



**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 0B2 / Noyau 0B2**

**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**

**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

|  |   |
|--|---|
| <b>Title - Sujet</b><br>LTE Application Emulator software  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>U6800-163874/A   | <b>Date</b><br>2015-12-18   |
| <b>Client Reference No. - N° de référence du client</b><br>U6800-163874  |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$EEM-014-29711  |   |
| <b>File No. - N° de dossier</b><br>014eem.U6800-163874   | <b>CCC No./N° CCC - FMS No./N° VME</b>                                    |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2016-02-01</b>   | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>MacCuaig, Shannon   | <b>Buyer Id - Id de l'acheteur</b><br>014eem                              |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-2625 ( )   | <b>FAX No. - N° de FAX</b><br>(819) 953-3703                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF INDUSTRY CANADA<br>3701 CARLING AVE<br>P.O.BOX 11490 STATION H<br>OTTAWA<br>Ontario<br>K2H8S2<br>Canada |   |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**BID SOLICITATION  
LTE APPLICATION EMULATOR  
FOR  
COMMUNICATIONS RESEARCH CENTRE CANADA (CRC)**

**Table of Content**

|   |           |
|---|-----------|
| <b>PART 1 -GENERAL INFORMATION.....</b>   | <b>4</b>  |
| 1.1 Introduction .....  | 4         |
| 1.2 Summary .....   | 4         |
| 1.3 Debriefings.....  | 4         |
| <b>PART 2 -BIDDER INSTRUCTIONS.....</b>   | <b>6</b>  |
| 2.1 Standard Instructions, Clauses and Conditions.....                          | 6         |
| 2.2 Submission of Bids.....   | 6         |
| 2.3 Former Public Servant.....  | 6         |
| 2.4 Enquiries - Bid Solicitation.....   | 8         |
| 2.5 Applicable Laws .....   | 8         |
| 2.6 Improvement of Requirement During Solicitation Period .....                 | 8         |
| <b>PART 3 -BID PREPARATION INSTRUCTIONS.....</b>                                | <b>9</b>  |
| 3.1 Bid Preparation Instructions.....   | 9         |
| 3.2 Section I: Technical Bid.....   | 9         |
| 3.3 Section III: Financial Bid.....   | 10        |
| 3.4 Section IV: Certifications .....  | 11        |
| <b>PART 4 -EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>               | <b>12</b> |
| 4.1 Evaluation Procedures .....   | 12        |
| 4.2 Technical Evaluation - Mandatory Technical Criteria.....                    | 12        |
| 4.3 Financial Evaluation .....  | 13        |
| 4.4 Basis of Selection.....   | 13        |
| <b>PART 5 -CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>                   | <b>14</b> |
| 5.1 Certifications Required with Bid.....                                       | 14        |
| 5.2 Certifications Precedent to Contract Award and Additional Information ..... | 14        |
| 5.3 Additional Certifications Precedent to Contract Award .....                 | 15        |

|   |           |
|---|-----------|
| <b>PART 6 -RESULTING CONTRACT CLAUSES .....</b>   | <b>17</b> |
| <b>6.1 Requirement .....</b>  | <b>17</b> |
| <b>6.2 Standard Clauses and Conditions .....</b>  | <b>17</b> |
| <b>6.3 Contract Period .....</b>  | <b>18</b> |
| <b>6.4 Authorities.....</b>   | <b>18</b> |
| <b>6.5 Proactive Disclosure of Contracts with Former Public Servants .....</b>            | <b>19</b> |
| <b>6.6 Payment.....</b>   | <b>19</b> |
| <b>6.7 Invoicing Instructions.....</b>  | <b>19</b> |
| <b>6.9 Applicable Laws .....</b>  | <b>20</b> |
| <b>6.10 Priority of Documents .....</b>   | <b>20</b> |
| <b>6.11 Insurance Requirements .....</b>  | <b>21</b> |
| <b>6.12 Limitation of Liability - Information Management/Information Technology .....</b> | <b>21</b> |
| <b>6.13 Joint Venture Contractor.....</b>   | <b>22</b> |
| <b>6.14 Hardware, if applicable .....</b>   | <b>23</b> |
| <b>6.15 Licensed Software.....</b>  | <b>23</b> |
| <b>6.16 Licensed Software Maintenance and Support.....</b>                                | <b>24</b> |
| <b>6.17 Safeguarding Electronic Media.....</b>  | <b>25</b> |
| <b>6.18 Termination for Convenience.....</b>  | <b>25</b> |
| <b>1.0 Objective .....</b>  | <b>26</b> |
| <b>2.0 Background.....</b>  | <b>26</b> |
| <b>3.0 Scope.....</b>   | <b>27</b> |
| <b>4.0 Mandatory Technical Requirements – Table A.....</b>                                | <b>27</b> |

