

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

| | | |
|--|--|--|
| Title - Sujet LTE DRIVE TEST TOOL SOFTWARE SOL. | | |
| Solicitation No. - N° de l'invitation U6800-141822/A | Date 2014-12-15 | |
| Client Reference No. - N° de référence du client U6800-141822 | | |
| GETS Reference No. - N° de référence de SEAG PW-\$EEM-039-28267 | | |
| File No. - N° de dossier 039eem.U6800-141822 | CCC No./N° CCC - FMS No./N° VME | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-23 | | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | | |
| Address Enquiries to: - Adresser toutes questions à: Wong(eem), Vincent | | Buyer Id - Id de l'acheteur 039eem |
| Telephone No. - N° de téléphone (819) 956-3769 () | | FAX No. - N° de FAX (819) 953-3703 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF INDUSTRY CANADA 3701 CARLING AVE P.O.BOX 11490 STATION H OTTAWA Ontario K2H8S2 Canada | | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Mainframe & Business Software Procurement Division /
Div des achats des ordi principaux et des logiciels de
gestion
11 Laurier St. / 11, rue Laurier
4C1, Place du Portage III
Gatineau
Quebec
K1A 0S5

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

BID SOLICITATION FOR
LONG-TERM EVOLUTION (LTE) DRIVE TEST TOOL SOFTWARE SOLUTION
FOR
COMMUNICATIONS RESEARCH CENTRE CANADA

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Improvement of Requirement During Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions
- 3.2 Section I: Technical Bid
- 3.3 Section II: Financial Bid
- 3.4 Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Technical Evaluation
- 4.3 Financial Evaluation
- 4.4 Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1 Certifications Precedent to Contract Award
- 5.2 Additional Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Requirement
- 6.2 Optional Goods and/or Services
- 6.3 Standard Clauses and Conditions
- 6.4 Security Requirement
- 6.5 Contract Period
- 6.6 Delivery Date
- 6.7 Authorities
- 6.8 Payment
- 6.9 Invoicing Instructions
- 6.10 Certifications
- 6.11 Applicable Laws
- 6.12 Priority of Documents
- 6.13 Insurance Requirements
- 6.14 Limitation of Liability - Information Management/Information Technology
- 6.15 Joint Venture Contractor
- 6.16 Licensed Software
- 6.17 Licensed Software Maintenance and Support
- 6.18 Safeguarding Electronic Media
- 6.19 Termination for Convenience

List of Annexes:

Annex A - Statement of Requirement

Annex B - Basis of Payment

Forms:

Form 1 - Bidder Submission Form

Form 2 - Substantiation of Technical Compliance Form

Form 3 - Software Publisher Certification Form

Form 4 - Software Publisher Authorization Form

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Requirement and the Basis of Payment.

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of the Communications Research Centre Canada (the "Client") for a commercial off-the-shelf multifunction Long-Term Evolution (LTE) Drive Test Tool Software Solution, inclusive of acquisition and analysis functions, and associated maintenance and support. It is intended to result in the award of a contract for one year, plus two irrevocable option periods of one-year each allowing Canada to extend the term of the contract.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 or 2004, whichever is applicable to this bid solicitation.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: ninety (90) days

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Note to Bidders:

A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.

2.5 Improvement of Requirement During Solicitation Period

If bidders consider that the specifications or Statement of Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (1 hard copy and 1 soft copy on CD, DVD or USB key)
- (ii) Section II: Financial Bid (1 hard copy and 1 soft copy on CD, DVD or USB key)
- (iii) Section III: Certifications (1 hard copy and 1 soft copy on CD, DVD or USB key)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

- (b) Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

- (c) Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Bid

- (a)** In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid should address clearly and in sufficient depth the points that

are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

(b) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Form "1" with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Form "2", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of Form "2", where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iii) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary software and associated peripherals, and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No

bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

(d) SACC Manual Clauses

- (i) C3011T (2013-11-06), Exchange Rate Fluctuation

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

(a) Mandatory Technical Criteria

- (i) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.
- (iii) The mandatory requirements are described in Annex A.

