions: This warranty sets forth GLOBALSTAR's responsibilities regarding the equipment. Repair, replacement, or refund of the purchase price, at GLOBALSTAR's option is the Customer's exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, IN NO EVENT SHALL GLOBALSTAR BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT, OR FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS THE CELLULAR CARRIER IS NOT CONTROLLED BY GLOBALSTAR, NO WARRANTY IS MADE AS TO, AND GLOBALSTAR ASSUMES NO RESPONSIBILITY AND LIABILITY FOR THE CARRIER'S RANGE, COVERAGE, DESIGN, GRADE OF SERVICE, AUDIO QUALITY, EQUIPMENT COMPATIBILITY, SYSTEM DOWN-TIME, OR BILLING PRACTICES.

11. This warranty gives the customer specific legal rights and the customer may have other rights that vary province to province.

Except to the extent prohibited by applicable law, no other warranties, whether express or implied, including warranties of merchantability and fitness for a particular purpose, shall apply to this unit; under no circumstances shall GLOBALSTAR nor the authorized GLOBALSTAR Service Centre be liable for consequential damages sustained in connection with said unit and GLOBALSTAR neither assumes nor authorizes any representative or other person to assume for it any obligation or liability other than such as expressly set forth herein.

For warranty service, please return the product with receipt of purchase to your Authorized GLOBALSTAR dealer. They will arrange for your GLOBALSTAR product to be serviced or call our Customer Care Centre at 1-877-GLBLSTAR (1-877-452-5782) for more details.

Trapler, Len J MTIC:EX

From: Trapler, Len J MTIC:EX
Sent: Tuesday, March 3, 2015 2:14 PM
To: 'Nicholas de Jager'
Cc: Mohrmann, Ralph JAG:EX
Subject: Purchase Order
Attachments: Purchase Order.pdf

Hello Nicholas,

See attached PO. Hard copy original to follow via mail.

Note, PO includes a Not To Exceed limit if the Province chooses to purchase up to 70 more phones, and to cover any on-site training that may be required.

Regards,

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 1 of 4

Issued: 2015/02/05

Solicitation Number ITQ-004389-1
Original Publish Date 2015/02/03
Amendment Published 2015/02/05
Close Date & Time 2015/02/11 14:00
Time Zone Pacific Time
All dates are yyyy/mm/dd

Legal Company Name Chroma Communications Inc.

DBA(if applicable) _____

Address 1516 Marine CrescentCity Coquitlam Prov BC Postal V3J 5X5Supplier # (if known) 2089123001Phone 604-290-5938 Fax _____

Print/Submit completed form. Must be received before closing date/time at Procurement Services Branch PO Box 9476 STN PROV GOVT Victoria, B.C., V8W 9W6

Location 3rd floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

***** ADDENDUM #1 (February 5, 2015) *****

THE FOLLOWING QUESTIONS AND ANSWERS FORM PART OF THIS ITQ:

QUESTION 1) What kind of airtime plan is required: Annual? Monthly? Or do we list all monthly and annual options and their terms, costs and associated fees?

ANSWER: Yes, please provide monthly and annual options with all terms, costs and associated fees.

QUESTION 2) Re: Carrying Case: Do you require a hardened case with a customized protective foam insert (Pelican brand or equivalent)?

ANSWER: A hard (Pelican type) case is not required. A user belt attachment or soft case is preferred.

Bids may be submitted by fax. Bids or proposals submitted by e-mail cannot be accepted in response to this Invitation to Quote. Bids submitted by e-mail will not be considered.

Note: Any changes or updated information regarding this ITQ/Bid Opportunity will only be posted on the BC Bid website at <http://www.bcbid.ca>. Bidder(s) are advised to check the

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
 This is NOT an Order

Page 2 of 4

Issued: 2015/02/05

Solicitation Number ITQ-004389
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website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	30	Each	Handheld Satellite phone	30	\$420.00	\$12,600.00

SPECIFICATIONS:

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

1) State all applicable operating costs including: (Note: costs will be included in price evaluation)

- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
- Cancellation terms and associated fees

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

WARRANTY: Provide Details of Warranty offered: *See attached for warranty information*

DELIVERY: *10 business days after receipt of order.*

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 3 of 4
Issued: 2015/02/05

Solicitation Number
ITQ-004389

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: 10

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

Price must include any applicable environmental fees/levies

Must be supplied by an authorized reseller/distributor

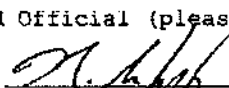
QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Ship To:
Ministry of Justice
2261 Keating X-Road
Saanichton, BC V8W 9J1

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER

The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties. Pricing will be firm for 90 days unless otherwise specified by the supplier.

GROSS TOTAL \$12,600.00
DEDUCT DISCOUNTS _____
SUB TOTAL \$12,600.00
ADD GST/HST \$630.00
ADD PST \$882.00
NET TOTAL \$14,112.00

Authorized Official (please print) Nicholas de Jager
Signature  Date Feb. 10/2015

Invitation to Quote Terms and Conditions

1. Quotations will be marked with their receipt time at the closing location. Only complete quotations received and marked before closing time will be considered to have been received on time. Hard copies of late quotations will not be accepted or considered. Electronic quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the quotation receipt time as recorded at the closing location shall prevail whether accurate or not.
2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.
3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.
5. The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
6. Lowest or any quotation will not necessarily be accepted.
7. Potential suppliers must refer to the ITQ number in all correspondence.
8. Potential suppliers must comply with all applicable laws.
9. The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.
10. Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.
11. All inquiries related to this ITQ are to be directed to the Province, at the Purchasing Services as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Do not contact the Ministry/Agency involved. Inquiries and responses may be distributed to all potential suppliers at the Province's option.
12. All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. The Province will routinely release the name of the successful supplier, and total Purchase Order value. For further information about Freedom of Information please contact (250) 387-7300.
13. The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.
14. The working language of the British Columbia Government is English and all quotations must be submitted in English.

Purchase Order Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
2. The Contractor must promptly notify the Province, at the Purchasing Services as noted on the ITQ if the order cannot be filled.
3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
6. The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
8. The Agreement is governed by the laws of the Province of British Columbia.
9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
11. Time will be of the essence in this Agreement.
12. The Contractor must comply with all applicable laws in providing the goods/services specified.
13. Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:
All disputes rising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.
The place of arbitration will be Vancouver, British Columbia, Canada.

Chroma Communications

Solutions that keep you talking

604. 290. 5928
 info@ChromaCommunications.ca
 1516 Marine Crescent, Coquitlam, BC, V3J 5X5

QUOTED COMPONENT DESCRIPTION & PRICING

Qty	Item Description	Unit Price
30	Globalstar GSP-1700 Satellite Phone Kits Includes: <ul style="list-style-type: none"> - GSP-1700 phone - Wall/120 VAC Charger - USB Data Cable - 12 Volt DC Car Charger - Leather Ruggedized Carry Case (belt holster) for phone* <p>* Leather carry case can be substituted for a nylon belt pouch, or a hardened Nanuk brand case with customized foam insert at no additional cost. Please specify your preference when ordering.</p> <p>Note: GSP-1700 phones meet all specifications outlined on page 1 of ITQ-004389</p>	\$ 380.00
30	One-time activation Fee for airtime plans (monthly / annual)	\$ 40.00

Globalstar Airtime Pricing Options

The client must choose one of the monthly or annual airtime plans listed below in order to determine the operating costs of the GSP-1700 satellite phone for two years.

Note:

- The one-time activation fee has been included in the unit cost of each satellite phone package.
- All monthly and annual plans include a double-time minutes promotion, which are reflected in the "Minutes Included" line item on each table.

Monthly Plans	Orbit 40	Orbit 100	Orbit 200	Orbit Unlimited
Price	\$39.99/mo.	\$64.99/mo.	\$99.99/mo.	\$149.99/mo.
Minutes Included	80	200	400	Unlimited
Effective per minute rate	\$1.00/min	\$0.65/min	\$0.50/min	N/A
Additional voice minutes	\$0.99/min	\$0.99/min	\$0.99/min	N/A
Voice mail	\$4.99	FREE	FREE	FREE
Express data compression	FREE	FREE	FREE	FREE
One-Time Activation Fee	\$40.00	\$40.00	\$40.00	\$40.00

Annual Plans	Galaxy 480	Galaxy 1200	Galaxy 2400	Galaxy Unlimited
Price	\$480/yr.	\$780/yr.	\$1,200/yr.	\$1,800/yr.
Minutes Included	960	2400	4800	Unlimited
Effective per minute rate	\$1.00/min	\$0.65/min	\$0.50/min	N/A
Additional voice minutes	\$0.99/min	\$0.99/min	\$0.99/min	N/A
Voice mail	\$60	FREE	FREE	FREE
Express data compression	FREE	FREE	FREE	FREE
One-Time Activation Fee	\$40.00	\$40.00	\$40.00	\$40.00

*Subscriptions on the same annual plan and same account will have the minutes pooled.

Additional Information

- 12 month term applies.
- Inbound short messaging (SMS) included in all plans.
- Voice calls within home zone (North America) will be billed first minute and then in 30 second increments.
- Roaming and Long Distance Calls (outside of Home Zone) will be billed first minute then 60 second increments.
- Data calls will be included and billed in 15 second increments.
- Subscriptions on the same annual plan and the same account will have the minutes pooled. Galaxy 1200 does not include pooling.
- Unused airtime will not be rolled over to the next billing cycle.

Initial User Device Orientation – Costs not included in price evaluation

The following table provides the price we would charge for one of our sales representatives to travel to Victoria and provide a training session for the use of the Globalstar GSP-1700 satellite phones.

NOTE:

Training sessions done via webinar will be free of charge. As such, ***we recommend conducting all training via webinar.***

Qty	Item Description	Unit Price
1	Training Session – In the Victoria area <i>Includes:</i> <ul style="list-style-type: none"> - One Chroma sales representative to travel from Coquitlam to Victoria for one day to conduct a training session on the use of a Globalstar GSP-1700 satellite phone. 	\$1,200.00

ALL AVAILABLE ACCESSORIES – Costs not included in price evaluation

Qty	Item Description	Unit Price
1	Globalstar Mini Router with data cable included. (GDK-GS9600)	\$149.99
1	GSP-1700 Lithium-Ion Battery (GPB-1700)	\$ 69.95
1	GSP-1700 Vehicle Installation Kit – Hands-free (GIK-1700-MP) Includes: - Docking station - Magnetic active antenna - Power -	\$ 299.00
1	Privacy Handset for GIK-1700 (GPH-1700)	\$ 39.95
1	GSP-1700 Auxillary Battery Charger (GAC-1700) Use this to externally charger a battery outside of the phone.	\$ 99.95
1	Noise-cancellation Headset (GHS-1700)	\$ 59.95
1	Leather Ruggedized Carry Case for GSP-1700 (GRC-1700)	\$49.95
1	Hardened Protective Case for GSP-1700 (GSP-1700-PROTECT-CASE) Includes: - Nanuk brand case - Custom foam insert for GPS-1700 phone, DC charger, AC charger, spare battery.	\$ 59.99

*Accessory Pricing does not include shipping, as this is for reference only.

End User Support – Contact Information

Chroma Communications Inc.

Contact: Nicholas de Jager

Phone: 604-290-5938

Email: info@chromacommunications.ca

Globalstar Canada Satellite Telephone and Accessories Warranty

AA-00251

GLOBALSTAR Canada Satellite Co. (herein after referred to as GLOBALSTAR) hereby warrants, subject to the conditions herein below set forth in paragraphs numbered "1" through "8", that should this product become defective by reason of improper workmanship or material during the specified warranty period(s), an authorized GLOBALSTAR Service Centre will repair the same affecting all necessary parts replacement, without charge for either parts or labour.

- 1 For a period of one (1) year from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected satellite telephone without charge for parts or labour.
- 2 For a period of one (1) year from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected accessory(ies) (i.e. cables, car kits, cords, casings, and straps), without charge for parts or labour.
- 3 For a period of six (6) months from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected battery(ies), without charge for parts or labour, provided that such express warranty for batteries is not valid if, (i) the batteries are charged by other than GLOBALSTAR-approved battery chargers specified for the battery type, (ii) any other seals on the battery are broken or show evidence of tampering or, (iii) the battery is used in equipment other than the satellite telephone product for which it is specified.
- 4 This warranty applies to the product from the original date of purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer. The owner must furnish proof of original purchase to receive any service from the authorized GLOBALSTAR Service Centre. Further, this warranty does not cover the cost of removal or reinstallation or costs associated with the operation of this unit or any other charges levied by the provider of satellite service; any damage due to accident, misuse, abuse or negligence; any damage suffered through environmental conditions, improper testing, maintenance, operation, installation, adjustment or any alteration or modification of any kind; breakage or damage to antenna unless caused directly by defects in material or workmanship.
- 5 The serial number on the unit must not have been altered or removed. The unit must not have been operated contrary to the instructions contained in the owner's manual or by the applicable government body regulating and governing the use of such radio communications equipment, or used as a rental unit at any time prior to or after original purchase at retail. The opinion of GLOBALSTAR with respect to this matter shall be final.
- 6 The unit must be shipped prepaid, or delivered to one of the authorized GLOBALSTAR Service Centres in Canada in either its original package or similar package affording an equal degree of protection and with instructions indicating a location within Canada to which the unit must be returned. The repaired unit will be returned prepaid to the customer's authorized GLOBALSTAR Dealer. All accessories that are enclosed with the unit must be individually listed on the packing slip for the shipping documentation. Neither GLOBALSTAR nor the authorized GLOBALSTAR Service Centre shall have any liability whatsoever for loss or damage to such accessories if they are not listed. Defective accessories should be returned to the authorized GLOBALSTAR Service Centre as a separate repair item.
- 7 This warranty does not extend to broken or damaged cabinets, accessories (except as provided herein), exposed antenna, and to parts wearing out due to normal wear and tear. This warranty does not cover regular product maintenance such as cleaning, lubrication, or check-ups.

This warranty is valid only in Canada for products purchased from GLOBALSTAR or authorized GLOBALSTAR Dealers.

8. This warranty does not cover: (a) Defects or damage resulting from use of the equipment in other than its normal and customary manner, (b) Defects or damage resulting from misuse, accident, or neglect, (c) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment, (d) Breakage or damage to antennas unless caused directly by defects in material or workmanship, (e) Equipment disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim, (f) Equipment which has had the serial number removed or made illegible, (g) Defects or damage due to spills of food or liquids, (h) Control unit cords that are stretched or have the eight(8)-pin modular tab broken, (i) All plastic surfaces and all other externally exposed parts that are scratched or damaged due to Customer normal use, (j) Leather accessories, specifically carrying cases and briefcases (which are covered under a separate manufacturer's warranties), (k) Products rented on a month to month basis, (l) The control unit keypad assembly, control unit displays, and control unit coil cords and inter-cabling are not covered after the first year from purchase or activation.
9. This warranty does not extend to persons other than the original purchaser who purchases the satellite telephone or accessory from GLOBALSTAR or an authorized GLOBALSTAR Dealer.

10. General provisions: This warranty sets forth GLOBALSTAR's responsibilities regarding the equipment. Repair, replacement, or refund of the purchase price, at GLOBALSTAR's option is the Customer's exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL GLOBALSTAR BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT, OR FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS THE CELLULAR CARRIER IS NOT CONTROLLED BY GLOBALSTAR, NO WARRANTY IS MADE AS TO, AND GLOBALSTAR ASSUMES NO RESPONSIBILITY AND LIABILITY FOR THE CARRIER'S RANGE, COVERAGE, DESIGN, GRADE OF SERVICE, AUDIO QUALITY, EQUIPMENT COMPATIBILITY, SYSTEM DOWN-TIME, OR BILLING PRACTICES.

11. This warranty gives the customer specific legal rights and the customer may have other rights that vary province to province.

Except to the extent prohibited by applicable law, no other warranties, whether express or implied, including warranties or merchantability and fitness for a particular purpose, shall apply to this unit; under no circumstances shall GLOBALSTAR nor the authorized GLOBALSTAR Service Centre be liable for consequential damages sustained in connection with said unit and GLOBALSTAR neither assumes nor authorizes any representative or other person to assume for it any obligation or liability other than such as expressly set forth herein.

For warranty service, please return the product with receipt of purchase to your Authorized GLOBALSTAR dealer. They will arrange for your GLOBALSTAR product to be serviced or call our Customer Care Centre at 1-877-GLBLSTAR (1-877-452-5782) for more details.

Trapler, Len J MTIC:EX

From: Mohrmann, Ralph JAG:EX
Sent: Tuesday, March 3, 2015 1:33 PM
To: Trapler, Len J MTIC:EX
Subject: RE: Results for ITQ#004389 - Sat Phones

Hi Len, Sorry, I missed the questions below. Please see my answers in red

Ralph Mohrmann BSc

**Senior Regional Manager/Asst. Director Operations, Emergency Coordination
Emergency Management British Columbia**

Block A - Suite 200 2261 Keating X Roads
Saanichton, BC CANADA V8M 2A5
www.embc.gov.bc.ca

Ph: 250.952.4895 Fax: 250.952.4888
24 hour Emergency Reporting: 1.800.663.3456

From: Trapler, Len J MTIC:EX
Sent: Tuesday, March 3, 2015 11:59
To: Mohrmann, Ralph JAG:EX
Subject: RE: Results for ITQ#004389 - Sat Phones

Thanks, could you answer my other 3 questions below?

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



PROCUREMENT
SERVICES
A BRANCH OF SHARED SERVICES BC

From: Mohrmann, Ralph JAG:EX
Sent: Tuesday, March 3, 2015 11:56 AM
To: Trapler, Len J MTIC:EX
Subject: Re: Results for ITQ#004389 - Sat Phones

Yes. I had the conversation with Chroma and they meet the requirements satisfactorily.

Ralph

Sent from my BlackBerry 10 smartphone on the TELUS network.

From: Trapler, Len J MTIC:EX
Sent: Tuesday, March 3, 2015 11:28 AM
To: Mohrmann, Ralph JAG:EX
Subject: RE: Results for ITQ#004389 - Sat Phones

Also,

Re: End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

Did you determine the Chroma bid includes this support?

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
 A BRANCH OF SHARED SERVICES BC

From: Trapler, Len J MTIC:EX
Sent: Tuesday, March 3, 2015 11:15 AM
To: Mohrmann, Ralph JAG:EX
Subject: RE: Results for ITQ#004389 - Sat Phones

Hi Ralph,

I'm just putting the final touches on the PO

3 Questions;

1. Do you want any of the Airtime options to be included on the PO? Yes, although I do not fully understand if this has any implications!? We will need a 'plan' tied to each phone and be paying for these monthly. The Chroma *Orbit 40* plan is the one we will select.
2. Do you want the PO to include the Victoria training session at \$1,200, or will you opt for the free webinar training? We will determine if a/how many \$1,200 training session we might use. I'd say let the P.O. state that we may require up to 5 training sessions as required.
3. I assume you don't require any of the Available Accessories? Correct, no accessories need to be reflected on the PO

Please advise,

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
 A BRANCH OF SHARED SERVICES BC

From: Mohrmann, Ralph JAG:EX
Sent: Monday, March 2, 2015 11:08 AM
To: Trapler, Len J MTIC:EX
Subject: RE: Results for ITQ#004389 - Sat Phones

Ok,

We will be purchasing up to 100 Satellite hand-held phones at \$420 per unit inclusive of the on-time \$40 activation fee.

So, should be 100 units (still some discussion as to how many so it may be fewer!?) at \$420 = \$ 42,000 max

We then will also have a contract with the vendor for a monthly cost of \$0/per unit = \$ 4,000 (if we get all 100)

Ralph Mohrmann BSc

Senior Regional Manager/Asst. Director Operations, Emergency Coordination

Emergency Management British Columbia

Block A - Suite 200 2261 Keating X Roads

Saanichton, BC CANADA V8M 2A5

www.embc.gov.bc.ca

Ph: 250.952.4895 Fax: 250.952.4888

24 hour Emergency Reporting: 1.800.663.3456

From: Trapler, Len J MTIC:EX

Sent: Monday, March 2, 2015 10:41

To: Mohrmann, Ralph JAG:EX

Subject: RE: Results for ITQ#004389 - Sat Phones

I need to issue the contract to Chroma (a Purchase order in this case). Can you provide me with the details of exactly what we will be buying from them including pricing?

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC

p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

From: Mohrmann, Ralph JAG:EX

Sent: Monday, March 2, 2015 10:38 AM

To: Trapler, Len J MTIC:EX

Subject: RE: Results for ITQ#004389 - Sat Phones

Correct, Chroma Communications is successful.

So, I can simply work with them at obtaining the units and have them invoice us direct? Thanks, Ralph

From: Trapler, Len J MTIC:EX

Sent: Monday, March 2, 2015 08:48

To: Mohrmann, Ralph JAG:EX

Subject: RE: Results for ITQ#004389 - Sat Phones

Hi Ralph,

No need to advise the unsuccessful bidders, we will post the winning bid info on BC-Bid.

I will issue a PO to the successful bidder, assume this is Chroma Communications?

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

From: Mohrmann, Ralph JAG:EX
Sent: Friday, February 27, 2015 8:38 AM
To: Trapler, Len J MTIC:EX
Subject: RE: Results for ITQ#004389 - Sat Phones

Hi Len,

So, I have reviewed the quotes and spoken with the lowest bidder to clarify their information on the supports they offered and all is good.

Can you please tell me if I need to advise the unsuccessful bidders!/? Do I need to complete any specific paperwork now to order the items from the successful bidder? Just wanting to ensure I am following all the prescribes steps.

Thanks, Ralph

Ralph Mohrmann BSc

**Senior Regional Manager/Asst. Director Operations, Emergency Coordination
Emergency Management British Columbia**
Block A - Suite 200 2261 Keating X Roads
Saanichton, BC CANADA V8M 2A5
www.embc.gov.bc.ca

Ph: 250.952.4895 Fax: 250.952.4888
24 hour Emergency Reporting: 1.800.663.3456

From: Trapler, Len J MTIC:EX
Sent: Monday, February 16, 2015 12:56
To: Mohrmann, Ralph JAG:EX
Subject: Results for ITQ#004389 - Sat Phones

Hi Ralph,

We received 5 bids as follows; (prices below are quoted unit cost per radio)

\$420.00	Chroma Communications
s.21	Ocean and Coastal Environmental
	Inmarsat Solutions
	Latitude Tech.
	Victoria Mobile Radio

Note, I've only glanced at the bids as several of them sent pretty large packages. Please review carefully to ensure bids are compliant (offering what we asked for in the ITQ), and then compare pricing ensuring we are comparing "apples to apples"

Note, we also received a late bid from Ralph's Radio which cannot be considered

Regards,

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC

p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**

A BRANCH OF SHARED SERVICES BC

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 1 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389-1
Original Publish Date
2015/02/03
Amendment Published
2015/02/05
Close Date & Time
2015/02/11 14:00
Time Zone
Pacific Time
All dates are yyyy/mm/dd

Legal Company Name _____

DBA(if applicable) _____

Address _____

City _____ Prov _____ Postal _____

Supplier # (if known) _____

Phone _____ Fax _____

Print/Submit completed form. Must be received before closing date/time at
Procurement Services Branch
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W6

Location 3rd floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

***** ADDENDUM #1 (February 5, 2015) *****

THE FOLLOWING QUESTIONS AND ANSWERS FORM PART OF THIS ITQ:

QUESTION 1) What kind of airtime plan is required: Annual? Monthly? Or do we list all monthly and annual options and their terms, costs and associated fees?

ANSWER: Yes, please provide monthly and annual options with all terms, costs and associated fees.

QUESTION 2) Re: Carrying Case: Do you require a hardened case with a customized protective foam insert (Pelican brand or equivalent)?

ANSWER: A hard (Pelican type) case is not required. A user belt attachment or soft case is preferred.

Bids may be submitted by fax. Bids or proposals submitted by e-mail cannot be accepted in response to this Invitation to Quote. Bids submitted by e-mail will not be considered.

Note: Any changes or updated information regarding this ITQ/Bid Opportunity will only be posted on the BC Bid website at <http://www.bcbid.ca>. Bidder(s) are advised to check the

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 2 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389

website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	30	Each	Handheld Satellite phone			

SPECIFICATIONS:

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

1) State all applicable operating costs including: (Note: costs will be included in price evaluation)

- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
- Cancellation terms and associated fees

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

WARRANTY: Provide Details of Warranty offered:

DELIVERY:

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 3 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: _____

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

Price must include any applicable environmental fees/levies

Must be supplied by an authorized reseller/distributor

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Ship To:

Ministry of Justice
2261 Keating X-Road
Saanichton, BC V8W 9J1

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER

The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties. Pricing will be firm for 90 days unless otherwise specified by the supplier.

GROSS TOTAL _____

DEDUCT DISCOUNTS _____

SUB TOTAL _____

ADD GST/HST _____

ADD PST _____

NET TOTAL _____

Authorized Official (please print) _____

Signature _____ Date _____

Invitation to Quote Terms and Conditions

1. Quotations will be marked with their receipt time at the closing location. Only complete quotations received and marked before closing time will be considered to have been received on time. Hard copies of late quotations will not be accepted or considered. Electronic quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the quotation receipt time as recorded at the closing location shall prevail whether accurate or not.
2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.
3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.
5. The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
6. Lowest or any quotation will not necessarily be accepted.
7. Potential suppliers must refer to the ITQ number in all correspondence.
8. Potential suppliers must comply with all applicable laws.
9. The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.
10. Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.
11. All inquiries related to this ITQ are to be directed to the Province, at the Purchasing Services as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Do not contact the Ministry/Agency involved. Inquiries and responses may be distributed to all potential suppliers at the Province's option.
12. All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. The Province will routinely release the name of the successful supplier, and total Purchase Order value. For further information about Freedom of Information please contact (250) 387-7300.
13. The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.
14. The working language of the British Columbia Government is English and all quotations must be submitted in English.

Purchase Order Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
2. The Contractor must promptly notify the Province, at the Purchasing Services as noted on the ITQ if the order cannot be filled.
3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
6. The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
8. The Agreement is governed by the laws of the Province of British Columbia.
9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
11. Time will be of the essence in this Agreement.
12. The Contractor must comply with all applicable laws in providing the goods/services specified.
13. Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:
All disputes rising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.
The place of arbitration will be Vancouver, British Columbia, Canada.

Trapler, Len J MTIC:EX

From: Trapler, Len J MTIC:EX
Sent: Wednesday, February 4, 2015 12:07 PM
To: 'Nicholas de Jager'
Subject: RE: ITQ-004389 Questions

You too, thanks or your patience as it's a Gong Show around here

Are these answers clear enough?

- A document outlining monthly and annual options with terms, costs and associated fees
- A hardened (Pelican type) case is not required. A user belt attachment or case is preferred.

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

From: Nicholas de Jager [<mailto:nicholas@chromacommunications.ca>]
Sent: Wednesday, February 4, 2015 11:22 AM
To: Trapler, Len J MTIC:EX
Subject: ITQ-004389 Questions

Good Morning Len,

Nice speaking with you earlier. As discussed, please see my questions below:

- What kind of airtime plan is the customer interested in:
 - Annual?
 - Monthly?
 - Or would they simply like a document that outlines all the monthly and annual options and lists their terms, costs and associated fees so that they can pick one and let us know?

- Regarding the Carrying Case?
 - Is this to be a hardened case with a customized protective foam insert - such as a Pelican brand case (or equivalent)?

Thanks,

Nicholas de Jager, BA

Marketing & Product Coordinator,
Chroma Communications Inc.
604-290-5938
www.chromacommunications.ca

Solutions that keep you talking

Trapler, Len J MTIC:EX

From: Mohrmann, Ralph JAG:EX
Sent: Wednesday, February 4, 2015 11:35 AM
To: Trapler, Len J MTIC:EX
Subject: RE: Bidder questions re: ITQ-004389 Questions

My answers below: if you need any further detail please let me know. Thanks, Ralph

Ralph Mohrmann BSc

**Senior Regional Manager/Asst. Director Operations, Emergency Coordination
Emergency Management British Columbia**
Block A - Suite 200 2261 Keating X Roads
Saanichton, BC CANADA V8M 2A5
www.embc.gov.bc.ca

Ph: 250.952.4895 Fax: 250.952.4888
24 hour Emergency Reporting: 1.800.663.3456

From: Trapler, Len J MTIC:EX
Sent: Wednesday, February 4, 2015 11:29
To: Mohrmann, Ralph JAG:EX
Subject: Bidder questions re: ITQ-004389 Questions

Hi Ralph,

Please provide answers as soon as possible as I will have to post on BC-Bid.

Thanks,

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

- What kind of airtime plan is the customer interested in:
 - Annual?
 - Monthly?
 - Or would they simply like a document that outlines all the monthly and annual options and lists their terms, costs and associated fees so that they can pick one and let us know? A document outlining monthly and annual options with terms, costs and associated fees which can be agreed upon is preferred.
- Regarding the Carrying Case?

- Is this to be a hardened case with a customized protective foam insert - such as a Pelican brand case (or equivalent)? A hardened (Pelican type) case is not required. A user belt attachment or case is preferred.

Trapler, Len J MTIC:EX

From: Trapler, Len J MTIC:EX
Sent: Thursday, February 5, 2015 10:30 AM
To: 'Nicholas de Jager'
Subject: RE: ITQ-004389 Questions

This is fine, just list all operating cost options as "optional" items

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

From: Nicholas de Jager [<mailto:nicholas@chromacommunications.ca>]
Sent: Thursday, February 5, 2015 10:33 AM
To: Trapler, Len J MTIC:EX
Subject: Re: ITQ-004389 Questions

Hi Len,

The only issue I have now is that our proposal cannot include any operating costs (as stated under "additional requirements" on page 2) for these phones until the client has reviewed the airtime options and picked one.

Thus the unit price will only include the cost of the hardware and whatever activation fee is being charged.

Does this make sense?

Thanks,

Nicholas de Jager, BA

Marketing & Product Coordinator,
Chroma Communications Inc.
604-290-5938
www.chromacommunications.ca

Solutions that keep you talking

On 15-02-04 12:06 PM, Trapler, Len J MTIC:EX wrote:

You too, thanks for your patience as it's a Gong Show around here

Are these answers clear enough?

- A document outlining monthly and annual options with terms, costs and associated fees
- A hardened (Pelican type) case is not required. A user belt attachment or case is preferred.

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

From: Nicholas de Jager [<mailto:nicholas@chromacommunications.ca>]
Sent: Wednesday, February 4, 2015 11:22 AM
To: Trapler, Len J MTIC:EX
Subject: ITQ-004389 Questions

Good Morning Len,

Nice speaking with you earlier. As discussed, please see my questions below:

- What kind of airtime plan is the customer interested in:
 - Annual?
 - Monthly?
 - Or would they simply like a document that outlines all the monthly and annual options and lists their terms, costs and associated fees so that they can pick one and let us know?
- Regarding the Carrying Case?
 - Is this to be a hardened case with a customized protective foam insert - such as a Pelican brand case (or equivalent)?

Thanks,

Nicholas de Jager, BA

Marketing & Product Coordinator,
Chroma Communications Inc.

604-290-5938

www.chromacommunications.ca

Solutions that keep you talking

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 1 of 4

Issued: 2015/02/03

Solicitation Number
ITQ-004389
Original Publish Date
2015/02/03
Close Date & Time
2015/02/11 14:00
Time Zone
Pacific Time
All dates are yyyy/mm/dd

Legal Company Name _____

DBA(if applicable) _____

Address _____

City _____ Prov _____ Postal _____

Supplier # (if known) _____

Phone _____ Fax _____

Print/Submit completed form. Must be received before closing date/time at
Procurement Services Branch
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W6

Location 3rd floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

Bids may be submitted by fax. Bids or proposals submitted by e-mail cannot be accepted in response to this Invitation to Quote. Bids submitted by e-mail will not be considered.

Note: Any changes or updated information regarding this ITQ/Bid Opportunity will only be posted on the BC Bid website at <http://www.bcbid.ca>. Bidder(s) are advised to check the website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	30	Each	Handheld Satellite phone			

SPECIFICATIONS:

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 2 of 4

Issued: 2015/02/03

Solicitation Number ITQ-004389
--

- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

1) State all applicable operating costs including: (Note: costs will be included in price evaluation)

- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
- Cancellation terms and associated fees

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

WARRANTY: Provide Details of Warranty offered:

DELIVERY:

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: _____

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

Price must include any applicable environmental fees/levies

Must be supplied by an authorized reseller/distributor

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 3 of 4

Issued: 2015/02/03

Solicitation Number
ITQ-004389

Ship To:
Ministry of Justice
2261 Keating X-Road
Saanichton, BC V8W 9J1

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER

The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties.

Pricing will be firm for 90 days unless otherwise specified by the supplier.

GROSS TOTAL _____

DEDUCT DISCOUNTS _____

SUB TOTAL _____

ADD GST/HST _____

ADD PST _____

NET TOTAL _____

Authorized Official (please print) _____

Signature _____ Date _____

Invitation to Quote Terms and Conditions

1. Quotations will be marked with their receipt time at the closing location. Only complete quotations received and marked before closing time will be considered to have been received on time. Hard copies of late quotations will not be accepted or considered. Electronic quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the quotation receipt time as recorded at the closing location shall prevail whether accurate or not.
2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.
3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.
5. The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
6. Lowest or any quotation will not necessarily be accepted.
7. Potential suppliers must refer to the ITQ number in all correspondence.
8. Potential suppliers must comply with all applicable laws.
9. The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.
10. Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.
11. All inquiries related to this ITQ are to be directed to the Province, at the Purchasing Services as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Do not contact the Ministry/Agency involved. Inquiries and responses may be distributed to all potential suppliers at the Province's option.
12. All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. The Province will routinely release the name of the successful supplier, and total Purchase Order value. For further information about Freedom of Information please contact (250) 387-7300.
13. The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.
14. The working language of the British Columbia Government is English and all quotations must be submitted in English.

Purchase Order Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
2. The Contractor must promptly notify the Province, at the Purchasing Services as noted on the ITQ if the order cannot be filled.
3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
6. The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
8. The Agreement is governed by the laws of the Province of British Columbia.
9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
11. Time will be of the essence in this Agreement.
12. The Contractor must comply with all applicable laws in providing the goods/services specified.
13. Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:
All disputes rising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.
The place of arbitration will be Vancouver, British Columbia, Canada.

Trapler, Len J MTIC:EX

From: Trapler, Len J MTIC:EX
Sent: Tuesday, February 3, 2015 10:57 AM
To: Mohrmann, Ralph JAG:EX
Subject: RE: Updated Sat Phone Draft

Hi Ralph,

ITQ#004389 is now posted to BC-Bid, closing in 8 days. Although it's not likely necessary, feel free to give a "heads up" to any potential bidders you know so they don't miss the opportunity. If you receive any questions from bidders, please direct them to me.

Thanks,

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



PROCUREMENT
SERVICES
A BRANCH OF SHARED SERVICES BC

From: Mohrmann, Ralph JAG:EX
Sent: Monday, February 2, 2015 4:46 PM
To: Trapler, Len J MTIC:EX
Subject: FW: Updated Sat Phone Draft

Hi again Len, No worries, this one looks good. Approved for posting. Thanks, Ralph

Ralph Mohrmann BSc
Senior Regional Manager/Asst. Director Operations, Emergency Coordination
Emergency Management British Columbia
Block A - Suite 200 2261 Keating X Roads
Saanichton, BC CANADA V8M 2A5
www.embc.gov.bc.ca

Ph: 250.952.4895 Fax: 250.952.4888
24 hour Emergency Reporting: 1.800.663.3456

From: Trapler, Len J MTIC:EX
Sent: Monday, February 2, 2015 14:31
To: Mohrmann, Ralph JAG:EX
Subject: RE: Updated Sat Phone Draft

Sorry Ralph, I made the changes but for some odd reason the system didn't refresh the document. Attached should be the latest version

Cheers,

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC

p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

From: Mohrmann, Ralph JAG:EX
Sent: Monday, February 2, 2015 2:21 PM
To: Trapler, Len J MTIC:EX
Subject: RE: Updated Sat Phone Draft

Hi Len,

I am a bit confused as the attached draft ITQ does not reflect the suggested changes I made below or the follow up conversation we had last Thursday. Do you have any updated draft??

Ralph

Ralph Mohrmann BSc

**Senior Regional Manager/Asst. Director Operations, Emergency Coordination
Emergency Management British Columbia**
Block A - Suite 200 2261 Keating X Roads
Saanichton, BC CANADA V8M 2A5
www.embc.gov.bc.ca

Ph: 250.952.4895 Fax: 250.952.4888
24 hour Emergency Reporting: 1.800.663.3456

From: Trapler, Len J MTIC:EX
Sent: Monday, February 2, 2015 11:46
To: Mohrmann, Ralph JAG:EX
Subject: FW: Updated Sat Phone Draft

Here's what I sent you last week. Note highlighted sentence.

Please advise if you wish me to proceed to ITQ

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

From: Trapler, Len J MTIC:EX
Sent: Thursday, January 29, 2015 2:14 PM
To: Mohrmann, Ralph JAG:EX; Smith, Todd J JAG:EX
Subject: RE: Updated Sat Phone Draft

Hello Ralph, your suggestions all make sense to me (bearing in mind I'm not an expert on Sat Phones) I've updated the Draft ITQ accordingly. I'll be out of the office tomorrow but back on Monday should you wish to proceed.

Cheers,

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

From: Mohrmann, Ralph JAG:EX
Sent: Thursday, January 29, 2015 1:26 PM
To: Trapler, Len J MTIC:EX; Smith, Todd J JAG:EX
Subject: RE: Updated Sat Phone Draft

Hi Len,

We've had another look at the draft ITQ and have a few more suggested additions

- 1) Reword 'Compact and lightweight' to 'Handset to weigh no more than 250 g'

Additional requirements

- 3) Initial user device orientation: up to 5 training sessions in the Victoria area with a maximum of 20 participants over the period. Remote webinar based training for areas outside Victoria would be considered.
- 4) End user support model: Minimally this includes:
 - A contact phone #
 - A contact email address
 - An initial response time of less than 2 hours

Thoughts?? If you are in agreement with these changes we should be good to post upon one final review of the ITQ. Thank you again for your support with this process. Ralph

Ralph Mohrmann BSc

**Senior Regional Manager/Asst. Director Operations, Emergency Coordination
Emergency Management British Columbia**
Block A - Suite 200 2261 Keating X Roads
Saanichton, BC CANADA V8M 2A5
www.embc.gov.bc.ca

Ph: 250.952.4895 Fax: 250.952.4888
24 hour Emergency Reporting: 1.800.663.3456

From: Trapler, Len J MTIC:EX
Sent: Wednesday, January 28, 2015 15:26
To: Mohrmann, Ralph JAG:EX; Smith, Todd J JAG:EX
Subject: Updated Sat Phone Draft

Greetings Gents,

The attached has been updated as per our telcon today. Let me know if any changes are required.

Cheers,

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC



Where ideas work

Purchase Requisition

JAN 21 2014

2014-2015

Control No.

R021891

Date 2015/01/20	Resource Person Mohrmann, Ralph	Phone (250) 952-4895	Purchase Order No.	
Client Organization and Originating Office Public Safety and Solicitor General / PEP			Deliver To: 2261 Keating X-Road Saanichton, BC V8W 9J1	
Requisitioned in accordance with requisitioning authority delegated by the deputy minister under section 6 of the Purchasing Commission Act and certified that an appropriation and sufficient funds are available.				
Signature (See Audit Trail)			Invoice To: P.O. Box 9201 Stn Prov Govt Victoria, BC V8W 9J1	
Charge to Client Organization Justice				
Client Code 105	Responsibility 15762	Service Line 12200	STOB 6316	Date Required 2015/02/05
PURCHASING COMMISSION USE ONLY				
ITEM DETAILS & QUANTITIES			QUOTED UNIT PRICE	AMOUNT
Hello Len, As per previous emails regarding ITQ for Satallite Phones minimum 30 units up to 100 units to be purchased. Unit details as per emails. Thanks for your assistance. Ralph				
PURCHASING COMMISSION: DO NOT EXCEED \$65000.00 AUTHORIZED EXPENDITURE (Taxes & Freight Inc.)				
FOR PURCHASING COMMISSION USE ONLY				
			Purchasing Agent Initials >>	

Audit Trail for Purchase Requisition R021891 for Mohrmann, Ralph

7 audit trail record(s) returned.

Date/Time	Who	On Behalf Of	Action	Next To Act
2015/01/20 15:49:17	Mohrmann, Ralph (IDIR\MOHRMAN) ralph.mohrmann@gov.bc.ca		Initiated	Trapler, Len Len.Trapler@gov.bc.ca
2015/01/20 15:54:58	Trapler, Len (IDIR\LTRAPLER) Len.Trapler@gov.bc.ca		Approved	HORNETT, KERRI PCREQ@gov.bc.ca
2015/01/21 07:29:01	Hornett, Kerri (IDIR\KHORNETT) Kerri.Hornett@gov.bc.ca	HORNETT, KERRI PCREQ@gov.bc.ca	Not Approved	Mohrmann, Ralph ralph.mohrmann@gov.bc.ca
2015/01/21 07:43:57	Mohrmann, Ralph (IDIR\MOHRMAN) ralph.mohrmann@gov.bc.ca		Initiated	Duffy, Chris D. Chris.Duffy@gov.bc.ca
2015/01/21 11:05:20	Duffy, Chris D. (IDIR\CDUFFY) Chris.Duffy@gov.bc.ca		Approved	Trapler, Len Len.Trapler@gov.bc.ca
2015/01/21 11:07:33	Trapler, Len (IDIR\LTRAPLER) Len.Trapler@gov.bc.ca		Approved	HORNETT, KERRI PCREQ@gov.bc.ca
2015/01/21 11:15:21	Hornett, Kerri (IDIR\KHORNETT) Kerri.Hornett@gov.bc.ca	HORNETT, KERRI PCREQ@gov.bc.ca	Processed	

Production *** Copyright © Government of British Columbia

Attachments for Purchase Requisition R021891 for Mohrmann, Ralph

0 attachment(s) returned.

File Name	Description	Size	Uploaded By	On Behalf Of	Uploaded	Status

Production *** Copyright © Government of British Columbia

Trapler, Len J MTIC:EX

From: Mohrmann, Ralph JAG:EX
Sent: Friday, January 16, 2015 2:36 PM
To: Trapler, Len J MTIC:EX; Rogers, Gord MTIC:EX
Cc: Smith, Todd J JAG:EX
Subject: RE: ITQ - SAT Phones - Draft for review

Hi Len and Gord,

Thanks you for your assistance with my draft requirements. I have made a few further refinements and used some of your suggestions (see below).