(b) Proof of Proposal Test for Top-Ranked Bid:

- (i) Through the Proof of Proposal (PoP) test, Canada may test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex A, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Annex A (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test.

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- (ii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 10 working days to make the proposed solution available to the Client. The Solution must be complete and functional at that point in time. Canada will then conduct the PoP test. Up to 2 representative of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 10 working days.
 - (iii) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. If the bid is disqualified as a result of the PoP test, Canada will reassess the ranking of all bidders.
 - (iv) In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.
 - (v) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price as follows:

The unit price for Item No. 1 in Table 1 of Annex B; plus
 The unit price for Item No. 2 in Table 1 of Annex B; plus
 The unit price for Option Year 1 of Item No. 1 in Table 2 of Annex B multiplied by an estimated quantity of 1; plus
 The unit price for Option Year 1 of Item No. 2 in Table 2 of Annex B multiplied by an estimated quantity of 2; plus
 The unit price for Option Year 2 of Item No. 1 in Table 2 of Annex B multiplied by an estimated quantity of 1; plus
 The unit price for Option Year 2 of Item No. 2 in Table 2 of Annex B multiplied by an estimated quantity of 3.

The estimated quantities provided herein are for the sole purpose of establishing an evaluation tool and are based on best estimates. They may not reflect actual quantities and do not represent any commitment on the part of Canada.

(b) SACC Manual Clause

- (i) A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.4 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

(a) Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

(b) Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

(a) Software Publisher Certification and Software Publisher Authorization

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- (i) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
 - (ii) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
 - (iii) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

(b) Bidder Certifies that Solution is "Off-the-Shelf"

Any Solution bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that the equipment and software comprising any Solution bid must consist of standard equipment and software that are commercially available and require no further research or development. Together, this equipment and software must form part of an existing Solution with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software comprising the Solution bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that any Solution bid is off-the-shelf.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses apply to and form part of any contract resulting from the bid solicitation.

6.1 Requirement

- (a) _____ (the "Contractor") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirement in accordance with, and at the prices set out in, the Contract. This includes:
 - (i) granting the license to use the Licensed Software described in the Contract;
 - (ii) providing the Software Documentation; and
 - (iii) providing maintenance and support services for the Licensed Software during the Software Support Period.
- (b) **Client:** Under the Contract, the "**Client**" is Communications Research Centre Canada.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
 - (i) any reference to a "**deliverable**" or "**deliverables**" includes the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred);
 - (ii) "**Data**" means any information that is collected, obtained, used in, stored, generated, or produced as a result of the use or access of the Solution by a User.

6.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.3 Standard Clauses and Conditions

- (a) All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>.

(b) General Conditions:

- (i) 2030 (2014-09-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(c) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software; and
 (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

6.4 Security Requirement

There is no security requirement applicable to this Contract.

6.5 Contract Period

- (a) Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends 1 year later; and
 (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) Option to Extend the Contract:

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

6.6 Delivery Date

All the initial deliverables must be received on or before March 31, 2015.

6.7 Authorities**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Name: Vincent Wong
Title: Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch
Software and Shared Systems Procurement Directorate
Address: Place du Portage III, 4C1
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: 819-956-3769
Facsimile: 819-935-3703
E-mail address: Vincent.Wong@tpsgc-pwgsc.gc.ca

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

(b) Client Technical Authority

The Client Technical Authority for the Contract is:

To be determined

In this person's absence, the Technical Authority is:

To be determined

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

(c) Contractor's Representative

Name: _____
Title: _____
Organization: _____

Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

6.8 Payment

(a) Basis of Payment:

- (i) **Licensed Software:** For the license(s) to use the Licensed Software (including delivery and configuration of the Licensed Software and the Software Documentation, in accordance with the Contract, Canada will pay the Contractor the firm price set out in Annex B, (DDP (Incoterms 2010 or 2000) or FOB destination), including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period.
- (ii) **Maintenance and Support for the Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance, the firm price set out in Annex B, (DDP (Incoterms 2010 or 2000) or FOB destination), including all customs duties, Applicable Taxes extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year).
- (iii) **Optional Additional Software Licenses:** For additional licenses for additional Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price per device set out in Annex B, (DDP (Incoterms 2010 or 2000) or FOB destination), including all customs duties, Applicable Taxes extra.
- (iv) **Optional Software Support:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor the firm annual price set out in Annex B, (DDP (Incoterms 2010 or 2000) or FOB destination), including all customs duties, Applicable Taxes extra.
- (v) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