I will begin the Purchasing Requisition process from my end and am hopeful that we can complete this at the same time as the ITQ, early next week, to get this posted.

Please review the details below and let me know if you have any further questions/suggestions. Please let me review the ITQ final draft before posting.

Thanks again, Ralph

Ralph Mohrmann BSc

**Senior Regional Manager/Asst. Director Operations, Emergency Coordination
Emergency Management British Columbia**

Block A - Suite 200 2261 Keating X Roads
Saanichton, BC CANADA V8M 2A5
www.embc.gov.bc.ca

Ph: 250.952.4895 Fax: 250.952.4888
24 hour Emergency Reporting: 1.800.663.3456

From: Trapler, Len J MTIC:EX
Sent: Tuesday, January 13, 2015 11:22
To: Mohrmann, Ralph JAG:EX; Rogers, Gord MTIC:EX
Cc: Smith, Todd J JAG:EX
Subject: RE: ITQ - SAT Phones - Draft for review

H Ralph,

Comments in yellow below,

As discussed, once ready you need to forward a Requisition to Procurement Services Branch

Cheers,

Len Trapler | Purchasing Agent | Procurement Services | Shared Services BC
p: 250-387-7321 | **e:** len.trapler@gov.bc.ca | **m:** PO Box 9476, Stn Prov Gov, Victoria BC V8W 9W6



**PROCUREMENT
SERVICES**
A BRANCH OF SHARED SERVICES BC

From: Mohrmann, Ralph JAG:EX
Sent: Tuesday, January 13, 2015 10:49 AM
To: Rogers, Gord MTIC:EX; Trapler, Len J MTIC:EX
Cc: Smith, Todd J JAG:EX
Subject: FW: ITQ - SAT Phones - Draft for review

Hello Gord and Len,

As a follow up to our discussion last week I have drafted a few criteria for the ITQ to solicit SatPhones. Can you please review these and provide me with any feedback and expertise you can(I am sure there will be plenty....)

I am hopeful to get this posted as soon as reasonable. Thank you for your support. Ralph

Item:

- Handheld Satellite phone (compact and light weight with digital voice clarity)
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)

Pricing:

- All applicable contract options terms and obligations – to be used in the ITQ evaluation
 - o All operating costs including: activation, monthly, and per-minute for a applicable year term (plan details)
 - o Contract cancellation terms and associated fees
- Available accessories and pricing

Other:

- Initial user device orientation. Assume to be included with the bid price? **YES** Is this training in a classroom setting? **Not necessarily, with a user guide many users will be ok to use while others may want to have a training session. Maybe we request up to 5 training sessions with 20 participants (overs off training for up to the 100 users)? For how many people?** Duration of orientation etc. (Need to specify what you need)
- End user support system Assume included with bid price? **YES** **Phone support**, online support, other? Need to specify what kind of support you need
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- User manual **hard copy**, CD, other format?

Requirements:

- Minimum 30 units procured: up to 100 may be required

Ralph

Ralph Mohrmann BSc

**Senior Regional Manager/Asst. Director Operations, Emergency Coordination
Emergency Management British Columbia**

Block A - Suite 200 2261 Keating X Roads
Saanichton, BC CANADA V8M 2A5
www.embc.gov.bc.ca

Ph: 250.952.4895 Fax: 250.952.4888

Solicitation Receipt Form

NTE \$1 654

MATER FILE	SOLICITATION	ITB -00 4359
	DUE DATE	FEB 11
	AGENT	LEN

PROPOSITOR/RESPONDENT

Phase 1/2/3/4/5/6/7/8/9/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30

1	CHARMA COMMUNICATIONS INC	#420	VI
2	CLEAN AND COASTAL ENVIRONMENTAL	s.21	VI
3	RALPH'S RADIO LTD * LATE *		VI
4	INTEGRATED SOLUTIONS CANADA		
5	LATITUDE TECHNOLOGIES		
6	VICTORIA MOBILE RADIO LTD		
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Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 1 of 4

Issued: 2015/02/05

Solicitation Number

ITQ-004389-1

Original Publish Date

2015/02/03

Amendment Published

2015/02/05

Close Date & Time

2015/02/11 14:00

Time Zone

Pacific Time

All dates are yyyy/mm/dd

Legal Company Name LATITUDE TECHNOLOGIES

CORPORATION

DBA(if applicable) _____

Address 101-3375 WHITTAKER AVENUE

City VICTORIA Prov BC Postal V8Z 3R1

Supplier # (if known) 19837961

Phone 250 475-0203 Fax 250 475-0204

Print/Submit completed form. Must be received before closing date/time at
Procurement Services Branch
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W6

Location 3rd floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

***** ADDENDUM #1 (F

THE FOLLOWING QUESTIONS AND ANSWERS FORM PAR

QUESTION 1) What kind of airtime plan is re
monthly and annual options and their terms, costs and associated fees?

ANSWER: Yes, please provide monthly and annual options with all terms, costs and
associated fees.

QUESTION 2) Re: Carrying Case: Do you require a hardened case with a customized protective
foam insert (Pelican brand or equivalent)?

ANSWER: A hard (Pelican type) case is not required. A user belt attachment or soft case
is preferred.

Notified by Fax

Bids or proposals submitted by e-mail cannot be accepted in
Bids submitted by e-mail will not be considered.

Jim Bowden

Sales Representative

jim.bowden@latitudetech.com
www.latitudetech.com

Latitude Technologies Corporation

Office: 250.475.0203 • Cell: 250.882.0278

Toll Free: 1.888.966.5599 • Fax: 250.475.0204

tion regarding this ITQ/Bid Opportunity will only be
//www.bcbid.ca. Bidder(s) are advised to check the

Continued...

2015/02/05 9:01 AM

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 2 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389

website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	30	Each	Handheld Satellite phone	30	s.21	

SPECIFICATIONS:

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

1) State all applicable operating costs including: (Note: costs will be included in price evaluation)

- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
- Cancellation terms and associated fees

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

WARRANTY: Provide Details of Warranty offered:

DELIVERY:

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 3 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: 15

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

Price must include any applicable environmental fees/levies

Must be supplied by an authorized reseller/distributor

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Ship To:

Ministry of Justice
2261 Keating X-Road
Saanichton, BC V8W 9J1

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER		s.21
The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties.	GROSS TOTAL	
Pricing will be firm for 90 days unless otherwise specified by the supplier.	DEDUCT DISCOUNTS	
	SUB TOTAL	
	ADD GST/HST	
	ADD PST	
	NET TOTAL	

Authorized Official (please print) JAMES BOWDEN
Signature [Signature] Date FEB 11/2015

Invitation to Quote Terms and Conditions

1. Quotations will be marked with their receipt time at the closing location. Only complete quotations received and marked before closing time will be considered to have been received on time. Hard copies of late quotations will not be accepted or considered. Electronic quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the quotation receipt time as recorded at the closing location shall prevail whether accurate or not.
2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.
3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.
5. The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
6. Lowest or any quotation will not necessarily be accepted.
7. Potential suppliers must refer to the ITQ number in all correspondence.
8. Potential suppliers must comply with all applicable laws.
9. The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.
10. Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.
11. All inquiries related to this ITQ are to be directed to the Province, at the Purchasing Services as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Do not contact the Ministry/Agency involved. Inquiries and responses may be distributed to all potential suppliers at the Province's option.
12. All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. The Province will routinely release the name of the successful supplier, and total Purchase Order value. For further information about Freedom of Information please contact (250) 387-7300.
13. The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.
14. The working language of the British Columbia Government is English and all quotations must be submitted in English.

Purchase Order Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
2. The Contractor must promptly notify the Province, at the Purchasing Services as noted on the ITQ if the order cannot be filled.
3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
6. The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
8. The Agreement is governed by the laws of the Province of British Columbia.
9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
11. Time will be of the essence in this Agreement.
12. The Contractor must comply with all applicable laws in providing the goods/services specified.
13. Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:
All disputes rising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.
The place of arbitration will be Vancouver, British Columbia, Canada.

Quote: ITQ-004389-1

LATITUDE

Latitude Technologies Corporation
101-3375 Whittier Ave, Victoria, BC, V8Z 3R1, Canada
Phone: 250-475-0203, Fax: 250-475-0204

Quote #1250 - February 11, 2015 9:48:25 AM
Expiration Date: March 11, 2015

To: **Len Trapler - Ministry of Justice BC**
Procurement Management Branch
Victoria, BC V8W 9W6
(250) 387-7300

Part Number	Description	Unit Price	Quantity	Adjustment	Comments	Price
		s.21				s.21
020-0125	Iridium 9555 Satphone kit		30	\$0.00		
260-0108	Iridium Post-paid SIM card		30	\$0.00		

Total

Terms and Conditions:

Payment Terms: Net 30 Days

Installation: n/a

Recurring Costs: Included - See Notes

Taxes: Plus any applicable taxes.

Currency: USD

Shipping Costs: Included

Ships From: FOB Latitude, Victoria, BC, Canada

Expected Delivery: 30 days from receipt of PO

Notes:

Iridium 9555 Sat Phone Kit Includes

AC Travel Charger

Int'l Plug Kit

Re-Chargeable Li-ion Battery

Antenna Adapter

Antenna, Portable Auxiliary

Auto Accessory Adapter

Leather Holster

Head Set

USB Mini , USB Cable

Rates as per included document : Latitude Services Rate Sheet

s.21

The shipping cost provided herein is an estimate only. Actual shipping cost for delivery of the quoted goods, including customs duties and brokerage fees if applicable, will be added to the shipment invoice.

IRIDIUM and WEB SENTINEL SERVICE RATE SHEET

Rates Effective January 1, 2015

All prices are in USD unless otherwise noted

Additional terms and conditions apply.

Iridium Voice Service

Calls To:	Price Per Minute USD (unless otherwise noted)
Mobile-Fixed (minimum 1 minute, incremental thereafter)	s.21
Mobile-Mobile (minimum 1 minute, incremental thereafter)	
Iridium to other satellite systems	
Two-Stage dialing (per minute)	
Monthly Fee (USD – variable rate)	
Activation/Reactivation Fee (One Time)	
Suspension Fee (One time)	

Iridium Short Burst Data Service (SBD)

(used for tracking and messaging)

	Price USD (unless otherwise noted)
30 byte SBD message (Typical flight following report)	s.21
Additional bytes	
Check Mailbox or remote configuration Mobile Terminated commands	
Monthly Fee	
Activation Fee (One Time) (not charged if voice also activated)	

Web Sentinel Subscription Service

(choose one)

	Price USD
Full Web Sentinel Mapping, Messaging, Flight Watch & Management Service (includes AFF forwarding, MyLatitude)	s.21
or	
AFF data forwarding alone. (no mapping or user accessible reports).	

**all US prices will be variable depending on the current exchange rate at the time of billing

Page 055 to/à Page 057

Withheld pursuant to/removed as

Copyright

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 1 of 4
Issued: 2015/02/05

Solicitation Number
ITQ-004389-1
Original Publish Date
2015/02/03
Amendment Published
2015/02/05
Close Date & Time
2015/02/11 14:00
Time Zone
Pacific Time
All dates are yyyy/mm/dd

Legal Company Name Ocean and Coastal Environmental
sensing Inc.
DBA(if applicable) OCENS
Address 22608 Marine View Dr. S., Suite 300
City Des Moines Prov WA Postal 98198
Supplier # (if known) 2575710001
Phone 206-878-8270 Fax 206-878-8314

Print/Submit completed form. Must be
received before closing date/time at
Procurement Services Branch
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W6

Location 3rd floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

***** ADDENDUM #1 (February 5, 2015) *****

THE FOLLOWING QUESTIONS AND ANSWERS FORM PART OF THIS ITQ:

QUESTION 1) What kind of airtime plan is required: Annual? Monthly? Or do we list all monthly and annual options and their terms, costs and associated fees?

ANSWER: Yes, please provide monthly and annual options with all terms, costs and associated fees.

QUESTION 2) Re: Carrying Case: Do you require a hardened case with a customized protective foam insert (Pelican brand or equivalent)?

ANSWER: A hard (Pelican type) case is not required. A user belt attachment or soft case is preferred.

Bids may be submitted by fax. Bids or proposals submitted by e-mail cannot be accepted in response to this Invitation to Quote. Bids submitted by e-mail will not be considered.

Note: Any changes or updated information regarding this ITQ/Bid Opportunity will only be posted on the BC Bid website at <http://www.bcbid.ca>. Bidder(s) are advised to check the

Continued...

Invitation to Quote
 Ministry of Justice
30 Satellite Phones (Victoria, BC)
 This is NOT an Order

Page 2 of 4
 Issued: 2015/02/05

Solicitation Number
ITQ-004389

website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	30	Each	Handheld Satellite phone	30	s.21	

SPECIFICATIONS:

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

- 1) State all applicable operating costs including: (Note: costs will be included in price evaluation) *Please see the attached service agreement for airtime options and activation fees.*
 - Activation, monthly, and per-minute for a 2 year term (provide all plan details)
 - Cancellation terms and associated fees

2) Initial user device orientation:

Up to 3 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone # *206-878-8270*
- Contact email address *support@ocens.com*
- Initial response time of less than 2 hours *yes*

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation) *please visit the web site for a complete list of available accessories: www.ocens.com*

WARRANTY: Provide Details of Warranty offered: *1 year*

DELIVERY: *7-10 days*

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 3 of 4
Issued: 2015/02/05

Solicitation Number
ITQ-004389

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: 7-10 days

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

Price must include any applicable environmental fees/levies

Must be supplied by an authorized reseller/distributor

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Ship To:
Ministry of Justice
2261 Keating X-Road
Saanichton, BC V8W 9J1

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER

s.21

The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties. Pricing will be firm for 90 days unless otherwise specified by the supplier.

GROSS TOTAL

DEDUCT DISCOUNTS

SUB TOTAL

ADD GST/HST

ADD PST

NET TOTAL

Authorized Official (please print)

Matt Hague

Signature

Matt Hague

Date

2/10/15

Invitation to Quote Terms and Conditions

1. Quotations will be marked with their receipt time at the closing location. Only complete quotations received and marked before closing time will be considered to have been received on time. Hard copies of late quotations will not be accepted or considered. Electronic quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the quotation receipt time as recorded at the closing location shall prevail whether accurate or not.
2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.
3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.
5. The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
6. Lowest or any quotation will not necessarily be accepted.
7. Potential suppliers must refer to the ITQ number in all correspondence.
8. Potential suppliers must comply with all applicable laws.
9. The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.
10. Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.
11. All inquiries related to this ITQ are to be directed to the Province, at the Purchasing Services as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Do not contact the Ministry/Agency involved. Inquiries and responses may be distributed to all potential suppliers at the Province's option.
12. All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. The Province will routinely release the name of the successful supplier, and total Purchase Order value. For further information about Freedom of Information please contact (250) 387-7300.
13. The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.
14. The working language of the British Columbia Government is English and all quotations must be submitted in English.

Purchase Order Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
2. The Contractor must promptly notify the Province, at the Purchasing Services as noted on the ITQ if the order cannot be filled.
3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
6. The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
8. The Agreement is governed by the laws of the Province of British Columbia.
9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
11. Time will be of the essence in this Agreement.
12. The Contractor must comply with all applicable laws in providing the goods/services specified.
13. Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:

All disputes rising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.

The place of arbitration will be Vancouver, British Columbia, Canada.



Facsimile

To: Len Trapler
Title:
Company: BC Ministry of Justice
Fax Number: +1 250 387 7309

Date: February 11, 2015

Re: ITQ-004389-1

From: Kevin Harman
Title: Business Development Manager
Phone Number: +1 613 230 6910
Fax Number: +1 613 230 4212
Email: kevin.harman@inmarsat.com
Ref. Number:
No. of Pages 22
(including cover)

Please accept this response to the Ministry of Justice Invitation to Quote # ITQ-004389-1.

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 1 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389-1
Original Publish Date
2015/02/03
Amendment Published
2015/02/05
Close Date & Time
2015/02/11 14:00
Time Zone
Pacific Time
All dates are yyyy/mm/dd

Legal Company Name Inmarsat Solutions Canada
Inc.

DBA(if applicable) _____

Address 2650 Queensview Dr., Suite 210

City Ottawa Prov Ontario Postal K2B 8H6

Supplier # (if known) _____

Phone (613) 230-4025 Fax (613) 230-4212

Print/Submit completed form. Must be
received before closing date/time at
Procurement Services Branch
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W8

Location 3rd floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

***** ADDENDUM #1 (February 5, 2015) *****

THE FOLLOWING QUESTIONS AND ANSWERS FORM PART OF THIS ITQ:

QUESTION 1) What kind of airtime plan is required: Annual? Monthly? Or do we list all monthly and annual options and their terms, costs and associated fees?

ANSWER: Yes, please provide monthly and annual options with all terms, costs and associated fees.

QUESTION 2) Re: Carrying Case: Do you require a hardened case with a customized protective foam insert (Pelican brand or equivalent)?

ANSWER: A hard (Pelican type) case is not required. A user belt attachment or soft case is preferred.

Bids may be submitted by fax. Bids or proposals submitted by e-mail cannot be accepted in response to this Invitation to Quote. Bids submitted by e-mail will not be considered.

Note: Any changes or updated information regarding this ITQ/Bid Opportunity will only be posted on the BC Bid website at <http://www.bcbid.ca>. Bidder(s) are advised to check the

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 2 of 4
Issued: 2015/02/05

Solicitation Number
ITQ-004389

website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	30	Each	Handheld Satellite phone			①

SPECIFICATIONS:

① For pricing information please see attached proposal.

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

1) State all applicable operating costs including: (Note: costs will be included in price evaluation)

- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
- Cancellation terms and associated fees

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

WARRANTY: Provide Details of Warranty offered:

DELIVERY:

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 3 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: _____

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

Price must include any applicable environmental fees/levies

Must be supplied by an authorized reseller/distributor

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Ship To:

Ministry of Justice
2261 Keating X-Road
Saanichton, BC V8W 9J1

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER

The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties. Pricing will be firm for 90 days unless otherwise specified by the supplier.

GROSS TOTAL

①

DEDUCT DISCOUNTS

SUB TOTAL

ADD GST/HST

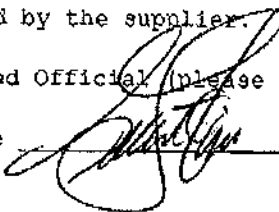
ADD PST

NET TOTAL

Authorized Official (please print)

Gill Fortin

Signature



Date

Feb. 11/2015

① For pricing information please see attached proposal.

Invitation to Quote Terms and Conditions

1. Quotations will be marked with their receipt time at the closing location. Only complete quotations received and marked before closing time will be considered to have been received on time. Hard copies of late quotations will not be accepted or considered. Electronic quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the quotation receipt time as recorded at the closing location shall prevail whether accurate or not.
2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.
3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.
5. The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
6. Lowest or any quotation will not necessarily be accepted.
7. Potential suppliers must refer to the ITQ number in all correspondence.
8. Potential suppliers must comply with all applicable laws.
9. The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.
10. Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.
11. All inquiries related to this ITQ are to be directed to the Province, at the Purchasing Services as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Do not contact the Ministry/Agency involved. Inquiries and responses may be distributed to all potential suppliers at the Province's option.
12. All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. The Province will routinely release the name of the successful supplier, and total Purchase Order value. For further information about Freedom of Information please contact (250) 387-7300.
13. The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.
14. The working language of the British Columbia Government is English and all quotations must be submitted in English.

Purchase Order Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
2. The Contractor must promptly notify the Province, at the Purchasing Services as noted on the ITQ if the order cannot be filled.
3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other Intellectual property rights.
6. The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
8. The Agreement is governed by the laws of the Province of British Columbia.
9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSC 1998 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
11. Time will be of the essence in this Agreement.
12. The Contractor must comply with all applicable laws in providing the goods/services specified.
13. Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:
All disputes arising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.
The place of arbitration will be Vancouver, British Columbia, Canada.



BC Ministry of Justice Satellite Phone ITQ

Proposal Overview

Solicitation No.

ITQ-004389-1



Inmarsat Response to ITQ-004389-1

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Inmarsat Response to ITQ-004380-1

Details of Tenderer

Bidder Name and Address

Inmarsat Solutions
2650 Queensview Drive, Suite 210
Ottawa, ON
Canada K2B 8H6

Bidder's Contact Name

Gill Fortin
Director Global Government, Canada
(p) +1-613-230-4025
(c) +1-613-294-3313

Proposal Date

Feb 11, 2015



Inmarsat Response to ITQ-004389-1

1 Corporate Background

1.1 Inmarsat plc

Since being launched by the IMO in 1979, Inmarsat continues to be the pioneer in mobile satellite communications with a proud history in safety services. Today, the governments of over 80 nations put their trust in our 99.9% network reliability and the Government of Canada has been a core partner for over 25 years. However, the provision of satellite communications is not about resting on the laurels of history – it is about ensuring that innovation is constantly taking place so as to guarantee the capability of the future.

The BC Department of Justice can rest secure in the knowledge that future SATCOM capability is assured as Inmarsat plc (LSE: ISAT.L) is a financially sound, publicly listed company on the London Stock Exchange.