(b) Limitation of Expenditure

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(c) Method of Payment - Licensed Software

Canada will pay the Contractor within 30 days following acceptance or within 30 days of receiving a complete invoice (and any required substantiating documentation), whichever

is later. If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

(d) Method of Payment – Maintenance and Support for the Licensed Software

Canada will make the advance payment to the Contractor for Maintenance and Support for the Licensed Software within 30 days after receiving a complete invoice (and any required substantiating documentation), or within 30 days of any date specified in the Contract for making that advance payment, whichever is later.

If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

The Contractor acknowledges that this is an advance payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the services only after the services have been performed, regardless of whether the payment has already been made. The Contractor agrees that any advance payments authorized and paid under the terms of the Contract are not considered acceptance of the services for which the payment is made. Also, payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

(e) SACC Manual Clauses

- (i) C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.9 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

6.10 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

6.11 Applicable Laws

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

6.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software; and
 - (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- (c) general conditions 2030 (2014-09-25), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

6.13 Insurance Requirements

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

6.14 Limitation of Liability – Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect,

special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability:

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.

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

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) Third Party Claims:

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

6.15 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders:

This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

6.16 Licensed Software

- (a) With respect to the provisions of Supplemental General Conditions 4003:

| | |
|--|--|
| Licensed Software | The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: <i>[this information will be completed at contract award using information in the Contractor's bid]</i> |
| Type of License being Granted | Device License |
| Number of Devices Licensed | 1 |
| Option to Purchase Licenses for Additional Devices | The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex B on the same terms and conditions as the initial Device licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment. |
| Media on which Licensed Software must be Delivered | Internet Download or CD-ROM or USB key |
| Source Code Escrow Required | No |

- (b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed

Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation

6.17 Licensed Software Maintenance and Support

(a) With respect to the provisions of Supplemental General Conditions 4004:

| | |
|---|---|
| Software Support Period | The Software Support Period is the Contract Period. |
| Software Support Period when Additional Licenses added during Contract Period | For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licenses supported under the Contract. |
| Option to Extend Software Support Period | <p>The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 2 additional 12-month periods, exercisable at any time during the Contract Period.</p> <p>The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.</p> |
| Contact Information for Accessing the Contractor's Support Services | <p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone or email communications (with a live service agent) within 2 business days of the initial time of the Client or User's initial communication.</p> <p><i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p> |
| Website | In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to |

| | |
|------------------------------|---|
| | <p>Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.</p> <p><i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p> |
| Language of Support Services | The Support Services must be provided in English. |

6.18 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

6.19 Termination for Convenience

With respect to Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

ANNEX A

STATEMENT OF REQUIREMENT

1.0 Requirement

Communications Research Centre Canada (CRC) has a requirement for a commercial off-the-shelf multifunction Long Term Evolution (LTE) Drive Test Tool Software Solution (the "Solution"), inclusive of acquisition and analysis functions. The Solution is required to deliver, enable and support LTE Drive Test acquisition and analysis functionality and performance requirements as detailed in the Contract.

2.0 Aim, Scope and Priorities

The Solution's acquisition and analysis functions must be separate instances and must operate on the same or on a different hardware platform simultaneously. The Solution is intended to be used on an end-to-end LTE wireless network in support of CRC's ongoing research and development initiatives.

LTE represents the most recent set of specifications for mobile broadband wireless communications. It has become the de facto upgrade path for many commercial wireless operators and is being adopted as the technology of choice for public safety and national defence organizations.

3.0 Goal, Objectives & Purposes

CRC's experimental wireless network provides researchers with a unique environment to develop and evaluate current and future mobile broadband wireless technologies and system architectures that deliver optimal performance in a wide variety of operational environments.