Inmarsat was set up in 1979 to enable ships to stay in constant touch with shore, no matter how far out to sea. Today our customers are found in many different sectors – but they are typically businesses and organizations that need to communicate where terrestrial telecom networks are unreliable or simply cannot reach. As well as merchant shipping, our customers include governments, airlines, the broadcast media, the oil and gas industry, mining, construction, and humanitarian aid agencies – to name just a few. They connect to our fleet of 10 satellites using a range of equipment, including handheld satellite phones and notebook-size broadband Internet devices, as well as specialist terminals and antennas fitted to ships, aircraft and road vehicles.

Inmarsat offers the largest commercial portfolio of global mobile satellite communications solutions and value-added services on the market.

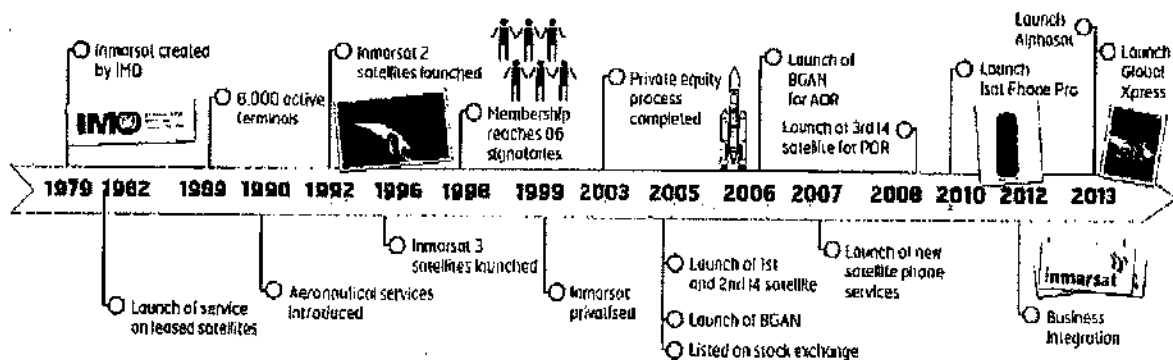


Figure 1: Inmarsat Corporate Timeline

Our business has grown strongly since 1999 when we became the first intergovernmental organization to transform into a private company. In 2005, we floated on the London Stock Exchange.



Inmarsat Response to ITQ-004389-1

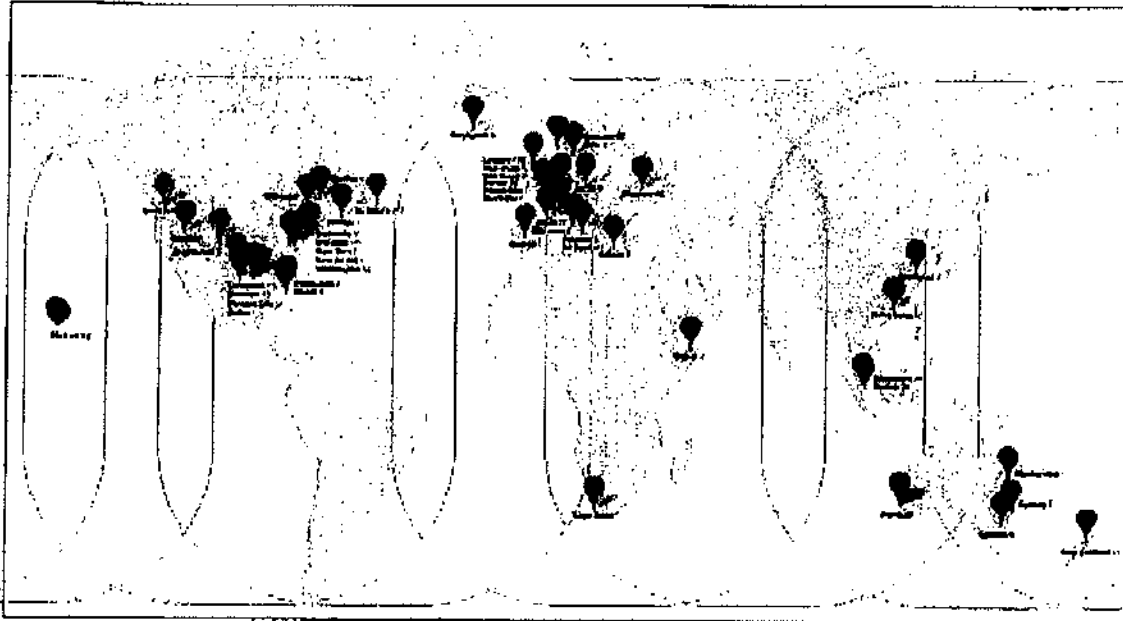


Figure 2: Inmarsat's Global Presence

With a presence in more than 60 locations across every continent, our world-class products, services and solutions and 24/7/365 customer support facilities are available directly from Inmarsat to DND. Our global workforce is now more than 1,400 strong, with over 45 nationalities employed across the business. This global presence gives us local knowledge and experience throughout the world to serve our partners and customers. We are extremely proud of our workforce and their extraordinary contribution to help DND meet its operational requirements.

From the VSAT Ku band and C band platforms as well as legacy services such as Mini M, B Leases, I4 services such as BGAN, FleetBroadband and SwiftBroadband, Assured Access, LTAC and now GX services, Inmarsat has always had a strong and long standing commitment to our government customers.

1.2 Inmarsat Global Government Business Unit

Inmarsat established the Global Government Business Unit to cater to the specific requirements of the government sector. Recognizing that the governments of different nations have specific requirements in regards to language, cultural sensitivities, security clearances and processes, Inmarsat Global Government has specific offices in the different regions of the world to provide a local point of presence to assist both our global distribution partners and their end users. These clients benefit from both Inmarsat's global reach combined with a local presence.

In certain territories – one of the largest of which is Canada – the government and defence sectors have existing and well-established direct relationships with Inmarsat for the provision of satellite technology and services. These contracts are dependent on Inmarsat providing a far more complex and bespoke



Inmarsat Response to ITQ-004389-1

support structure direct to the government sector and thus Inmarsat created the Direct division of the Global Government Business Unit, known as Global Government Solutions, to oversee these relationships.

1.3 Inmarsat's Canadian Presence

Ottawa

Inmarsat's office in Ottawa is the headquarters of our Canadian Government Services team. Focusing on SATCOM services for the Canadian government, our facilities and staff are conveniently located to quickly respond to our customers. Our facilities in Ottawa include a well-equipped meeting space to meet with customers and provide demonstrations of new equipment.

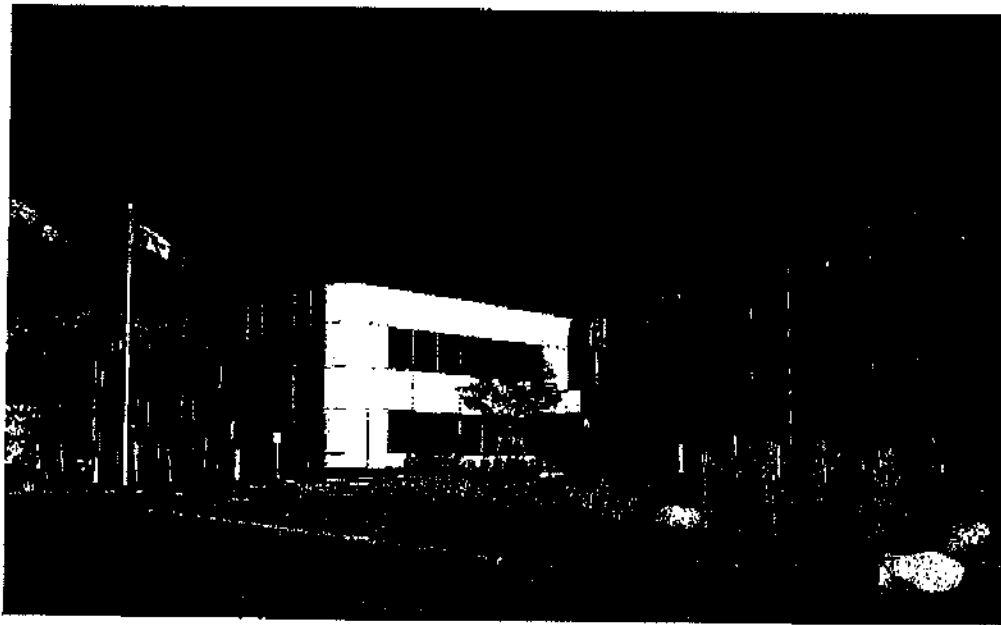


Figure 3 Inmarsat Ottawa



Inmarsat Response to ITQ-004389-1

St. John's

Inmarsat's facilities in St. John's employs over 350 highly skilled people involved in various roles supporting the global Inmarsat organization. These roles include engineering, customer support, and financial services and their primary purpose is to act as the interface for all customer-related enquiries and management support.



Figure 4 Inmarsat St. John's

Past Experience

Inmarsat Global Government has had many years of experience managing government contracts with Canada either through Shared Services Canada—SSC or directly with various Canadian Government departments. Some of these departments include:

- DFO - Fisheries and Oceans Canada
- CCG -Canadian Coast Guard
- RCMP – Royal Canadian mounted Police
- CBSA – Canada Border Security Agency
- IC – Industry Canada
- DND – Department Of National Defence
- CSIS – Canadian Security Intelligence Service
- CSA – Canadian Space agency
- Environment Canada
- Parks Canada
- PSC – Public Safety Canada
- Shared Services Canada



Inmarsat Response to ITQ-004389-1

Mobile Satellite Service Expertise

The SATCOM requirements of governments are of a very mobile nature and therefore it is important to have an industry partner who understands this realm perfectly. With our focus on mobile satellite communications, Inmarsat is the ideal company to turn to.

Inmarsat has over 30 years of experience in designing, implementing and operating global mobile satellite communications networks and has a track record of high-quality services and reliability. We have pioneered innovations in satellite communication services to make higher data speeds available to smaller and lighter mobile terminals. In addition, over the three years ended 31 December 2012, our average satellite communications network availability exceeded 99.9%. This reliability was further strengthened in 2013 following the successful launch of our new Alphasat satellite that provides in-orbit redundancy for the Inmarsat-4 network. This dependability is particularly attractive to government and military-level users around the world, whose operations typically require mission critical communications support. Prominent Governments currently relying on Inmarsat for their leading edge SATCOM requirements include: Canada, USA, Australia, UK, New Zealand, The Netherlands, Germany, France to name but a few.

London, England

Inmarsat's secure, purpose built 8-storey headquarters is in the heart of London city.

Inmarsat's primary Network Operations Centre (NOC) and Satellite Operations Centres (SOC) for all of its Inmarsat 3, 4 and 5 fleets of satellites are also based at the London offices. These centres control the satellites on a 24/7 basis, including two third party satellites on behalf of another satellite owner.

The NOC and SOC are involved in:

- Managing anomalies, when they arise, to minimise network disruption caused by either satellite events or exoatmospheric events
- Configuration of the Inmarsat network in real time to ensure it is optimised for the current user population and geographical distribution
- Providing the first port of call for the customer service team when there are customer related





Inmarsat Response to ITQ-004369-1

1.4 Innovating for the Future

We are investing billions of dollars in the next generation of satellites to ensure we are always at the forefront of mobile satellite technology. With a suite of multi-award winning innovations and a fully funded commitment to future Research & Development, one of our core objectives is to anticipate and respond to the future SATCOM requirements of the government sector.

Our 3 state of the art satellite fleets provide seamless global coverage - facilitating cooperation between the governments of the world and true interoperability across air, land and sea platforms. Offering a fully integrated service across 10 operating satellites, 25 anchor stations, multiple satellite frequency bands and over 30gbps of network capacity, Inmarsat offers our government customers an instant, secure communications link anywhere in the world.



Inmarsat Response to ITQ-004389-1

2 Solution Overview

2.1 Isatphone 2

Inmarsat launched our first generation of satellite phones, the Isatphone Pro, in 2010. Using the L-Band network of our I4 generation of satellites, these phones quickly established a reputation for reliable, quality service. When connected, our phones are connected to our geostationary satellites and so there is no need for satellite hand over during a call. The result is the elimination of dropped calls with much clearer voice quality.

In 2014, Inmarsat introduced the next generation of phones, the Isatphone 2. While using the same reliable satellite network, this new phone improved on the original Isatphone Pro in many ways.



- **Ready:** fast network registration in under 45 seconds and unrivalled battery life, with 8 hours of talk time and up to 160 hours of standby time.
- **Reliable:** operates over global geostationary satellites ensuring reliable call stability and network connection.
- **Robust:** designed and engineered to withstand the most extreme conditions; operates at -20°C to +55°C (larger keypad for easy dialling when wearing gloves); dust, splash and shock resistant (IP65, IK04); humidity tolerance from 0 to 95%.
- **Reassuring:** location services, including tracking and assistance button, keep people updated of your GPS coordinates when it matters. Receive notification of inbound calls even with antenna stowed.
- **Readable:** easy-to-use interface with large high-visibility, scratch-resistant transfective display that is readable even in bright sunlight.
- **Convenient:** Incorporates Bluetooth for handsfree use, text and email messaging, easy to read display using transfective Gorilla glass.



Inmarsat Response to ITQ-004369-1

2.1.1 Isatphone 2 Technical Specifications

Physical	
Dimensions	Length: 169mm (6.7") Width: 52mm (2") without antenna 75mm (3") with antenna Depth: 29mm (1.1") in hand 36mm (1.4") at deepest point
Weight	318g (11.2oz) – including battery
Display	High contrast colour screen
Interfaces	Micro USB Audio socket Antenna port Bluetooth 2.0
Durability	IP65 IK04
Operating Range	-20°C to +55°C
Storage Range	-20°C to +70°C (with battery)
Charging Range	0°C to +45°C
Battery	
Type	Lithium-Ion, 3.7 volts
Talk Time	Up to 8 hours
Standby Time	Up to 160 hours
Services	
Satellite Telephony	2.4 kbps voice codec
Voicemail	Speed dial 1



Inmarsat Response to ITQ-004389-1

Supplementary Services	Call history Caller ID Call waiting Call divert Call holding Conferencing Call barring Speed dialing Fixed number dialing
Text-to-text	160 Latin / ~74 non-Latin characters Up to 10 concatenations Standard and predictive text
Text-to-email	160 Latin / ~74 non-Latin characters Up to 10 concatenations Incoming email – 160 Latin characters / ~74 non-Latin characters
Web message-to-Isatphone 2	Free from message.inmarsat.com
GPS location data	View position Send as text/email
Features	
Features	Tracking Assistance button eCompass for enhanced pointing Alarm Minute minder Microphone muting Incoming call alerts with antenna stowed Speakerphone Bluetooth
Contact synchronization	With MS Outlook 2007 (PC) O/S compatibility: Windows XP Pro SP3, Windows Vista SPI, Windows 7 and Windows 8
Languages supported	Arabic, Chinese, English, French, Japanese, Portuguese, Russian, Spanish



Inmarsat Response to ITQ-004389-1

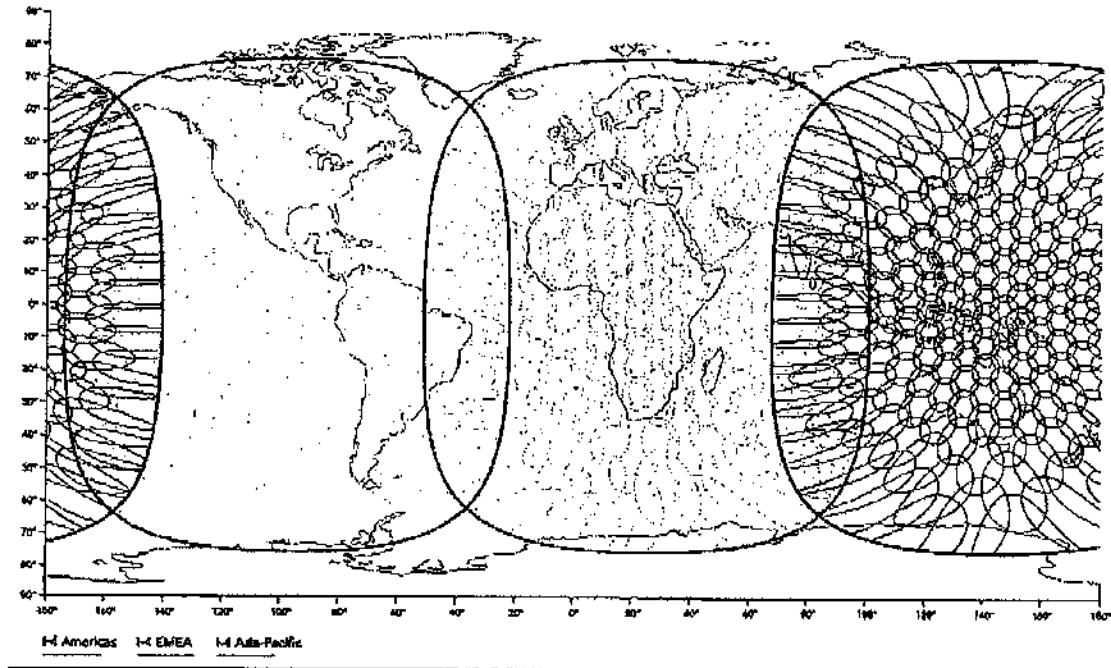
Accessories	
In the box	Battery chargers: -Mains universal AC charger (4 adaptors) -Car charger – 10 to 30 volts Micro USB cable Wired handsfree headset Wrist strap Quick start guide (8 languages) Warranty documentation Support USB memory drive Holster
Also available	Car docking station



Inmarsat Response to ITQ-004389-1

2.1.2 Isatphone 2 Coverage

The Isatphone 2 has global coverage using Inmarsat's I4 satellites. Coverage is shown in the map below. As can be seen, the entire area of BC is within the coverage area of our I4-Americas satellite.



Inmarsat's I4 satellite constellation has an expected lifetime into the 2010's and planning is already underway on the next generation of satellites to continue this service well into the future. This is the same constellation of satellites that provides ships with safety as sea links and mission critical communications for militaries and governments around the world which explains our need to maintain 99.9% network availability at all times.



Inmarsat Response to ITQ-004389-1

2.1.3 Satellite Phone Comparison

Below is included a comparison chart of the leading satellite phones currently on the market. This highlights the leading features of the Isatphone 2 including its 8 hr talk/160 hr standby battery life and its ability to receive call alerts with the antenna stowed.



IsatPhone² comparison

	IsatPhone 2	IsatPhone Pro	Iridium Extreme™	Iridium 9555	Thuraya XT
Size	169 x 75 x 29mm*	110 x 54 x 28mm*	140 x 80 x 27mm	183 x 55 x 30mm	128 x 53 x 26.5mm
Weight	316g	270g	227g	266g	83g
Battery life	8hr talk / 160hrs standby	8hr talk / 160hrs standby	4hr talk / 30hrs standby	3hrs talk / 20hrs standby	6hr talk / 60hrs standby
Antenna design	Fold-out directional	Fold-out directional	Retractable omni-directional	Retractable omni-directional	Retractable omni-directional
Durability	MIL-STD 883C	N/A	MIL-STD 883C	N/A	MIL-STD 883C
Ingress protection	IP65	IP64	IP65	N/A	IP54
Network	2 Geostationary satellites	3 Geostationary satellites	66 Low Earth Orbit satellites	66 Low Earth Orbit satellites	2 Geostationary satellites
Coverage	Global	Global	Global	Global	Regional
Incoming calls	Incoming call alert if antenna stowed or deployed	Incoming call alert if antenna deployed	Incoming call alert if antenna stowed or deployed	Incoming call alert if antenna stowed or deployed	Incoming call alert if antenna stowed or deployed
SMS	Supported	Supported	Supported	Supported	Supported
Location-based services	Tracking button Programmable assistance button Share location via SMS	Share location via SMS Share location via email	Share location via SMS Online tracking via SMS Programmable SOS button	N/A	SOS helper function Thuraya SOS
Emergency response coordination service	Yes	No	Yes	No	Yes
Bluetooth	Yes	Yes	No	No	Yes

*While this information is based on published specifications, no warranty is made or implied as to the accuracy and reliability of the information provided by Inmarsat in relation to the accuracy or completeness of the IsatPhone 2 comparison from 2014.

*Antenna stowed



Inmarsat Response to ITQ-004389-1

2.1.4 Service Costs

Breakdown for the ISAT2 airtime rates is listed in the table below as well as notes that apply to the High Plan.

PER SIM PLANS		
IsatPhone Pro/IsatPhone Link	Entry Plan	High Plan
Subscription Fee	s.21	
Free Minutes Per Month		
Traffic Type		
Airtime MtF		
Airtime to Cellular		
Voicemail		
SMS		
Data MtF		
Voice Mobile to IA		
GPS Voice		
To other MSS Services		
Inmarsat B V/F/D		
Inmarsat M V/F/D		
Inmarsat Mini-M V/F/D		
Inmarsat GAN/Fleet/Swift64 Voice		
Inmarsat Aero Voice		
Iridium Voice		
Globalstar Voice		
Thuraya Voice		
Other MSS Carriers		

Notes for HIGH (60) minute plan:

Allowance for MO traffic to fixed, cellular, Voicemail, GPS, BGAN, FBB and SBB - all other call types charged for on usage basis

Also available as quarterly or yearly plan - to be paid in advance

Out of bundle traffic charges are regular charges

The minimum duration for the High Plan is 12 months.

Deactivation before the minimum duration period is complete will result in an Early Termination Fee

Early Termination Fee would be equal to the monthly subscription fee times the number of months remaining in the term.