Since research in LTE for both commercial and public safety use is of significance importance, CRC has started building its own commercial grade LTE network within its experimental network and will soon deploy a public safety grade LTE network.

The experimental network presents unique test and evaluation opportunities for CRC and various partner organizations across Canada. As such, the Solution is expected to allow CRC to maximize the use of LTE technology within its networks and support research activities in a wide variety of indoor and outdoor environments.

The Solution will be used to connect to a wide variety of specialised LTE user devices (UEs), both in laboratory and in mobile outdoor environments. This will enable several test and evaluation uses cases on CRC's experimental LTE networks, including: performance benchmarking, network verification, optimization and maintenance, initial radio access tuning and site acceptance and service quality monitoring.

4.0 Operational Environment

The Solution will be used to connect to a wide variety of specialised LTE UEs, one or multiple units at a time, both in laboratory and in mobile outdoor (in-field) environments. This will enable several test and evaluation uses cases on CRC's experimental LTE networks. For laboratory environments, it is expected that both the acquisition and analysis functions of the Solution will be hosted on a networked server(s). For in-field mobile environments, both the acquisition and analysis functions could be hosted on a mobile PC (e.g. laptop) platform(s). CRC will be providing all necessary hardware platforms to host the Solution in addition to the end-to-end LTE networks operating in 3GPP Band Class 13 and 14, including specialized user devices and/or radio frequency scanners.

5.0 Mandatory Minimum Technical Requirements

| Item | Description |
|--------------------------------|--|
| A. General | |
| 1 | The Solution must not require any connectivity to or dependency on externally-hosted server(s) outside of Canada's control for the Solution to function and operate in accordance with the requirements of this Contract. |
| 2 | The Solution must work and operate properly in Windows 7, 64 bit and 32 bit platforms. |
| 3 | The Solution must have an internal mapping view. |
| 4 | The Solution must have an acquisition function and an analysis function that are separate instances. |
| 5 | The Solution must have the acquisition function and the analysis function operate simultaneously on either the same hardware platform or on different hardware platforms. |
| B. Acquisition Function | |
| 1 | The Solution's acquisition function must work with LTE User Equipment (UE) devices that operate in Frequency Division Duplexing (FDD) and Time Division Duplexing (TDD). |
| 2 | The Solution's acquisition function must work with LTE UE devices that operate in 3GPP defined Band Class 13 and Band Class 14 frequencies. |
| 3 | The Solution's acquisition function must work with LTE UE devices of various form factors, including: USB modems and smartphones. |
| 4 | The Solution's acquisition function must work and be compatible with LTE devices that have any of the following chipsets: Qualcomm, GCT, and Altair. |
| 5 | The Solution's acquisition function must measure the performance of protocols, including but not limited to: FTP, HTTP, UDP, TCP, Ping and POP email protocol. |
| 6 | The Solution's acquisition function must log, decode and present real-time analysis of Layer 1 messages and related events collected by the Solution, including: 1. connect, 2. disconnect, 3. handover 4. success/failure, and 5. error messages. |
| 7 | The Solution's acquisition function must log and decode Layer 2 and 3 messages collected by the Solution. |
| 8 | The Solution's acquisition function must reference all Data collected by the Solution to the Solution's internal mapping view using either outdoor coordinates obtained by GPS or indoor coordinates based on reference points (pinpointing) placed onto a geo-referenced image. |
| 9 | The Solution's acquisition function must integrate a geographic information system (GIS) and imagery (e.g. satellite, aerial) overlay application in the Solution's internal mapping view. |
| 10 | The Solution's acquisition function must provide a User-configurable workspace in the Solution's graphical user interface (GUI) for items including: displaying a combination of maps, GPS, throughput, radio frequency (RF) signal, neighbour cell IDs, neighbour signal levels, modulation, coding, CGI, Layer 2 and 3 messages, events and any other Data that is generated or collected by the Solution. |
| 11 | The Solution's acquisition function must provide data rate metric in support of throughput measurements when data is transferred to and from a UE. |
| 12 | The Solution's acquisition function must be compliant and compatible with RF scanners from PCTel's SeeGull EX family: EX Mini, EX and EX+ models. |
| 13 | The Solution's acquisition function must allow a User to build scripts for automated testing and reporting. |
| 14 | The Solution's acquisition function must be compliant and compatible with GPS devices that make use of the National Marine Electronics Association (NMEA) protocol 0183 and that have a USB interface. |
| C. Analysis Function | |

| | |
|----|---|
| 1 | The Solution's analysis function must work with LTE User Equipment (UE) devices that operate in Frequency Division Duplexing (FDD) and Time Division Duplexing (TDD). |
| 2 | The Solution's analysis function must send all Data collected by the Solution to the Solution's internal mapping view for analysis. |
| 3 | The Solution's analysis function must integrate a geographic information system (GIS) and imagery (e.g. satellite, aerial) overlay application in the Solution's internal mapping view. |
| 4 | The Solution's analysis function must support outdoor and indoor (e.g. geocoded image or floor plan) mapping overlay functionality from the Solution's internal mapping view. |
| 5 | The Solution's analysis function must display and filter all levels of signaling messages, including Layer 1, Layer 2 and Layer 3 messages. |
| 6 | The Solution's analysis function must display and filter radio base station statistics generated from Data collected by the Solution for graphical visualization of network performance (e.g. parameters including RSSI, handover performance, connection percentage to a sector, and the percentage of use for each modulation and coding scheme). |
| 7 | The Solution's analysis function must log, translate and decode Data logs, either Solution-generated or imported into the Solution by a User in the following formats: generic text file (.txt), Qualcomm (.DLF & ISF) and PCTel Scanner (.DTF). |
| 8 | The Solution's analysis function must allow a User to create report templates that include any Data generated by the Solution or imported into the Solution by a User. |
| 9 | The Solution's analysis function must display multiple Data logs (Solution-generated or imported into the Solution by a User) within the Solution. |
| 10 | The Solution's analysis function must combine multiple Data logs (Solution-generated or imported into the Solution by a User) into a single log within the Solution. |
| 11 | The Solution's analysis function must automatically generate pre-defined reports (User and/or Solution-generated) from Data collected by the Solution that outline LTE parameters such as RSSI, handover performance, connection percentage to a sector, and the percentage of use for each modulation. |
| 12 | The Solution's analysis function must allow a User to build scripts to automatically load and process new Data, as it becomes available, from a pre-defined folder (locally accessible or shared on a local network) to generate reports. |
| 13 | The Solution's analysis function must allow a User to define custom report parameters based on Data collected from the Solution's acquisition function. |

5.1 Definition

"Data" means any information that is collected, obtained, used in, stored, generated, or produced as a result of the use or access of the Solution by a User.

ANNEX B**BASIS OF PAYMENT**

| TABLE 1 – INITIAL DELIVERABLES | | | | |
|---|---|---|-----------------|-------------------|
| Item No. | Initial Deliverables Description | Part/Model No. or Period (If applicable) | Quantity | Unit Price |
| 1 | Perpetual device license of a Long-Term Evolution (LTE) Drive Test Tool Software Solution, inclusive of acquisition and analysis functions, meeting all of the requirements as detailed in Annex A and the Contract | | 1 | |
| 2 | Annual maintenance and support services for a perpetual device license of a Long-Term Evolution (LTE) Drive Test Tool Software Solution, inclusive of acquisition and analysis functions, meeting all of the requirements as detailed in Annex A and the Contract | | 1 | |
| Software Support Period: 12 months starting from date of Contract Award | | | | |

| TABLE 2 – OPTIONAL DELIVERABLES | | | | | |
|---|--|---|-----------------------------------|---|---|
| Item No. | Optional Deliverables Description | Part/Model No. or Period (If applicable) | Contract Period Unit Price | Option Year 1 Ceiling Unit Price | Option Year 2 Ceiling Unit Price |
| 1 | Optional perpetual device license of a Long-Term Evolution (LTE) Drive Test Tool Software Solution, inclusive of acquisition and analysis functions, meeting all of the requirements as detailed in Annex A and the Contract | Same as Table 1, Item No .1 | | | |
| 2 | Optional annual maintenance and support services for a perpetual device license of a Long-Term Evolution (LTE) Drive Test Tool Software Solution, inclusive of acquisition and analysis functions, meeting all of the requirements as detailed in Annex A and the Contract | Same as Table 1, Item No .2 | | | |
| Software Support Period for Item No. 2: 12 months | | | | | |