2.1.5 Equipment Costs

s.21

Price per ISAT2 satellite phone

Car Docking Station Accessory

UNATSolar Charge



The mobile satellite company™

Inmarsat Response to ITQ-004388-1

2.2 Support

2.2.1 Training

Inmarsat will provide to the BC Department of Justice up to five sessions web based training on the use of the isatphone 2 and the service. Dates and details of these sessions will be determined after contract award to be set at mutually agreeable times.

2.2.2 Help Desk

Inmarsat will provide the BC Department of Justice with technical support through a help desk accessible

using a toll-free number available internationally. In addition technical support will be available through an abbreviated toll-free number accessible from any Mobile Demarcation Point (MDP). Inmarsat will pick up all calls within 20 seconds 90% of the time. Inmarsat will ensure that no more than 5% of all call attempts are blocked.

Inmarsat will not use an Automated Voice Response System (AVR), Automated Call Distribution (ACD), Voice mail and/or paging response system for this requirement.

Inmarsat's help desk support representatives will respond to Client user questions and, to the extent possible, resolve user problems and provide advice regarding configuration problems relating to all the terminals, accessories and services supplied under this service level agreement.

Inmarsat will log and track all reported calls to the help desk from the time of initial report until the resolution of the problem. This will be done through a computerized logging system.

Inmarsat's help desk will be staffed and available to the Client using the toll-free number 24 hours a day, every day of the year.



Facsimile

To:	Len Trapler	From:	Kevin Harman
Title:		Title:	Business Development Manager
Company:	BC Ministry of Justice	Phone Number:	+1 613 230 6910
Fax Number:	+1 250 387 7309	Fax Number:	+1 613 230 4212
		Email:	kevin.harman@inmarsat.com
Date:	Feb 12, 2015	Ref. Number:	
		No. of Pages	3
		(including cover)	
Re:	ITQ-004389-1		

Dear Mr. Trapler,

I noticed that we forgot to fill in the delivery period on the ITQ that we submitted yesterday. Inmarsat is able to deliver our Isatphone 2 phones within 10 days ARO.

Also, please find attached an announcement from Inmarsat that we now provide access to the GEO Worldwide Emergency Response Coordination service from the assistance button on our Isatphone 2. This may be of significance in your consideration of which satellite phone and service that you choose to move forward with.

If there are any questions please do not hesitate to contact me.

Kind Regards,
Kevin Harman



Inmarsat and GEOS bring life-saving emergency response facilities to the IsatPhone 2

Global safety and personal security functionality enhances IsatPhone 2

04 February 2015: From today, Inmarsat (LSE:ISAT.L), the leading provider of global mobile satellite communications services, is offering all post-pay IsatPhone 2 customers free-of-charge access to GEOS' Worldwide Emergency Response Coordination service.

The service takes advantage of the IsatPhone 2's one-press assistance button, located at the top of the handset. GEOS' service allows customers to contact the GEOS International Emergency Response Coordination Center (IERCC), simply by pressing the assistance button. Pressing the button triggers a message containing the user's GPS co-ordinates, sent over Inmarsat's global satellite network.

Once the emergency notification request is received, the response centre, staffed 24-7 and located in Houston, USA, will contact the user directly and establish the nature of the emergency. GEOS staff will then notify the appropriate authorities based in region to begin search and rescue procedures.

"Increasingly, safety and security are paramount concerns amongst purchasers of satellite phones who often work in isolated or volatile areas," said Greg Ewert, President, Inmarsat Enterprise. "The GEOS service is an excellent complement to the IsatPhone 2's tracking functionality, and coupled with the global reach of Inmarsat's reliable satellite network, will provide a welcome peace of mind for new and existing IsatPhone 2 customers."

"We are extremely pleased to welcome Inmarsat IsatPhone 2 users to the broad global family of members all over the world protected by the GEOS global umbrella" stated David Ruby, CEO of GEOS Worldwide.

The service is available free-of-charge to all existing and new IsatPhone 2 post-pay customers. Pre-pay customers can also access the service; however GEOS will charge an annual fee.

GEOS also offer Inmarsat customers additional membership benefits to defray search and rescue and medivac costs, details of which are also provided in a leaflet inserted into new IsatPhone 2 boxes, as well as on the GEOS website, www.geosalliance.com.

ENDS

For further information

Jonathan Sinnatt
Director of Corporate Communications
Inmarsat
+44 (0)20 7728 1935
jonathan.sinnatt@inmarsat.com

Katie Potts
Corporate Communications Manager
Inmarsat
+44 (0)20 7728 1492
katie.potts@inmarsat.com



About Inmarsat

Inmarsat plc is the leading provider of global mobile satellite communications services. Since 1979, Inmarsat has been providing reliable voice and high-speed data communications to governments, enterprises and other organizations, with a range of services that can be used on land, at sea or in the air. Inmarsat employs around 1,600 staff in more than 60 locations around the world, with a presence in the major ports and centers of commerce on every continent. Inmarsat is listed on the London Stock Exchange (LSE:ISAT.L). For more information, please visit www.inmarsat.com.

The Inmarsat press release newsfeed and corporate updates are on: [@InmarsatGlobal](https://twitter.com/InmarsatGlobal).

About GEOS International Emergency Response Coordination Center

The GEOS International Emergency Response Coordination Center (IERCC) was founded in November 2007 with the culmination of various 24/7 monitoring centers that individually focused on travel safety, security services and monitoring for clients. Staffed, equipped and prepared to respond worldwide with the push of a button, an automatic emergency alert or a simple phone call, the mission of the GEOS IERCC is to aid in the rescue of all savable lives whether at land, air or sea. The center receives the alert and notifies the appropriate authorities to execute the SAR mission and maintains a liaison with the family, first responders, and in some instances, a user's embassy, keeping all parties up to date with new position information, updated medical information and any other pertinent data until the mission or call is resolved.

Wireless communication solutions by:

Victoria Mobile Radio Ltd

Prepared exclusively for:

The Ministry of Justice
Procurement Services Branch
Solicitation # ITQ-004389-1

c/o Len Trapler

February 11, 2015

An Iridium Proposal

Prepared by:

Dave Dalby | Business Account Manager | DaveDalby@VicMobile.com
Victoria Mobile Radio | 250-475-2425 | Authorized Iridium Dealer



Procurement Services Branch Quotation
Ministry of Justice

Solicitation Number ITQ-004389-1
PO Box 9476 STN PROV GOVT
Victoria, B.C. V8W 9W6

Attn: Trapler, Len

Hello Len,

Please accept our quotation for 30 Satellite Phones for the Ministry of Justice in Victoria B.C.

This quote meets all of the specifications as outlined in the RFP.

The product I am quoting on is the Iridium 9575 Extreme satellite phone. Product details and specifications of this handset may be found in Addendum 3. The delivery of new handsets will be FOB Ministry of Justice, 2261 Keating X-Road, Saanichton, B.C.

Operational Costs:

s.21

The details of the monthly rate plan are listed on Addendum 2 and full warranty information is supplied on Addendum 4.

I agree to all of the requirements including orientation and end user support.

Please let me know if you have any other questions.

Regards,

Dave Dalby
Victoria Mobile Radio Ltd
3300 Tennyson Ave, Victoria, B.C.
250-475-2425 davedalby@vicmobile.com

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 1 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389-1
Original Publish Date
2015/02/03
Amendment Published
2015/02/05
Close Date & Time
2015/02/11 14:00
Time Zone
Pacific Time
All dates are yyyy/mm/dd

Legal Company Name VICTORIA MOBILE RADIO LTD
DBA(if applicable) _____
Address 3300 TENNYSON AVE
City VICTORIA Prov B.C. Postal V8Z3P3
Supplier # (if known) 315036001
Phone 250-475-2425 Fax 250-475-2597

Print/Submit completed form. Must be received before closing date/time at
Procurement Services Branch
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W6

Location 3rd floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

***** ADDENDUM #1 (February 5, 2015) *****

THE FOLLOWING QUESTIONS AND ANSWERS FORM PART OF THIS ITQ:

QUESTION 1) What kind of airtime plan is required: Annual? Monthly? Or do we list all monthly and annual options and their terms, costs and associated fees?

ANSWER: Yes, please provide monthly and annual options with all terms, costs and associated fees.

QUESTION 2) Re: Carrying Case: Do you require a hardened case with a customized protective foam insert (Pelican brand or equivalent)?

ANSWER: A hard (Pelican type) case is not required. A user belt attachment or soft case is preferred.

Bids may be submitted by fax. Bids or proposals submitted by e-mail cannot be accepted in response to this Invitation to Quote. Bids submitted by e-mail will not be considered.

Note: Any changes or updated information regarding this ITQ/Bid Opportunity will only be posted on the BC Bid website at <http://www.bcbid.ca>. Bidder(s) are advised to check the

Continued...

Invitation to Quote
 Ministry of Justice
30 Satellite Phones (Victoria, BC)
 This is NOT an Order

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Issued: 2015/02/05

Solicitation Number ITQ-004389
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website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	30	Each	Handheld Satellite phone <i>IRIDIUM 9575</i>	<i>30</i>	s.21	

SPECIFICATIONS:

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

1) State all applicable operating costs including: (Note: costs will be included in price evaluation)

- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
- Cancellation terms and associated fees

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

WARRANTY: Provide Details of Warranty offered:

DELIVERY:

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
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Page 3 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: 10 DAYS

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

Price must include any applicable environmental fees/levies

Must be supplied by an authorized reseller/distributor

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Ship To:

Ministry of Justice
2261 Keating X-Road
Saanichton, BC V8W 9J1

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER

The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties. Pricing will be firm for 90 days unless otherwise specified by the supplier.

GROSS TOTAL _____

DEDUCT DISCOUNTS _____

SUB TOTAL _____

ADD GST/HST _____

ADD PST _____

NET TOTAL _____

SEE ADDENDUM 5.

Authorized Official (please print) DAVE DALRY

Signature [Signature] Date FEB 11/15

Invitation to Quote Terms and Conditions

1. Quotations will be marked with their receipt time at the closing location. Only complete quotations received and marked before closing time will be considered to have been received on time. Hard copies of late quotations will not be accepted or considered. Electronic quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the quotation receipt time as recorded at the closing location shall prevail whether accurate or not.
2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.
3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.
5. The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
6. Lowest or any quotation will not necessarily be accepted.
7. Potential suppliers must refer to the ITQ number in all correspondence.
8. Potential suppliers must comply with all applicable laws.
9. The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.
10. Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.
11. All inquiries related to this ITQ are to be directed to the Province, at the Purchasing Services as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Do not contact the Ministry/Agency involved. Inquiries and responses may be distributed to all potential suppliers at the Province's option.
12. All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. The Province will routinely release the name of the successful supplier, and total Purchase Order value. For further information about Freedom of Information please contact (250) 387-7300.
13. The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.
14. The working language of the British Columbia Government is English and all quotations must be submitted in English.

Purchase Order Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
 2. The Contractor must promptly notify the Province, at the Purchasing Services as noted on the ITQ if the order cannot be filled.
 3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
 4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
 5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
 6. The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
 7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
 8. The Agreement is governed by the laws of the Province of British Columbia.
 9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
 10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
 11. Time will be of the essence in this Agreement.
 12. The Contractor must comply with all applicable laws in providing the goods/services specified.
 13. Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
 14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:
- All disputes rising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.
- The place of arbitration will be Vancouver, British Columbia, Canada.

Addendum 2

Plan Name – Month-to-Month (No Contract Required)	Basic
	s.21
Minutes Included	
Monthly Access Fee	
North American (Canada & USA)	
International	
ISU-ISU (Iridium Phone to Iridium Phone – Voice Only)	
IDM-IDM (Iridium Data Module to Iridium Data Module Circuit Switched Data Calls)	
Fax Service (Airtime rates apply to both MO and MT originated calls)	

GENERAL TERMS AND CONDITIONS

s.21

Addendum 3

Handset Overview

Iridium Extreme is the toughest handset ever from the only company that offers real global, real mobile, real reliable communications. Engineered with more features and more accessories than any other satellite phone on the market, Iridium Extreme puts more innovative capability — and more ways to connect than ever before — into the hands of people everywhere.

Standardized



Satellite



Real Global



Real Mobile



Real Reliable

Optimized



GPS Positioning



SMS



Emergency Button



Online Tracking



Voice



Data Tethering

Ruggedized IP65



Jet Water
Resistant

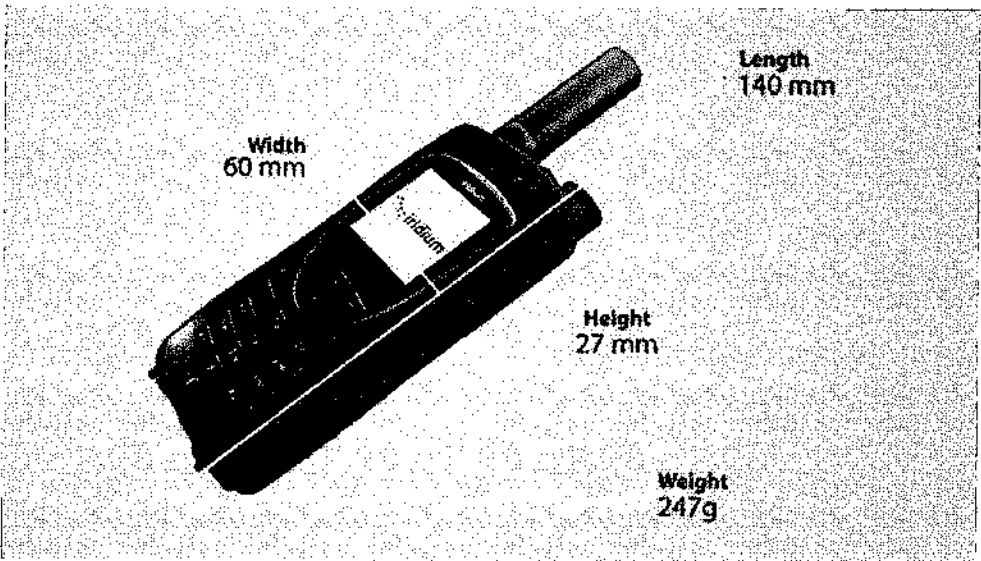


Shock Resistant



Dust Proof

Tech Specs



Specifications

Duration

- Standby time: Up to 30 hours
- Talk time: Up to 4 hours

Operating Temperature

- Operating Temperature Range: -10 °C to +55 °C

Display

- 200 character illuminated graphic display
- Volume, signal and battery strength meters
- Illuminated weather-resistant keypad

Calling Features

- Integrated speakerphone
- Quick-connect to Iridium voice mail
- Two-way SMS and short email capability
- Pre-programmable International Access Code (00 or +)
- Mailbox for voice, numeric & text messages
- Selectable ring and alert tones (8 choices)

Memory

- 100-entry internal phonebook, with capacity for multiple phone numbers, email addresses and notes
- Call history retains received, missed and dialed calls

Usage Control Features

- User-configurable call timers to manage costs
- Keypad lock and PIN lock for additional security

Features

Iridium's most compact handset to date, Iridium Extreme is enhanced with more features than ever.

- Compact physical footprint for streamlined portability
- Intuitive user interface for out-of-the-box ease of use
- Jet-water, shock and dust resistance for unparalleled durability
- Enhanced SMS and email messaging capability
- Integrated speakerphone
- Headset and hands-free capability
- Internally stowed antenna
- Mini-USB data port
- Accessories to create instant Wi-Fi hotspots anywhere
- Reliable two-way global coverage

Enhanced Features:

- Toughest military-grade handset ever built

- Highest ingress protection (IP) rating in the industry (IP65)
- GPS-enabled location-based services
- Supports online tracking and Google Mapping services
- Programmable, GPS-enabled, one-touch SOS button
- Smallest Iridium phone ever
- Diamond treaded, tapered grip for in-hand ergonomics
- Rugged, high-gain antenna

What's in the Box?

- Travel charger with international adapters
- Car charger
- Leather case
- USB data cable
- User manual
- Quick Start guide
- CD-ROM with software
- 2 accessory adapters*
- Magnetic vehicle mount antenna with 5' cable
- Hands-free earpiece with microphone

Iridium Extreme is compatible with the same Iridium 9555 and Iridium 9505A chargers, auxiliary antenna, and USB data cable via two included adapters.

** The adapters included with your Iridium Extreme are used to charge the handset, and to connect accessories. In order to maintain the Ingress Protection rating (IP65), the battery must be fully installed and all connector covers closed.*

Addendum 4

Limited Warranty, Product and Satellite Service Terms, and Warranty Support

This Limited Warranty applies only to the Iridium branded Iridium Extreme® (including hardware, software and firmware but excluding leather case) and the Accessories listed in Chapter 3 of this User Manual (collectively, "Product") sold by Iridium or its authorized resellers and distributors (collectively, "Service Providers"). This Limited Warranty extends only to the first purchaser of the Product and is not assignable or transferable.

Subject to the Exclusions contained below, Iridium warrants to you that the Product will be free from defects in materials and workmanship under normal usage for a period of one year from your date of purchase. You are required to provide proof of purchase as a condition of receiving warranty service as more fully described in "Warranty Claim Process".

Any replacement products or parts may contain new and used materials equivalent to new in performance and reliability. Any replacement product or part will also have functionality at least equal to that of the product or part being replaced. Replacement products and parts are warranted to be free from defects in material or workmanship under normal usage for the remainder of the applicable warranty period of the original Product for which a replacement product or part is provided under this Limited Warranty. A returned Product for which a replacement has been provided shall become Iridium's property.

If Iridium receives, during the warranty period and in accordance with the instructions set out in this Limited Warranty, notice of a defect in the Product covered by this Limited Warranty, Iridium will repair or replace the Product or refund the purchase price of the Product, at Iridium's sole option. Iridium shall have no obligation to repair, replace, or refund unless the defective Product is returned in accordance with the instructions set out in this Limited Warranty and within the warranty period.

IRIDIUM DOES AND MAY CONTINUE, AT ITS SOLE DISCRETION, TO SUBCONTRACT TO AND ENGAGE A THIRD PARTY TO PROVIDE THE WARRANTY SERVICES PROVIDED FOR IN THIS USER MANUAL.

If you acquired this Product and Accessories in Australia or in New Zealand, this Product and Accessories come with guarantees that cannot be excluded under the Australian Consumer Law or similar legislation in New Zealand. Notwithstanding other express terms and other limitations of this Limited Warranty (which other express terms and other limitations are negated by this paragraph, but only to the extent inconsistent with this paragraph, and will not be applied to limit consumer rights under such guarantees), where such guarantees operate, consumers are entitled to a replacement or a refund for a major failure of this Product and Accessories and for compensation for any other reasonably foreseeable loss or damage. Where such guarantees operate, consumers are also entitled to have this Product and Accessories repaired or replaced if this Product and Accessories fail to be of acceptable quality and the failure does not amount to a major failure. Please follow the instructions as to use and report problems

promptly: problems caused by use that is abnormal or contrary to instructions will generally not be covered. You should contact your Product and Accessories provider in relation to problems with the Product and Accessories and Iridium will assist your Product and Accessories provider to resolve them, including replacement where required.

Exclusions

This Limited Warranty does not apply in the following circumstances:

Normal wear and tear. Periodic maintenance, repair or replacement of parts due to normal wear and tear are excluded from coverage.

Batteries. Only batteries whose fully charged capacity falls below 80% of rated capacity and batteries that leak are covered by this Limited Warranty. Batteries that are charged by other than an Iridium-approved battery charger; having seals that are broken or show evidence of tampering; are used in equipment other than the Product; or are charged and stored at temperatures greater than 60 degrees centigrade, are not covered by this Limited Warranty.

Abuse and Misuse. Defects or damage that result from improper operation or storage, misuse or abuse, accident or neglect; exposure to open, uncovered connectors including contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat or spills of food; use of the Product for abnormal purposes; stretching coil cords or breaking coil cord modular tabs; breakage or damage to antennas or scratches or other damage to plastic surfaces or other externally exposed parts caused by your use; or other acts which are not the fault of Iridium, are excluded from coverage.

Use of Non-Iridium Products and Accessories. Defects or damage that result from the use of non-Iridium branded products (other than the antenna supplied with your Product), accessories or software or other ancillary or peripheral equipment are excluded from coverage.

Unauthorized Service or Modifications. Defects or damage resulting from any service, testing, adjustment, integration, installation, operation, maintenance, service, alteration, modification or integration with any non-Iridium product in any manner other than in accordance with Product user documentation and instructions and/or by someone other than Iridium or a Service Provider are excluded from coverage.

Altered Products. Products that have been tampered with, altered, have non-Iridium housings or parts, or have had the serial numbers or date tags removed, altered or obliterated are excluded from coverage.

Communication Services. Defects, damages or failure of the Product due to any non-Iridium communication service or signal or use of a non-Iridium branded communication service or signal are excluded from coverage.

Software Embodied in Physical Media. No warranty is made that any software will meet your requirements or will work in combination with any hardware or software applications provided by third

parties, that the operation of the software will be uninterrupted or error free, or that all defects in the software will be corrected.

Privacy and Data Security. Privacy and data security are important to everyone. Some features of your Product may affect your privacy or data security. Therefore, it is important to monitor access to your Product and not to leave it where others might have unmonitored access. Lock your satellite phone's keypad when not in use. Erase all personal information or data before disposing of the satellite phone or recycling it. See Chapter 8 of the User Manual for instructions on how to delete all personal information. The satellite phone uses network-based positioning technology, which may be used to obtain a user's approximate location and thereby affect a user's privacy.