Solicitation No. - N° de l'invitation

U6800-141822/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

039eem

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

U6800-141822

039eemU6800-141822

FORM 1

| BIDDER SUBMISSION FORM | |
|--|---------------|
| Bidder's full legal name | |
| Bidder's Procurement Business Number (PBN) | |
| Authorized Representative of the Bidder | Name |
| | Title |
| | Address |
| | Telephone No. |
| | Fax No. |
| | Email |
| PoP Test Technical Support Contact(s) | Name |
| | Telephone No. |
| | Name |
| | Telephone No. |
| Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) | |
| <p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. | |
| Signature of Representative of the Bidder | |
| Date | |

FORM 2

| SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM | | |
|--|-----------------------|--|
| Article of Statement of Requirement that requires substantiation by the Bidder | Bidder Substantiation | Reference to additional Substantiating Materials included in Bid |
| A. General | | |
| 1. The Solution must not require any connectivity to or dependency on externally-hosted server(s) outside of Canada's control for the Solution to function and operate in accordance with the requirements of this Contract. | | |
| 2. The Solution must work and operate properly in Windows 7, 64 bit and 32 bit platforms. | | |
| 3. The Solution must have an internal mapping view. | | |
| 4. The Solution must have an acquisition function and an analysis function that are separate instances. | | |
| 5. The Solution must have the acquisition function and the analysis function operate simultaneously on either the same hardware platform or on different hardware platforms. | | |
| B. Acquisition Function | | |
| 1. The Solution's acquisition function must work with LTE User Equipment (UE) devices that operate in Frequency Division Duplexing (FDD) and Time Division Duplexing (TDD). | | |
| 2. The Solution's acquisition function must work with LTE UE devices that operate in 3GPP defined Band Class 13 and Band Class 14 frequencies. | | |

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| 3. The Solution's acquisition function must work with LTE UE devices of various form factors, including: USB modems and smartphones. | | |
| 4. The Solution's acquisition function must work and be compatible with LTE devices that have any of the following chipsets: Qualcomm, GCT, and Altair. | | |
| 5. The Solution's acquisition function must measure the performance of protocols, including but not limited to: FTP, HTTP, UDP, TCP, Ping and POP email protocol. | | |
| 6. The Solution's acquisition function must log, decode and present real-time analysis of Layer 1 messages and related events collected by the Solution, including: 1. connect, 2. disconnect, 3. handover 4. success/failure, and 5. error messages. | | |
| 7. The Solution's acquisition function must log and decode Layer 2 and 3 messages collected by the Solution. | | |
| 8. The Solution's acquisition function must reference all Data collected by the Solution to the Solution's internal mapping view using either outdoor coordinates obtained by GPS or indoor coordinates based on reference points (pinpointing) placed onto a geo-referenced image. | | |
| 9. The Solution's acquisition function must integrate a geographic information system (GIS) and imagery (e.g. satellite, aerial) overlay application in the Solution's internal mapping view. | | |
| 10. The Solution's acquisition function must | | |

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| provide a User-configurable workspace in the Solution's graphical user interface (GUI) for items including: displaying a combination of maps, GPS, throughput, radio frequency (RF) signal, neighbour cell IDs, neighbour signal levels, modulation, coding, CGI, Layer 2 and 3 messages, events and any other Data that is generated or collected by the Solution. | | |
| 11. The Solution's acquisition function must provide data rate metric in support of throughput measurements when data is transferred to and from a UE. | | |
| 12. The Solution's acquisition function must be compliant and compatible with RF scanners from PCTel's SeeGull EX family: EX Mini, EX and EX+ models. | | |
| 13. The Solution's acquisition function must allow a User to build scripts for automated testing and reporting | | |
| 14. The Solution's acquisition function must be compliant and compatible with GPS devices that make use of the National Marine Electronics Association (NMEA) protocol 0183 and that have a USB interface. | | |
| C. Analysis Function | | |
| 1. The Solution's analysis function must work with LTE User Equipment (UE) devices that operate in Frequency Division Duplexing (FDD) and Time Division Duplexing (TDD). | | |
| 2. The Solution's analysis function must send all Data collected by the Solution to | | |

| the Solution's internal mapping view for analysis. | | | |
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| 3. The Solution's analysis function must integrate a geographic information system (GIS) and imagery (e.g. satellite, aerial) overlay application in the Solution's internal mapping view. | | | |
| 4. The Solution's analysis function must support outdoor and indoor (e.g. geocoded image or floor plan) mapping overlay functionality from the Solution's internal mapping view. | | | |
| 5. The Solution's analysis function must display and filter all levels of signaling messages, including Layer 1, Layer 2 and Layer 3 messages. | | | |
| 6. The Solution's analysis function must display and filter radio base station statistics generated from Data collected by the Solution for graphical visualization of network performance (e.g. parameters including RSSI, handover performance, connection percentage to a sector, and the percentage of use for each modulation and coding scheme). | | | |
| 7. The Solution's analysis function must log, translate and decode Data logs, either Solution-generated or imported into the Solution by a User in the following formats: generic text file (.txt), Qualcomm (.DLF & ISF) and PCTel Scanner (.DTF). | | | |
| 8. The Solution's analysis function must allow a User to create report templates that include any Data generated by the Solution or imported into the Solution by a User. | | | |

Solicitation No. - N° de l'invitation
U6800-141822/A
Client Ref. No. - N° de réf. du client
U6800-141822

Amd. No. - N° de la modif.
File No. - N° du dossier
039eemU6800-141822

Buyer ID - Id de l'acheteur
039eem
CCC No./N° CCC - FMS No./N° VME

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| 9. The Solution's analysis function must display multiple Data logs (Solution-generated or imported into the Solution by a User) within the Solution. | | |
| 10. The Solution's analysis function must combine multiple Data logs (Solution-generated or imported into the Solution by a User) into a single log within the Solution. | | |
| 11. The Solution's analysis function must automatically generate pre-defined reports (User and/or Solution-generated) from Data collected by the Solution that outline LTE parameters such as RSSI, handover performance, connection percentage to a sector, and the percentage of use for each modulation. | | |
| 12. The Solution's analysis function must allow a User to build scripts to automatically load and process new Data, as it becomes available, from a pre-defined folder (locally accessible or shared on a local network) to generate reports. | | |
| 13. The Solution's analysis function must allow a User to define custom report parameters based on Data collected from the Solution's acquisition function. | | |

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U6800-141822

File No. - N° du dossier

039eemU6800-141822

CCC No./N° CCC - FMS No./N° VME

FORM 3

SOFTWARE PUBLISHER CERTIFICATION FORM

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP)

Signature of authorized signatory of SP

Date signed

Print Name of authorized signatory of SP

Print Title of authorized signatory of SP

Address for authorized signatory of SP

Telephone No. of authorized signatory of SP

Email address of authorized signatory of SP

Bidder's full legal name

Bidder's Procurement Business Number (PBN)

Solicitation Number

Solicitation No. - N° de l'invitation

U6800-141822/A

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U6800-141822

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CCC No./N° CCC - FMS No./N° VME

FORM 4

SOFTWARE PUBLISHER AUTHORIZATION FORM

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP)

Signature of authorized signatory of SP

Date signed

Print Name of authorized signatory of SP

Print Title of authorized signatory of SP

Address for authorized signatory of SP

Telephone No. of authorized signatory of SP

Email address of authorized signatory of SP

Bidder's full legal name

Bidder's Procurement Business Number (PBN)

Solicitation Number