Limitations of Warranty/Local Laws

IRIDIUM MAKES NO REPRESENTATIONS, GUARANTEES, CONDITIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS, GUARANTEES, CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, USE, OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF ANY PRODUCTS, ACCESSORIES, FACILITIES OR SERVICES OR USER INFORMATION, EXCEPT AS EXPRESSLY STATED IN THIS LIMITED WARRANTY. ANY OTHER STANDARDS OF PERFORMANCE, GUARANTEES, CONDITIONS AND WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTY CONTAINED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. FURTHER, THIS LIMITED WARRANTY COVERS THE PRODUCT ONLY, AND NO WARRANTY IS MADE AS TO USER INFORMATION AND/OR COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY IRIDIUM SEPARATELY FOR IRIDIUM SATELLITE SERVICES.

This Product is covered by a U.S.A. warranty. This Limited Warranty is applicable in all countries and is enforceable in any country or region where Iridium or its Service Provider offer warranty service for the Product. Outside of the U.S.A., any different warranty terms, liabilities and/or legal requirements of the country in which the Product is sold are specifically disclaimed by Iridium. Warranty service availability and response times may vary from country to country and may be subject to registration requirements in the country of purchase. Your Iridium Service Provider can provide details.

This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state to state/country to country. Some states/countries do not allow or acknowledge the existence, limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so some limitations or exclusions of this Limited Warranty may not apply to you. You are advised to consult applicable state/country laws for a full determination of your rights.

Conditions of Use and Limitations of Liability.

This Limited Warranty is your sole and exclusive remedy. These terms and conditions supersede any prior agreements or representations, including those made in Iridium sales literature or advice given to

you by or on behalf of Iridium in connection with your purchase. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. OTHERWISE THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL IRIDIUM BE LIABLE, WHETHER IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION STRICT LIABILITY, GROSS NEGLIGENCE OR NEGLIGENCE, FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT AND/OR THE COST OF IRIDIUM SATELLITE SERVICES PROVIDED. NOR SHALL IRIDIUM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF PRIVACY, LOSS OF USE, LOSS OF TIME OR INCONVENIENCE, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS CAUSED BY THE PRODUCT AND/OR THE IRIDIUM SATELLITE SERVICES, OR ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE, OR THE USE OF THE PRODUCT AND/OR THE IRIDIUM SATELLITE SERVICES TO THE FULLEST EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW AND REGARDLESS OF WHETHER IRIDIUM WAS ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. IRIDIUM IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

USERS OF THE IRIDIUM SATELLITE PHONE SERVICES AND RELATED EQUIPMENT, INCLUDING WITHOUT LIMITATION THOSE USING THE SERVICE AND THE PRODUCT IN ANY MANNER IN CONJUNCTION WITH EMERGENCY 911 (U.S.), EMERGENCY TRIPLE ZERO (000)/ 112 (AUSTRALIA) OR ANY OTHER DISTRESS CALLING OR EMERGENCY SERVICES, BOTH PUBLIC OR PRIVATELY OPERATED, ACKNOWLEDGE AND AGREE AS A CONDITION OF THE PROVISION OF SERVICE AND PRODUCT BY IRIDIUM THAT THEY WILL MAKE NO CLAIM, WHETHER IN CONTRACT, INDEMNITY, TORT OR ANY OTHER LEGAL THEORY AGAINST IRIDIUM FOR BODILY INJURY, LOSS OF LIFE, DAMAGE TO PROPERTY OR FOR ANY OTHER LOSS WHATSOEVER, OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, BY REASON OF ANY UNAVAILABILITY, DELAY, FAULTINESS OR FAILURES OF THE IRIDIUM FACILITIES OR SERVICE, PRODUCT, OR EQUIPMENT OR FOR INACCURACIES OR FAILURES WITH REGARD TO ANY USER INFORMATION PROVIDED. THIS IS A WAIVER AND RELEASE AND DISCLAIMER OF LIABILITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND APPLIES REGARDLESS OF THE CAUSE OF ANY LIABILITY, INCLUDING WITHOUT LIMITATIONS, TO WRONGFUL CONDUCT, OMISSION OR FAULT OF EMPLOYEES OR AGENTS OF IRIDIUM.

By your use of the Product and Iridium Satellite Services you consent to Iridium's disclosure of user information, including, but not limited to name, address, telephone number and location information, including, where available, the geographic coordinates of equipment, to governmental and quasi-governmental agencies where Iridium deems it necessary in its sole discretion to respond to an exigent circumstance.

These governmental and quasi-governmental agencies shall be deemed "users" for all purposes of this Limited Warranty.

You are permitted to use the Product only as described and specified in this Limited Warranty. By using the Product, you are indicating that without limitation you agree to comply with the terms of this Limited Warranty, including without limitation this section describing permitted use of the Product (the "Conditions of Use"). If you fail to comply with this Limited Warranty and the Conditions of Use, Iridium may void certain protections offered under the Limited Warranty and Iridium reserves the right to terminate your right to use the Product on the Iridium system. If you do not accept the terms of this Limited Warranty, do not use the Product on the Iridium system.

You are permitted to use the Product only in connection with service on the Iridium system using airtime purchased from your Service Provider. You are required to comply with this Limited Warranty and the Conditions of Use and Limitations of Liability, as well as all terms and conditions that are provided separately by your Service Provider, as such terms and conditions may change from time to time. Iridium or your Service Provider may also establish additional terms and conditions from time to time. In the event any Iridium term or condition conflicts with any Service Provider term or condition, the Iridium term or condition shall govern. Service provider will be provided with notice of any new terms and conditions or any changes in these terms and conditions. All terms and conditions will be effective as of your receipt of the notices of new or modified terms and conditions, and your continued use of the Product after such receipt shall constitute your acceptance of such new or modified terms.

You may not use the Product in connection with any third-party devices, including but not limited to computers, cameras, batteries, GPS devices, recorders or other devices which alter the information sent or received by the Product, except to the extent that Iridium has tested those devices and confirmed that their use will have no adverse effect on the Iridium system. All devices approved by Iridium will be advertised and labeled as being approved by Iridium and you may use only "Iridium Certified Devices" with this Product and with the Iridium system.

You may not modify the Product or any component of the Product. You may not reverse-engineer, or attempt to reverse-engineer, the Product, any component of any Product or the manner in which the Product connects to, sends information to, receives information from, or otherwise interacts with the Iridium system.

You are required to comply with all applicable laws and regulations in your use of the Product. To the extent that you: (i) violate this Limited Warranty, the terms and conditions applicable to the Iridium system or other agreements between you and Iridium, or between you and your Service Provider; (ii) utilize a product other than an Iridium-Approved Device on the Iridium system; (iii) modify the Product or any Product component, reverse-engineer the Product or any Product component or attempt to do so; or (iv) violate any applicable laws or regulations (collectively "Unauthorized Use"), you agree to defend, indemnify and hold Iridium and your Service Provider harmless with respect to any claims or actions by governmental entities or other third parties related to your Unauthorized Use and to pay all costs, damages, fines and other amounts incurred by us, or on our behalf, in the defense of any such claims or actions. Further, we specifically disallow any liability and will not credit back airtime charges related to any Unauthorized Use.

In addition to Iridium's express reservation of other remedies available to us, we reserve the right to discontinue providing Iridium Satellite Services to you and/or to disable your Product's access to the Iridium system. If Iridium reasonably believes that you are engaged in any Unauthorized Use, we may seek equitable relief to prevent such Unauthorized Use without having to wait to see if damage to the Iridium system occurs.

Warranty Claim Process

Should your Product require service within the warranty period or for warranty questions, repairs or for the return of the Product, **please contact Victoria Mobile Radio. Do not contact Iridium.** For warranty claims, you will be required to provide the following proof of purchase documentation: your dated bill of sale or delivery receipt (including your name, address and telephone number; the name and address of the Service Provider who sold you the Product; the model number and International Mobile Identification Number (IMEI); and the sale price of the Product), together with a written description of the problem. You are responsible for shipping the Product to the authorized warranty service center designated by your Service Provider with freight and insurance prepaid. Product that is repaired or replaced under this Limited Warranty shall be shipped to your Service Provider who will work with you to arrange transfer of the product. In certain states/countries, including Australia and New Zealand, the law requires that manufacturers or sellers incur costs relating to the warranty return and replacement of any products. In those jurisdictions, Iridium and/or the Service Provider will pay the costs of return and/or replacement, as required.

Refer to www.iridium.com for a list of Service Providers or contact Victoria Mobile Radio for warranty information.

Addendum 5



Quotation ☒
Estimate ☐

3300 Tennyson Ave. Victoria BC V8Z 3P3 Phone: 250-475-2425 Fax: 250-475-2597

DATE 2/11/2015
Quotation # ITQ-004389-1

Quotation For: Company Name: The Ministry of Justice Attention to: Len Trapler Address: 2261 Keating X-Road City/Postal Code: Saanichton / V8W9J1 Phone: 250-387-7300 Email: N/A	Prepared By: Rep Name: Dave Dalby Contact #: 250-475-2425 Email Address: davedalby@vcmobile.com Quotation valid until: 90 Days
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ORDER DESCRIPTION: Satellite communications equipment

QTY	PART #	RQ #	DESCRIPTION	UNIT PRICE	AMOUNT
				s.21	
30	Iridium 9575		Iridium 9575 Extreme Satellite Phone		
30	Activation Fees		Activation Fees		
30	Sim Card		Iridium Sim Card (included with the activation fee)		
1	Delivery		Delivery to 2261 Keating X-Road		

SUBTOTAL s.21

COMMENTS: Thank you for your consideration

GST
PST
TOTAL

If you have any questions or concerns regarding this quotation, please contact the preparing VMR representative.

Wireless communication solutions by:

Victoria Mobile Radio Ltd

Prepared exclusively for:

The Ministry of Justice
Procurement Services Branch
Solicitation # ITQ-004389-1

c/o Len Trapler

February 11, 2015

An Iridium Proposal #2

Prepared by:

Dave Dalby | Business Account Manager | DaveDalby@VicMobile.com
Victoria Mobile Radio | 250-475-2425 | Authorized Iridium Dealer



Procurement Services Branch Quotation
Ministry of Justice

Solicitation Number ITQ-004389-1
PO Box 9476 STN PROV GOVT
Victoria, B.C. V8W 9W6

Attn: Len Trapler

Hello Len,

Please accept our quotation for 30 Satellite Phones for the Ministry of Justice in Victoria B.C.

This quote does not meet all of the specifications as outlined in the RFP, but is very close and saves thousands of dollars.

The product I am quoting on is the Iridium 9555 satellite phone. It is non-compliant because the weight is 266g (250g is the requested maximum weight), and the talk time is 3.1 hours (instead of the requested 4 hour talk time). Product details and specifications of this handset may be found in Addendum 3. The delivery of new handsets will be FOB Ministry of Justice, 2261 Keating X-Road, Saanichton, B.C.

Operational Costs:
s.21

The details of the monthly rate plan are listed on Addendum 2 and full warranty information is supplied on Addendum 4.

I agree to all of the requirements including orientation and end user support. Please let me know if you have any other questions.

Regards,

Dave Dalby - Victoria Mobile Radio Ltd 3300 Tennyson Ave, Victoria, B.C. 250-475-2425

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 1 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389-1
Original Publish Date
2015/02/03
Amendment Published
2015/02/05
Close Date & Time
2015/02/11 14:00
Time Zone
Pacific Time
All dates are yyyy/mm/dd

Legal Company Name VICTORIA MOBILE RADIO LTD

DBA(if applicable) _____

Address 3300 TENNISBOAL AVE

City VICTORIA Prov B.C. Postal V8Z 3P3

Supplier # (if known) _____

Phone 250-475-2425 Fax 250-475-2597

Print/Submit completed form. Must be
received before closing date/time at
Procurement Services Branch
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W6

Location 3rd floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

***** ADDENDUM #1 (February 5, 2015) *****

THE FOLLOWING QUESTIONS AND ANSWERS FORM PART OF THIS ITQ:

QUESTION 1) What kind of airtime plan is required: Annual? Monthly? Or do we list all monthly and annual options and their terms, costs and associated fees?

ANSWER: Yes, please provide monthly and annual options with all terms, costs and associated fees.

QUESTION 2) Re: Carrying Case: Do you require a hardened case with a customized protective foam insert (Pelican brand or equivalent)?

ANSWER: A hard (Pelican type) case is not required. A user belt attachment or soft case is preferred.

Bids may be submitted by fax. Bids or proposals submitted by e-mail cannot be accepted in response to this Invitation to Quote. Bids submitted by e-mail will not be considered.

Note: Any changes or updated information regarding this ITQ/Bid Opportunity will only be posted on the BC Bid website at <http://www.bcbid.ca>. Bidder(s) are advised to check the

Continued...

Invitation to Quote
 Ministry of Justice
30 Satellite Phones (Victoria, BC)
 This is NOT an Order

Page 2 of 4

Issued: 2015/02/05

Solicitation Number
 ITQ-004389

website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	30	Each	Handheld Satellite phone <i>IRIDIUM 9555</i>	<i>30</i>	s.21	

SPECIFICATIONS:

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

1) State all applicable operating costs including: (Note: costs will be included in price evaluation)

- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
- Cancellation terms and associated fees

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

WARRANTY: Provide Details of Warranty offered:

DELIVERY:

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 3 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: 10 Days

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

Price must include any applicable environmental fees/levies

Must be supplied by an authorized reseller/distributor

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Ship To:

Ministry of Justice
2261 Keating X-Road
Saanichton, BC V8W 9J1

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER

The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties. Pricing will be firm for 90 days unless otherwise specified by the supplier.

GROSS TOTAL _____

DEDUCT DISCOUNTS _____

SUB TOTAL _____

ADD GST/HST _____

ADD PST _____

NET TOTAL _____

SEE ADDENDUM 5.

Authorized Official (please print) DAVE DELAY

Signature [Signature] Date FEB 11/15

Addendum 2

Plan Name – Month-to-Month (No Contract Required)	Basic
Minutes Included	s.21
Monthly Access Fee	
North American (Canada & USA)	
International	
ISU-ISU (Iridium Phone to Iridium Phone – Voice Only)	
IDM-IDM (Iridium Data Module to Iridium Data Module Circuit Switched Data Calls)	
Fax Service (Airtime rates apply to both MO and MT originated calls)	

GENERAL TERMS AND CONDITIONS

s.21

Addendum 3

Handset Overview

The Iridium 9555 satellite phone is compact, light, and easy to use but with industrial-grade ruggedness—and it's connected to the only truly global mobile communications network.

Rugged and reliable

The Iridium 9555 is engineered to withstand rugged environments, so customers can depend on it as a critical lifeline wherever need takes them.

Compact

The Iridium 9555 is small yet powerful. With a significantly reduced footprint from our previous phone, more hand-friendly form factor, and aerodynamic features such as an internally stowed antenna, this sleek handset is designed to easily go wherever you go.

Enhanced features

In addition to the features Iridium customers have come to expect from our trusted satellite phones, the Iridium 9555 also incorporates innovations such as an integrated speakerphone, improved SMS and email messaging capabilities, and an upgraded mini-USB data port.

Software Solutions

With powerful compatible software, the Iridium 9555 capabilities extend even more.

Specifications

- Industrial-grade design for unparalleled durability
- Compact physical footprint for streamlined portability
- Intuitive user interface for out-of-the-box functionality
- Enhanced SMS and email messaging capability
- Integrated speakerphone
- Headset and hands-free capability
- Internally stowed antenna
- Mini-USB data port and support for phone as modem
- 21 supported menu languages
- Dimensions: 143 mm (L) x 55 mm (W) x 30 mm (D)
- Weight: 266 g (9.4 oz)
- Operating Temperature Range: -10 °C to +55 °C

Duration

- Standby time: up to 30 hours
- Talk time: up to 3.1 hours

Display

- 200 character illuminated graphic display
- Volume, signal and battery strength meters

- Illuminated weather-resistant keypad

Calling Features

- Integrated speakerphone
- Quick-connect to Iridium voice mail
- Two-way SMS and short email capability
- Pre-programmable International Access Code (00 or +)
- Mailbox for voice, numeric & text messages
- Selectable ring and alert tones (8 choices)

Memory

- 100-entry internal address book, with capacity for multiple phone numbers, email addresses and notes
- SIM card address book with 155-entry capacity
- Call history retains received, missed and dialed calls

Usage Control Features

- User-configurable call timers to manage costs
- Keypad lock and PIN lock for additional security

Iridium 9555 satellite phone package includes:

AC charger, international plug kit, DC travel charger, hands-free headset, leather case, auxiliary antenna adapter, 5' external auxiliary antenna, USB data cable, quick-start guide, user guide, and CD-ROM

Addendum 4

Limited Warranty, Product and Satellite Service Terms, and Warranty Support

This Limited Warranty applies only to the Iridium branded Iridium Extreme® (including hardware, software and firmware but excluding leather case) and the Accessories listed in Chapter 3 of this User Manual (collectively, "Product") sold by Iridium or its authorized resellers and distributors (collectively, "Service Providers"). This Limited Warranty extends only to the first purchaser of the Product and is not assignable or transferable.

Subject to the Exclusions contained below, Iridium warrants to you that the Product will be free from defects in materials and workmanship under normal usage for a period of one year from your date of purchase. You are required to provide proof of purchase as a condition of receiving warranty service as more fully described in "Warranty Claim Process".

Any replacement products or parts may contain new and used materials equivalent to new in performance and reliability. Any replacement product or part will also have functionality at least equal to that of the product or part being replaced. Replacement products and parts are warranted to be free from defects in material or workmanship under normal usage for the remainder of the applicable warranty period of the original Product for which a replacement product or part is provided under this Limited Warranty. A returned Product for which a replacement has been provided shall become Iridium's property.

If Iridium receives, during the warranty period and in accordance with the instructions set out in this Limited Warranty, notice of a defect in the Product covered by this Limited Warranty, Iridium will repair or replace the Product or refund the purchase price of the Product, at Iridium's sole option. Iridium shall have no obligation to repair, replace, or refund unless the defective Product is returned in accordance with the instructions set out in this Limited Warranty and within the warranty period.

IRIDIUM DOES AND MAY CONTINUE, AT ITS SOLE DISCRETION, TO SUBCONTRACT TO AND ENGAGE A THIRD PARTY TO PROVIDE THE WARRANTY SERVICES PROVIDED FOR IN THIS USER MANUAL.

If you acquired this Product and Accessories in Australia or in New Zealand, this Product and Accessories come with guarantees that cannot be excluded under the Australian Consumer Law or similar legislation in New Zealand. Notwithstanding other express terms and other limitations of this Limited Warranty (which other express terms and other limitations are negated by this paragraph, but only to the extent inconsistent with this paragraph, and will not be applied to limit consumer rights under such guarantees), where such guarantees operate, consumers are entitled to a replacement or a refund for a major failure of this Product and Accessories and for compensation for any other reasonably foreseeable loss or damage. Where such guarantees operate, consumers are also entitled to have this Product and Accessories repaired or replaced if this Product and Accessories fail to be of acceptable quality and the failure does not amount to a major failure. Please follow the instructions as to use and report problems promptly: problems caused by use that is abnormal or contrary to instructions will generally not be covered. You should contact your Product and Accessories provider in relation to problems with the

Product and Accessories and Iridium will assist your Product and Accessories provider to resolve them, including replacement where required.

Exclusions

This Limited Warranty does not apply in the following circumstances:

Normal wear and tear. Periodic maintenance, repair or replacement of parts due to normal wear and tear are excluded from coverage.

Batteries. Only batteries whose fully charged capacity falls below 80% of rated capacity and batteries that leak are covered by this Limited Warranty. Batteries that are charged by other than an Iridium-approved battery charger; having seals that are broken or show evidence of tampering; are used in equipment other than the Product; or are charged and stored at temperatures greater than 60 degrees centigrade, are not covered by this Limited Warranty.

Abuse and Misuse. Defects or damage that result from improper operation or storage, misuse or abuse, accident or neglect; exposure to open, uncovered connectors including contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat or spills of food; use of the Product for abnormal purposes; stretching coil cords or breaking coil cord modular tabs; breakage or damage to antennas or scratches or other damage to plastic surfaces or other externally exposed parts caused by your use; or other acts which are not the fault of Iridium, are excluded from coverage.

Use of Non-Iridium Products and Accessories. Defects or damage that result from the use of non-Iridium branded products (other than the antenna supplied with your Product), accessories or software or other ancillary or peripheral equipment are excluded from coverage.

Unauthorized Service or Modifications. Defects or damage resulting from any service, testing, adjustment, integration, installation, operation, maintenance, service, alteration, modification or integration with any non-Iridium product in any manner other than in accordance with Product user documentation and instructions and/or by someone other than Iridium or a Service Provider are excluded from coverage.

Altered Products. Products that have been tampered with, altered, have non-Iridium housings or parts, or have had the serial numbers or date tags removed, altered or obliterated are excluded from coverage.

Communication Services. Defects, damages or failure of the Product due to any non-Iridium communication service or signal or use of a non-Iridium branded communication service or signal are excluded from coverage.

Software Embodied in Physical Media. No warranty is made that any software will meet your requirements or will work in combination with any hardware or software applications provided by third parties, that the operation of the software will be uninterrupted or error free, or that all defects in the software will be corrected.

Privacy and Data Security. Privacy and data security are important to everyone. Some features of your Product may affect your privacy or data security. Therefore, it is important to monitor access to your Product and not to leave it where others might have unmonitored access. Lock your satellite phone's keypad when not in use. Erase all personal information or data before disposing of the satellite phone or recycling it. See Chapter 8 of the User Manual for instructions on how to delete all personal information. The satellite phone uses network-based positioning technology, which may be used to obtain a user's approximate location and thereby affect a user's privacy.

Limitations of Warranty/Local Laws

IRIDIUM MAKES NO REPRESENTATIONS, GUARANTEES, CONDITIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS, GUARANTEES, CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, USE, OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF ANY PRODUCTS, ACCESSORIES, FACILITIES OR SERVICES OR USER INFORMATION, EXCEPT AS EXPRESSLY STATED IN THIS LIMITED WARRANTY. ANY OTHER STANDARDS OF PERFORMANCE, GUARANTEES, CONDITIONS AND WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTY CONTAINED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. FURTHER, THIS LIMITED WARRANTY COVERS THE PRODUCT ONLY, AND NO WARRANTY IS MADE AS TO USER INFORMATION AND/OR COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY IRIDIUM SEPARATELY FOR IRIDIUM SATELLITE SERVICES.

This Product is covered by a U.S.A. warranty. This Limited Warranty is applicable in all countries and is enforceable in any country or region where Iridium or its Service Provider offer warranty service for the Product. Outside of the U.S.A., any different warranty terms, liabilities and/or legal requirements of the country in which the Product is sold are specifically disclaimed by Iridium. Warranty service availability and response times may vary from country to country and may be subject to registration requirements in the country of purchase. Your Iridium Service Provider can provide details.

This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state to state/country to country. Some states/countries do not allow or acknowledge the existence, limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so some limitations or exclusions of this Limited Warranty may not apply to you. You are advised to consult applicable state/country laws for a full determination of your rights.

Conditions of Use and Limitations of Liability.

This Limited Warranty is your sole and exclusive remedy. These terms and conditions supersede any prior agreements or representations, including those made in Iridium sales literature or advice given to you by or on behalf of Iridium in connection with your purchase. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF

THIS LIMITED WARRANTY. OTHERWISE THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL IRIDIUM BE LIABLE, WHETHER IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION STRICT LIABILITY, GROSS NEGLIGENCE OR NEGLIGENCE, FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT AND/OR THE COST OF IRIDIUM SATELLITE SERVICES PROVIDED. NOR SHALL IRIDIUM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF PRIVACY, LOSS OF USE, LOSS OF TIME OR INCONVENIENCE, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS CAUSED BY THE PRODUCT AND/OR THE IRIDIUM SATELLITE SERVICES, OR ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE, OR THE USE OF THE PRODUCT AND/OR THE IRIDIUM SATELLITE SERVICES TO THE FULLEST EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW AND REGARDLESS OF WHETHER IRIDIUM WAS ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. IRIDIUM IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

USERS OF THE IRIDIUM SATELLITE PHONE SERVICES AND RELATED EQUIPMENT, INCLUDING WITHOUT LIMITATION THOSE USING THE SERVICE AND THE PRODUCT IN ANY MANNER IN CONJUNCTION WITH EMERGENCY 911 (U.S.), EMERGENCY TRIPLE ZERO (000)/ 112 (AUSTRALIA) OR ANY OTHER DISTRESS CALLING OR EMERGENCY SERVICES, BOTH PUBLIC OR PRIVATELY OPERATED, ACKNOWLEDGE AND AGREE AS A CONDITION OF THE PROVISION OF SERVICE AND PRODUCT BY IRIDIUM THAT THEY WILL MAKE NO CLAIM, WHETHER IN CONTRACT, INDEMNITY, TORT OR ANY OTHER LEGAL THEORY AGAINST IRIDIUM FOR BODILY INJURY, LOSS OF LIFE, DAMAGE TO PROPERTY OR FOR ANY OTHER LOSS WHATSOEVER, OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, BY REASON OF ANY UNAVAILABILITY, DELAY, FAULTINESS OR FAILURES OF THE IRIDIUM FACILITIES OR SERVICE, PRODUCT, OR EQUIPMENT OR FOR INACCURACIES OR FAILURES WITH REGARD TO ANY USER INFORMATION PROVIDED. THIS IS A WAIVER AND RELEASE AND DISCLAIMER OF LIABILITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND APPLIES REGARDLESS OF THE CAUSE OF ANY LIABILITY, INCLUDING WITHOUT LIMITATIONS, TO WRONGFUL CONDUCT, OMISSION OR FAULT OF EMPLOYEES OR AGENTS OF IRIDIUM.

By your use of the Product and Iridium Satellite Services you consent to Iridium's disclosure of user information, including, but not limited to name, address, telephone number and location information, including, where available, the geographic coordinates of equipment, to governmental and quasi-governmental agencies where Iridium deems it necessary in its sole discretion to respond to an exigent circumstance.

These governmental and quasi-governmental agencies shall be deemed "users" for all purposes of this Limited Warranty.

You are permitted to use the Product only as described and specified in this Limited Warranty. By using the Product, you are indicating that without limitation you agree to comply with the terms of this Limited Warranty, including without limitation this section describing permitted use of the Product (the "Conditions of Use"). If you fail to comply with this Limited Warranty and the Conditions of Use, Iridium

may void certain protections offered under the Limited Warranty and Iridium reserves the right to terminate your right to use the Product on the Iridium system. If you do not accept the terms of this Limited Warranty, do not use the Product on the Iridium system.

You are permitted to use the Product only in connection with service on the Iridium system using airtime purchased from your Service Provider. You are required to comply with this Limited Warranty and the Conditions of Use and Limitations of Liability, as well as all terms and conditions that are provided separately by your Service Provider, as such terms and conditions may change from time to time. Iridium or your Service Provider may also establish additional terms and conditions from time to time. In the event any Iridium term or condition conflicts with any Service Provider term or condition, the Iridium term or condition shall govern. Service provider will be provided with notice of any new terms and conditions or any changes in these terms and conditions. All terms and conditions will be effective as of your receipt of the notices of new or modified terms and conditions, and your continued use of the Product after such receipt shall constitute your acceptance of such new or modified terms.

You may not use the Product in connection with any third-party devices, including but not limited to computers, cameras, batteries, GPS devices, recorders or other devices which alter the information sent or received by the Product, except to the extent that Iridium has tested those devices and confirmed that their use will have no adverse effect on the Iridium system. All devices approved by Iridium will be advertised and labeled as being approved by Iridium and you may use only "Iridium Certified Devices" with this Product and with the Iridium system.

You may not modify the Product or any component of the Product. You may not reverse-engineer, or attempt to reverse-engineer, the Product, any component of any Product or the manner in which the Product connects to, sends information to, receives information from, or otherwise interacts with the Iridium system.

You are required to comply with all applicable laws and regulations in your use of the Product. To the extent that you: (i) violate this Limited Warranty, the terms and conditions applicable to the Iridium system or other agreements between you and Iridium, or between you and your Service Provider; (ii) utilize a product other than an Iridium-Approved Device on the Iridium system; (iii) modify the Product or any Product component, reverse-engineer the Product or any Product component or attempt to do so; or (iv) violate any applicable laws or regulations (collectively "Unauthorized Use"), you agree to defend, indemnify and hold Iridium and your Service Provider harmless with respect to any claims or actions by governmental entities or other third parties related to your Unauthorized Use and to pay all costs, damages, fines and other amounts incurred by us, or on our behalf, in the defense of any such claims or actions. Further, we specifically disallow any liability and will not credit back airtime charges related to any Unauthorized Use.

In addition to Iridium's express reservation of other remedies available to us, we reserve the right to discontinue providing Iridium Satellite Services to you and/or to disable your Product's access to the Iridium system. If Iridium reasonably believes that you are engaged in any Unauthorized Use, we may

seek equitable relief to prevent such Unauthorized Use without having to wait to see if damage to the Iridium system occurs.

Warranty Claim Process

Should your Product require service within the warranty period or for warranty questions, repairs or for the return of the Product, **please contact Victoria Mobile Radio. Do not contact Iridium.** For warranty claims, you will be required to provide the following proof of purchase documentation: your dated bill of sale or delivery receipt (including your name, address and telephone number; the name and address of the Service Provider who sold you the Product; the model number and International Mobile Identification Number (IMEI); and the sale price of the Product), together with a written description of the problem. You are responsible for shipping the Product to the authorized warranty service center designated by your Service Provider with freight and insurance prepaid. Product that is repaired or replaced under this Limited Warranty shall be shipped to your Service Provider who will work with you to arrange transfer of the product. In certain states/countries, including Australia and New Zealand, the law requires that manufacturers or sellers incur costs relating to the warranty return and replacement of any products. In those jurisdictions, Iridium and/or the Service Provider will pay the costs of return and/or replacement, as required.

Refer to www.iridium.com for a list of Service Providers or contact Victoria Mobile Radio for warranty information.

Addendum 5



Quotation ☒
Estimate ☐

3300 Tennyson Ave. Victoria BC V8Z 3P3 Phone: 250-475-2425 Fax: 250-475-2597

DATE 2/11/2015
Quotation # ITQ-004389-1

Quotation For: Company Name: The Ministry of Justice Attention to: Len Trapler Address: 2261 Keating X-Road City/Postal Code: Saanichton / V8W9J1 Phone: 250-387-7300 Email: N / A	Prepared By: Rep Name: Dave Dalby Contact #: 250-475-2425 Email Address: davedalby@vcmobile.com Quotation valid until: 90 Days
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ORDER DESCRIPTION: Satellite communications equipment

QTY	PART #	RQ #	DESCRIPTION	UNIT PRICE	AMOUNT
				s.21	
30	Iridium 9555		Iridium 9555 Satellite Phone		
30	Activation Fees		Activation Fees		
30	Sim Card		Iridium Sim Card (Included with the activation fee)		
1	Delivery		Delivery to 2261 Keating X-Road		

COMMENTS: Thank you for your consideration

If you have any questions or concerns regarding this quotation, please contact the preparing VMR representative.



Ministry of Justice

Invitation to Quote Number: ITQ-004389-1

30 Satellite Phones (Victoria, BC)

Closing Date & Time - February 11, 2015 - 2:00 PM Pacific Time

Addendum

Submitted By:

Ralph's Radio Ltd.

815 View Street

Victoria, British Columbia

V8W 1K1

Tim Rurak, Vice President

Tel: 877-629-6833

Email: tim@ralphs.ca

RECEIVED AFTER CLOSING TIME
BY
PURCHASING SERVICES

Forward Statement

Ralph's Radio Ltd. is pleased to be submitting this proposal to provide Iridium satellite telephone voice services to the Ministry of Justice employees and offices. We are a well-established and diverse company that is more than capable of meeting the Invitation to Quote requirements. We presently provide service to many government departments and corporations with identical requirements.

Ralph's Radio Ltd. is in its 66th year in business and is owned by brothers Dave and Tim Rurak. It has 28 employees based in 2 locations, 815 View St., Victoria and 220 East 1st. Ave., Vancouver, British Columbia.

Ralph's Radio Ltd. is a sales and service provider for Globalstar, Iridium and Inmarsat voice and data satellite networks.

Recommendation

Based on this Invitation to Quote specifications and requirements we have specified the Globalstar Satellite network and the Globalstar GSP-1700 portable satellite telephone.

Invitation to Quote Requirements – Specifications

ITQ Specification	Meet Specification	Notes
Handset weight: 250g maximum	Yes - exceeded	200 grams
With digital voice clarity	Yes	CDMA digital voice quality
Battery with minimum 4 hour talk time	Yes	Standby Time: up to 36 hours Talk Time: 4 hours Battery: 3.7V, 2600mAh
Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)	Yes	
Satellite network coverage area for all of BC	Yes	
Device ability to provide for other network services such as: SMS, Internet access	Yes	
North America dialing system	Yes	
Includes User Manual (hard copy)	Yes	Hard copy Quick Start Guide and CD ROM also included
Includes Carrying Case	Yes	Soft case with belt attachment

Ministry of Justice - ITQ-004389-1

Invitation to Quote Requirements – Additional

- 1) State all applicable operating costs including: (Note: costs will be included in price evaluation)
- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
 - Cancellation terms and associated fees

- **Response**

The operating costs are in the table below. s.21
s.21

s.21

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

- Response

Ralph's Radio Ltd.'s Victoria, B.C. location will provide a minimum of 5 in-person training sessions for up to 20 participants in the greater Victoria area. Additionally Ralph's Radio Ltd.'s Vancouver, B.C. location can provide the same for the greater Vancouver area. For areas outside of the greater Victoria and Vancouver areas, Ralph's Radio Ltd. will provide web-based training.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

- Response

End user telephone and Email support will be provided by Ralph's Radio Ltd. Monday to Friday during the hours 8:30 AM to 5:30 PM

Contact Phone # - 250-386-7100

Contact Email Address - victoria@ralphs.ca

Initial response times are usually immediate and well within 1 hour.

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

- Response

Item Number	Description	Price
GPB-1700	GSP-1700 Lithium Ion Battery	s.21
GVC-1700	GSP-1700 Vehicle Charging Adapter	
GWC-1700	GSP-1700A Wall Charger, North American Cord	
GAC-1700	GSP-1700 Auxiliary Battery Charger	
GDK-1700-CA	GSP 1700 DATA KIT- CABLE	
GNC-1700	GSP-1700 Nylon Carry Case with Quick Release Swivel Clip	
GNP-1700	GSP-1700 Nylon Pouch with Embroidered Logo	
GRC-1700	GSP-1700 Leather Ruggedized Carrying Case	
GSP-1700-PROTECT-CASE	Protective Case for GSP-1700 phone, car charging, wall charging, and Battery	
GIC-1700	International Cord Kit (6 cords: North America, Australia, China, Argentina, UK & Europe)	

GPKD-1700	Transportable Car Kit for GSP-1700 (includes GAT-17MP antenna and GPH-1700 Privacy Handset)
GIK-1700-HX	GSP-1700 Vehicle Installation Kit, Hands-free, with Magnetic Mount Helix Antenna. Note: HX – recommended for use North of 50 deg.
GIK-1700-MP	GSP-1700 Vehicle Installation Kit, Hands-free, with Active Magnetic Patch. Note: MP – recommended for use South of 50 deg.
GIK-1700-MR	GSP-1700 Vehicle Installation Kit, Hands-free, with Marine Helix Antenna. Note: MR – recommended for all Maritime installations

WARRANTY: Provide Details of Warranty offered:

- **Response**

Ralph's Radio Ltd. will service support for telephones and accessories that are under warranty and not in warranty. Please see Globalstar Canada Satellite Telephone and Accessories Warranty at the end of this Addendum for warranty details.

DELIVERY:

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: _____

- **Response**

Delivery for the 30 telephones and accessories will be 5 calendar days after receipt of order. Shipping will be the same day for orders up to 5 telephones or accessories received by 2:00 PM.

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

- **Response**

Yes - Pricing includes all shipping cost of telephone(s) to all cities in British Columbia

Price must include any applicable environmental fees/levies

- **Response**

Yes -- Pricing includes all environmental fees/levies

Must be supplied by an authorized reseller/distributor

- **Response**

Yes – Ralph's Radio Ltd. was one of Globalstar's first authorised resellers in Canada

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

- **Response**

Yes - Acknowledged

Globalstar Canada Satellite Telephone and Accessories Warranty :

Page 1 of 2

Globalstar Canada Satellite Telephone and Accessories Warranty

AA-00251

GLOBALSTAR Canada Satellite Co. (herein after referred to as GLOBALSTAR) hereby warrants, subject to the conditions herein below set forth in paragraphs numbered "1" through "8", that should this product become defective by reason of improper workmanship or material during the specified warranty period(s), an authorized GLOBALSTAR Service Centre will repair the same affecting all necessary parts replacement, without charge for either parts or labour.

- 1 For a period of one (1) year from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected satellite telephone without charge for parts or labour.
- 2 For a period of one (1) year from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected accessory(ies) (i.e. cables, car kits, cords, casings, and straps), without charge for parts or labour.
- 3 For a period of six (6) months from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected battery(ies), without charge for parts or labour, provided that such express warranty for batteries is not valid if, (i) the batteries are charged by other than GLOBALSTAR-approved battery chargers specified for the battery type, (ii) any other seals on the battery are broken or show evidence of tampering or, (iii) the battery is used in equipment other than the satellite telephone product for which it is specified.
- 4 This warranty applies to the product from the original date of purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer. The owner must furnish proof of original purchase to receive any service from the authorized GLOBALSTAR Service Centre. Further, this warranty does not cover the cost of removal or reinstallation or costs associated with the operation of this unit or any other charges levied by the provider of satellite service; any damage due to accident, misuse, abuse or negligence; any damage suffered through environmental conditions, improper testing, maintenance, operation, installation, adjustment or any alteration or modification of any kind; breakage or damage to antenna unless caused directly by defects in material or workmanship.
- 5 The serial number on the unit must not have been altered or removed. The unit must not have been operated contrary to the instructions contained in the owner's manual or by the applicable government body regulating and governing the use of such radio communications equipment, or used as a rental unit at any time prior to or after original purchase at retail. The opinion of GLOBALSTAR with respect to this matter shall be final.
- 6 The unit must be shipped prepaid, or delivered to one of the authorized GLOBALSTAR Service Centres in Canada in either its original package or similar package affording an equal degree of protection and with instructions indicating a location within Canada to which the unit must be returned. The repaired unit will be returned prepaid to the customer's authorized GLOBALSTAR Dealer. All accessories that are enclosed with the unit must be individually listed on the packing slip for the shipping documentation. Neither GLOBALSTAR nor the authorized GLOBALSTAR Service Centre shall have any liability whatsoever for loss or damage to such accessories if they are not listed. Defective accessories should be returned to the authorized GLOBALSTAR Service Centre as a separate repair item.
- 7 This warranty does not extend to broken or damaged cabinets, accessories (except as provided herein), exposed antenna, and to parts wearing out due to normal wear and tear. This warranty does not cover regular product maintenance such as cleaning, lubrication, or check-ups.

This warranty is valid only in Canada for products purchased from GLOBALSTAR or authorized GLOBALSTAR Dealers.

8. This warranty does not cover: (a) Defects or damage resulting from use of the equipment in other than its normal and customary manner, (b) Defects or damage resulting from misuse, accident, or neglect, (c) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment, (d) Breakage or damage to antennas unless caused directly by defects in material or workmanship, (e) Equipment disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim, (f) Equipment which has had the serial number removed or made illegible, (g) Defects or damage due to spills of food or liquids, (h) Control unit cords that are stretched or have the eight(8)-pin modular tab broken, (i) All plastic surfaces and all other externally exposed parts that are scratched or damaged due to Customer normal use, (j) Leather accessories, specifically carrying cases and briefcases (which are covered under a separate manufacturer's warranties), (k) Products rented on a month to month basis, (l) The control unit keypad assembly, control unit displays, and control unit coil cords and inter-cabling are not covered after the first year from purchase or activation.
9. This warranty does not extend to persons other than the original purchaser who purchases the satellite telephone or accessory from GLOBALSTAR or an authorized GLOBALSTAR Dealer.
10. General provisions: This warranty sets forth GLOBALSTAR's responsibilities regarding the equipment. Repair, replacement, or refund of the purchase price, at GLOBALSTAR's option is the Customer's exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU

Globalstar Canada Satellite Telephone and Accessories Warranty : Globalstar FAQ

Page 2 of 2

OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, IN NO EVENT SHALL GLOBALSTAR BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT, OR FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS THE CELLULAR CARRIER IS NOT CONTROLLED BY GLOBALSTAR, NO WARRANTY IS MADE AS TO, AND GLOBALSTAR ASSUMES NO RESPONSIBILITY AND LIABILITY FOR THE CARRIER'S RANGE, COVERAGE, DESIGN, GRADE OF SERVICE, AUDIO QUALITY, EQUIPMENT COMPATIBILITY, SYSTEM DOWN-TIME, OR BILLING PRACTICES.

11. This warranty gives the customer specific legal rights and the customer may have other rights that vary province to province.

Except to the extent prohibited by applicable law, no other warranties, whether express or implied, including warranties or merchantability and fitness for a particular purpose, shall apply to this unit; under no circumstances shall GLOBALSTAR nor the authorized GLOBALSTAR Service Centre be liable for consequential damages sustained in connection with said unit and GLOBALSTAR neither assumes nor authorizes any representative or other person to assume for it any obligation or liability other than such as expressly set forth herein.

For warranty service, please return the product with receipt of purchase to your Authorized GLOBALSTAR dealer. They will arrange for your GLOBALSTAR product to be serviced or call our Customer Care Centre at 1-877-GLBLSTAR (1-877-452-5782) for more details.

Ministry of Justice - ITQ-004389-1



Fax Cover

Ministry of Justice

Invitation to Quote Number: ITQ-004389-1

30 Satellite Phones (Victoria, BC)

Closing Date & Time - February 11, 2015 - 2:00 PM Pacific Time

Submitted by Fax - (250) 387-7309

Purchasing Agent - Trapler, Len

Page 1 of 10

Submitted By:

Ralph's Radio Ltd.

815 View Street

Victoria, British Columbia

V8W 1K1

Tim Rurak, Vice President

Tel: 877-629-6833

Email: tim@ralphs.ca

Ministry of Justice - ITQ-004389-1

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Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 1 of 4
Issued: 2015/02/05

Solicitation Number ITQ-004389-1
Original Publish Date 2015/02/03
Amendment Published 2015/02/05
Close Date & Time 2015/02/11 14:00
Time Zone Pacific Time
All dates are yyyy/mm/dd

Legal Company Name Ralph's Radio Ltd.

DBA(if applicable) _____

Address 815 View StreetCity Victoria Prov B.C. Postal V8W 1K1Supplier # (if known) Not known 912782 003Phone 250-386-7100 Fax 250-386-4848

Print/Submit completed form. Must be
received before closing date/time at
Procurement Services Branch
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W6

Location 3rd floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

NO BIDS AFTER CLOSING TIME
AT
PURCHASING SERVICES

***** ADDENDUM #1 (February 5, 2015) *****

THE FOLLOWING QUESTIONS AND ANSWERS FORM PART OF THIS ITQ:

QUESTION 1) What kind of airtime plan is required: Annual? Monthly? Or do we list all monthly and annual options and their terms, costs and associated fees?

ANSWER: Yes, please provide monthly and annual options with all terms, costs and associated fees.

QUESTION 2) Re: Carrying Case: Do you require a hardened case with a customized protective foam insert (Pelican brand or equivalent)?

ANSWER: A hard (Pelican type) case is not required. A user belt attachment or soft case is preferred.

Bids may be submitted by fax. Bids or proposals submitted by e-mail cannot be accepted in response to this Invitation to Quote. Bids submitted by e-mail will not be considered.

Note: Any changes or updated information regarding this ITQ/Bid Opportunity will only be posted on the BC Bid website at <http://www.bcbid.ca>. Bidder(s) are advised to check the

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
 This is NOT an Order

Page 2 of 4

Issued: 2015/02/05

Solicitation Number ITQ-004389
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website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	30	Each	Handheld Satellite phone	30	s.21	

SPECIFICATIONS:

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

1) State all applicable operating costs including: (Note: costs will be included in price evaluation)

- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
- Cancellation terms and associated fees

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

WARRANTY: Provide Details of Warranty offered:

DELIVERY:

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 3 of 4
Issued: 2015/02/05

Solicitation Number
ITQ-004389

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: 5 days - See Addendum

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

Price must include any applicable environmental fees/levies

Must be supplied by an authorized reseller/distributor

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Ship To:
Ministry of Justice
2261 Keating X-Road
Saanichton, BC V8W 9J1

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER s.21
The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties.
Pricing will be firm for 90 days unless otherwise specified by the supplier.

GROSS TOTAL
DEDUCT DISCOUNTS
SUB TOTAL
ADD GST/HST
ADD PST
NET TOTAL

Authorized Official (please print) TIM RURAK
Signature [Signature] Date FEB 11, 2015

2015-02-11 22:03:56 (GMT)

Invitation to Quote Terms and Conditions

1. Quotations will be marked with their receipt time at the closing location. Only complete quotations received and marked before closing time will be considered to have been received on time. Hard copies of late quotations will not be accepted or considered. Electronic quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the quotation receipt time as recorded at the closing location shall prevail whether accurate or not.
2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.
3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.
5. The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
6. Lowest or any quotation will not necessarily be accepted.
7. Potential suppliers must refer to the ITQ number in all correspondence.
8. Potential suppliers must comply with all applicable laws.
9. The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.
10. Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.
11. All inquiries related to this ITQ are to be directed to the Province, at the Purchasing Services as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Do not contact the Ministry/Agency involved. Inquiries and responses may be distributed to all potential suppliers at the Province's option.
12. All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. The Province will routinely release the name of the successful supplier, and total Purchase Order value. For further information about Freedom of Information please contact (250) 387-7300.
13. The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.
14. The working language of the British Columbia Government is English and all quotations must be submitted in English.

Purchase Order Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
 2. The Contractor must promptly notify the Province, at the Purchasing Services as noted on the ITQ if the order cannot be filled.
 3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
 4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
 5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
 6. The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
 7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
 8. The Agreement is governed by the laws of the Province of British Columbia.
 9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
 10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
 11. Time will be of the essence in this Agreement.
 12. The Contractor must comply with all applicable laws in providing the goods/services specified.
 13. Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
 14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:
- All disputes arising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.
- The place of arbitration will be Vancouver, British Columbia, Canada.

Ministry of Justice - ITQ-004389-1



Fax Cover

Ministry of Justice

Invitation to Quote Number: ITQ-004389-1

30 Satellite Phones (Victoria, BC)

Closing Date & Time - February 11, 2015 - 2:00 PM Pacific Time

Submitted by Fax - (250) 387-7309

Purchasing Agent - Trapler, Len

Page 1 of 10

Submitted By:

Ralph's Radio Ltd.

815 View Street

Victoria, British Columbia

V8W 1K1

Tim Rurak, Vice President

Tel: 877-629-6833

Email: tim@ralphs.ca

Ministry of Justice - ITQ-004389-1

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Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 1 of 4
Issued: 2015/02/05

Solicitation Number ITQ-004389-1
Original Publish Date 2015/02/03
Amendment Published 2015/02/05
Close Date & Time 2015/02/11 14:00
Time Zone Pacific Time
All dates are yyyy/mm/dd

Legal Company Name Ralph's Radio Ltd.
DBA(if applicable) _____
Address 815 View Street
City Victoria Prov B.C. Postal V8W 1K1
Supplier # (if known) Not known
Phone 250-386-7100 Fax 250-386-4848

Print/Submit completed form. Must be
received before closing date/time at
Procurement Services Branch
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W6

Location 3rd floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

RECEIVED AFTER CLOSING TIME
AT
PURCHASING SERVICES

***** ADDENDUM #1 (February 5, 2015) *****

THE FOLLOWING QUESTIONS AND ANSWERS FORM PART OF THIS ITQ:

QUESTION 1) What kind of airtime plan is required: Annual? Monthly? Or do we list all monthly and annual options and their terms, costs and associated fees?

ANSWER: Yes, please provide monthly and annual options with all terms, costs and associated fees.

QUESTION 2) Re: Carrying Case: Do you require a hardened case with a customized protective foam insert (Pelican brand or equivalent)?

ANSWER: A hard (Pelican type) case is not required. A user belt attachment or soft case is preferred.

Bids may be submitted by fax. Bids or proposals submitted by e-mail cannot be accepted in response to this Invitation to Quote. Bids submitted by e-mail will not be considered.

Note: Any changes or updated information regarding this ITQ/Bid Opportunity will only be posted on the BC Bid website at <http://www.bcbid.ca>. Bidder(s) are advised to check the

Continued...

Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
 This is NOT an Order

Page 2 of 4

Issued: 2015/02/05

Solicitation Number ITQ-004389
--

website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	30	Each	Handheld Satellite phone	30	s.21	

SPECIFICATIONS:

- Handset weight: 250g maximum
- With digital voice clarity
- Battery with minimum 4 hour talk time
- Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)
- Satellite network coverage area for all of BC
- Device ability to provide for other network services such as: SMS, Internet access
- North America dialing system
- Includes User Manual (hard copy)
- Includes Carrying Case

ADDITIONAL REQUIREMENTS:

1) State all applicable operating costs including: (Note: costs will be included in price evaluation)

- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
- Cancellation terms and associated fees

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

WARRANTY: Provide Details of Warranty offered:

DELIVERY:

Continued...



Invitation to Quote
Ministry of Justice
30 Satellite Phones (Victoria, BC)
This is NOT an Order

Page 3 of 4

Issued: 2015/02/05

Solicitation Number
ITQ-004389

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: 5 days - See Addendum

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

Price must include any applicable environmental fees/levies

Must be supplied by an authorized reseller/distributor

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

Ship To:

Ministry of Justice
2261 Keating X-Road
Saanichton, BC V8W 9J1

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER

s.21

The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties. Pricing will be firm for 90 days unless otherwise specified by the supplier.

GROSS TOTAL

DEDUCT DISCOUNTS

SUB TOTAL

ADD GST/HST

ADD PST

NET TOTAL

Authorized Official (please print)

TIM RURAK

Signature



Date

FEB 11, 2015

2015-02-11 21:54:00 (GMT) 2015-02-11 21:54:00 (GMT)

Invitation to Quote Terms and Conditions

- 1.Quotations will be marked with their receipt time at the closing location. Only complete quotations received and marked before closing time will be considered to have been received on time. Hard copies of late quotations will not be accepted or considered. Electronic quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the quotation receipt time as recorded at the closing location shall prevail whether accurate or not.
- 2.If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.
- 3.When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
- 4.Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.
- 5.The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
- 6.Lowest or any quotation will not necessarily be accepted.
- 7.Potential suppliers must refer to the ITQ number in all correspondence.
- 8.Potential suppliers must comply with all applicable laws.
- 9.The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.
- 10.Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.
- 11.All inquiries related to this ITQ are to be directed to the Province, at the Purchasing Services as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Do not contact the Ministry/Agency involved. Inquiries and responses may be distributed to all potential suppliers at the Province's option.
- 12.All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. The Province will routinely release the name of the successful supplier, and total Purchase Order value. For further information about Freedom of Information please contact (250) 387-7300.
- 13.The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.
- 14.The working language of the British Columbia Government is English and all quotations must be submitted in English.

Purchase Order Terms and Conditions

- 1.The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
- 2.The Contractor must promptly notify the Province, at the Purchasing Services as noted on the ITQ if the order cannot be filled.
- 3.The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
- 4.The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
- 5.The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
- 6.The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
- 7.The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
- 8.The Agreement is governed by the laws of the Province of British Columbia.
- 9.Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 136, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 10.The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
- 11.Time will be of the essence in this Agreement.
- 12.The Contractor must comply with all applicable laws in providing the goods/services specified.
- 13.Payment terms are subject to the Province of British Columbia's Interest on overdue accounts payable regulations.
- 14.The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:
All disputes rising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.
The place of arbitration will be Vancouver, British Columbia, Canada.



Ministry of Justice

Invitation to Quote Number: ITQ-004389-1

30 Satellite Phones (Victoria, BC)

Closing Date & Time - February 11, 2015 - 2:00 PM Pacific Time

Addendum

Submitted By:

Ralph's Radio Ltd.

815 View Street

Victoria, British Columbia

V8W 1K1

Tim Rurak, Vice President

Tel: 877-629-6833

Email: tim@ralphs.ca

Forward Statement

Ralph's Radio Ltd. is pleased to be submitting this proposal to provide Iridium satellite telephone voice services to the Ministry of Justice employees and offices. We are a well-established and diverse company that is more than capable of meeting the Invitation to Quote requirements. We presently provide service to many government departments and corporations with identical requirements.

Ralph's Radio Ltd. is in its 66th year in business and is owned by brothers Dave and Tim Rurak. It has 28 employees based in 2 locations, 815 View St., Victoria and 220 East 1st. Ave., Vancouver, British Columbia.

Ralph's Radio Ltd. is a sales and service provider for Globalstar, Iridium and Inmarsat voice and data satellite networks.

Recommendation

Based on this Invitation to Quote specifications and requirements we have specified the Globalstar Satellite network and the Globalstar GSP-1700 portable satellite telephone.

Invitation to Quote Requirements – Specifications

ITQ Specification	Meet Specification	Notes
Handset weight: 250g maximum	Yes - exceeded	200 grams
With digital voice clarity	Yes	CDMA digital voice quality
Battery with minimum 4 hour talk time	Yes	Standby Time: up to 36 hours Talk Time: 4 hours Battery: 3.7V, 2600mAh
Charging capabilities must include: Wall/120 VAC, USB and 12 Volt DC (car charger)	Yes	
Satellite network coverage area for all of BC	Yes	
Device ability to provide for other network services such as: SMS, Internet access	Yes	
North America dialing system	Yes	
Includes User Manual (hard copy)	Yes	Hard copy Quick Start Guide and CD ROM also included
Includes Carrying Case	Yes	Soft case with belt attachment

Ministry of Justice - ITQ-004389-1

Invitation to Quote Requirements – Additional

1) State all applicable operating costs including: (Note: costs will be included in price evaluation)

- Activation, monthly, and per-minute for a 2 year term (provide all plan details)
- Cancellation terms and associated fees

- **Response**

The operating costs are in the table below. s.21

s.21

s.21

2) Initial user device orientation:

Up to 5 training sessions in the Victoria area with a maximum of 20 participants over the 2 year term. Remote webinar based training for areas outside Victoria will be considered.

- **Response**

Ralph's Radio Ltd.'s Victoria, B.C. location will provide a minimum of 5 in-person training sessions for up to 20 participants in the greater Victoria area. Additionally Ralph's Radio Ltd.'s Vancouver, B.C. location can provide the same for the greater Vancouver area. For areas outside of the greater Victoria and Vancouver areas, Ralph's Radio Ltd. will provide web-based training.

3) End user support (phone support) for 2 year term - including, at a minimum:

- Contact phone #
- Contact email address
- Initial response time of less than 2 hours

- **Response**

End user telephone and Email support will be provided by Ralph's Radio Ltd. Monday to Friday during the hours 8:30 AM to 5:30 PM

Contact Phone # - 250-386-7100

Contact Email Address - victoria@ralphs.ca

Initial response times are usually immediate and well within 1 hour.

4) List all available accessories and pricing (Note: costs will NOT be included in price evaluation)

- **Response**

Item Number	Description	Price
GPB-1700	GSP-1700 Lithium Ion Battery	s.21
GVC-1700	GSP-1700 Vehicle Charging Adapter	
GWC-1700	GSP-1700A Wall Charger, North American Cord	
GAC-1700	GSP-1700 Auxiliary Battery Charger	
GDK-1700-CA	GSP 1700 DATA KIT- CABLE	
GNC-1700	GSP-1700 Nylon Carry Case with Quick Release Swivel Clip	
GNP-1700	GSP-1700 Nylon Pouch with Embroidered Logo	
GRC-1700	GSP-1700 Leather Ruggedized Carrying Case	
GSP-1700-PROTECT-CASE	Protective Case for GSP-1700 phone, car charging, wall charging, and Battery	
GIC-1700	International Cord Kit (6 cords: North America, Australia, China, Argentina, UK & Europe	

GPDK-1700	Transportable Car Kit for GSP-1700 (includes GAT-17MP antenna and GPH-1700 Privacy Handset)	s.21
GIK-1700-HX	GSP-1700 Vehicle Installation Kit, Hands-free, with Magnetic Mount Helix Antenna. Note: HX – recommended for use North of 50 deg.	
GIK-1700-MP	GSP-1700 Vehicle Installation Kit, Hands-free, with Active Magnetic Patch. Note: MP – recommended for use South of 50 deg.	
GIK-1700-MR	GSP-1700 Vehicle Installation Kit, Hands-free, with Marine Helix Antenna. Note: MR – recommended for all Maritime installations	

WARRANTY: Provide Details of Warranty offered:

- **Response**

Ralph's Radio Ltd. will service support for telephones and accessories that are under warranty and not in warranty. Please see Globalstar Canada Satellite Telephone and Accessories Warranty at the end of this Addendum for warranty details.

DELIVERY:

Goods are required on or before March 11, 2015, State firm delivery, in calendar days, after receipt of order: _____

- **Response**

Delivery for the 30 telephones and accessories will be 5 calendar days after receipt of order. Shipping will be the same day for orders up to 5 telephones or accessories received by 2:00 PM.

Pricing to be FOB destination, all delivery and duty/brokerage (if applicable) charges to be included in the total cost.

- **Response**

Yes - Pricing includes all shipping cost of telephone(s) to all cities in British Columbia

Price must include any applicable environmental fees/levies

- **Response**

Yes – Pricing includes all environmental fees/levies

Must be supplied by an authorized reseller/distributor

- **Response**

Yes – Ralph's Radio Ltd. was one of Globalstar's first authorised resellers in Canada

QUANTITY: The Province reserves the right to purchase up to an additional 70 units from the Successful Supplier over a 2 year term. Price of any additional units will be confirmed at time of order.

- **Response**

Yes - Acknowledged

Globalstar Canada Satellite Telephone and Accessories Warranty :

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Globalstar Canada Satellite Telephone and Accessories Warranty

AA-00251

GLOBALSTAR Canada Satellite Co. (herein after referred to as GLOBALSTAR) hereby warrants, subject to the conditions herein below set forth in paragraphs numbered "1" through "8", that should this product become defective by reason of improper workmanship or material during the specified warranty period(s), an authorized GLOBALSTAR Service Centre will repair the same affecting all necessary parts replacement, without charge for either parts or labour.

- 1 For a period of one (1) year from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected satellite telephone without charge for parts or labour.
- 2 For a period of one (1) year from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected accessory(ies) (i.e. cables, car kits, cords, casings, and straps), without charge for parts or labour.
- 3 For a period of six (6) months from original purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer, a GLOBALSTAR Service Centre will repair the affected battery(ies), without charge for parts or labour, provided that such express warranty for batteries is not valid if, (i) the batteries are charged by other than GLOBALSTAR-approved battery chargers specified for the battery type, (ii) any other seals on the battery are broken or show evidence of tampering or, (iii) the battery is used in equipment other than the satellite telephone product for which it is specified.
- 4 This warranty applies to the product from the original date of purchase from GLOBALSTAR or an authorized GLOBALSTAR Dealer. The owner must furnish proof of original purchase to receive any service from the authorized GLOBALSTAR Service Centre. Further, this warranty does not cover the cost of removal or reinstallation or costs associated with the operation of this unit or any other charges levied by the provider of satellite service; any damage due to accident, misuse, abuse or negligence; any damage suffered through environmental conditions, improper testing, maintenance, operation, installation, adjustment or any alteration or modification of any kind; breakage or damage to antenna unless caused directly by defects in material or workmanship.
- 5 The serial number on the unit must not have been altered or removed. The unit must not have been operated contrary to the instructions contained in the owner's manual or by the applicable government body regulating and governing the use of such radio communications equipment, or used as a rental unit at any time prior to or after original purchase at retail. The opinion of GLOBALSTAR with respect to this matter shall be final.
- 6 The unit must be shipped prepaid, or delivered to one of the authorized GLOBALSTAR Service Centres in Canada in either its original package or similar package affording an equal degree of protection and with instructions indicating a location within Canada to which the unit must be returned. The repaired unit will be returned prepaid to the customer's authorized GLOBALSTAR Dealer. All accessories that are enclosed with the unit must be individually listed on the packing slip for the shipping documentation. Neither GLOBALSTAR nor the authorized GLOBALSTAR Service Centre shall have any liability whatsoever for loss or damage to such accessories if they are not listed. Defective accessories should be returned to the authorized GLOBALSTAR Service Centre as a separate repair item.
- 7 This warranty does not extend to broken or damaged cabinets, accessories (except as provided herein), exposed antenna, and to parts wearing out due to normal wear and tear. This warranty does not cover regular product maintenance such as cleaning, lubrication, or check-ups.

This warranty is valid only in Canada for products purchased from GLOBALSTAR or authorized GLOBALSTAR Dealers.

8. This warranty does not cover: (a) Defects or damage resulting from use of the equipment in other than its normal and customary manner, (b) Defects or damage resulting from misuse, accident, or neglect, (c) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment, (d) Breakage or damage to antennas unless caused directly by defects in material or workmanship, (e) Equipment disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim, (f) Equipment which has had the serial number removed or made illegible, (g) Defects or damage due to spills of food or liquids, (h) Control unit cords that are stretched or have the eight(8)-pin modular tab broken, (i) All plastic surfaces and all other externally exposed parts that are scratched or damaged due to Customer normal use, (j) Leather accessories, specifically carrying cases and briefcases (which are covered under a separate manufacturer's warranties), (k) Products rented on a month to month basis, (l) The control unit keypad assembly, control unit displays, and control unit coil cords and inter-cabling are not covered after the first year from purchase or activation.
9. This warranty does not extend to persons other than the original purchaser who purchases the satellite telephone or accessory from GLOBALSTAR or an authorized GLOBALSTAR Dealer.
10. General provisions: This warranty sets forth GLOBALSTAR's responsibilities regarding the equipment. Repair, replacement, or refund of the purchase price, at GLOBALSTAR's option is the Customer's exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU

Globalstar Canada Satellite Telephone and Accessories Warranty : Globalstar FAQ

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OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, IN NO EVENT SHALL GLOBALSTAR BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT, OR FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS THE CELLULAR CARRIER IS NOT CONTROLLED BY GLOBALSTAR, NO WARRANTY IS MADE AS TO, AND GLOBALSTAR ASSUMES NO RESPONSIBILITY AND LIABILITY FOR THE CARRIER'S RANGE, COVERAGE, DESIGN, GRADE OF SERVICE, AUDIO QUALITY, EQUIPMENT COMPATIBILITY, SYSTEM DOWN-TIME, OR BILLING PRACTICES.

11. This warranty gives the customer specific legal rights and the customer may have other rights that vary province to province.

Except to the extent prohibited by applicable law, no other warranties, whether express or implied, including warranties or merchantability and fitness for a particular purpose, shall apply to this unit; under no circumstances shall GLOBALSTAR nor the authorized GLOBALSTAR Service Centre be liable for consequential damages sustained in connection with said unit and GLOBALSTAR neither assumes nor authorizes any representative or other person to assume for it any obligation or liability other than such as expressly set forth herein.

For warranty service, please return the product with receipt of purchase to your Authorized GLOBALSTAR dealer. They will arrange for your GLOBALSTAR product to be serviced or call our Customer Care Centre at 1-877-GLBLSTAR (1-877-452-5782) for more details.