**List of Annexes to the Resulting Contract:**

|         |                           |
|---------|---------------------------|
| Annex A | Statement of Requirements |
| Annex B | Basis of Payment          |

**Forms:**

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
- Form 3 - OEM Certification Form
- Form 4 - Software Publisher Certification Form
- Form 5 - Software Publisher Authorization Form

# **BID SOLICITATION**

## **LTE APPLICATION EMULATOR**

### **FOR**

## **COMMUNICATIONS RESEARCH CENTRE CANADA (CRC)**

### **PART 1 - GENERAL INFORMATION**

#### **1.1 Introduction**

The bid solicitation is divided into six parts plus attachments and 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 Requirements and the Basis of Payment.

#### **1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of the Communications Research Centre Canada (the "**Client**") for a commercial-off-the-shelf Application Emulator to capture and simulate LTE and network signalling traffic from user devices over an existing LTE network testbed. It is intended to result in the award of a contract for 1 year.
- (b) The requirement is subject to the provisions of 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 from 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 (2015-07-03) 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 3 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

#### **3. List of Names**

- a) Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - (i) Delete: 60 days
  - (ii) Insert: 180 days

### **2.2 Submission of Bids**

- (a) Bids must be submitted only to Public Works and Government Services Canada PWGSC 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 PWGSC will not be accepted.

### **2.3 Former Public Servant**

- (a) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.
- (b) **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, .C-8.

(c) **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

(d) **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;



- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## 2.4 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.

## 2.5 Applicable Laws

- (a) 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:** Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its 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 1.*

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Requirements 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 (3 hard copies and 2 soft copies on CD or DVD or USB key)
  - (ii) Section II: Financial Bid (2 hard copies and 1 soft copy on CD or DVD or USB key)
  - (iii) Section III: Certifications (2 hard copies)

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 should:
- (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 must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability *and describe their approach* in a thorough, concise and clear manner for carrying out the work.

- (b) The technical bid must 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.
- (c) The technical bid consists of the following:
  - (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission 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 of the Bidder and its proposed solution and/or products with the specific articles of Annex A (Statement of Requirements) identified in the Substantiation of Technical Compliance Form 2, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form 2 is not required to address any parts of this bid solicitation not referenced in the form. 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 the Substantiation of Technical Compliance 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 Components:** The Bidder must include a complete list identifying both the name and the version number of each component required for the proposed Solution.

### 3.3 Section III: 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 Canadian dollars 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 to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling 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) **Exchange Rate Fluctuation**

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

**3.4 Section IV: Certifications**

It is a requirement that bidders 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 - Mandatory Technical Criteria

- (a) 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.
- (b) 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.
- (c) The mandatory technical criteria are described in Annex A.
- (d) **Proof of Proposal Test for Top-Ranked Bid:**
  - (i) Through the Proof of Proposal (PoP) test, Canada will 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.
  - (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. Canada will then conduct the PoP test. Up to 3 representatives 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 using the Pricing Table completed by the bidders.
  - (i) SACC Manual Clause 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 AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **(a) Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, the completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **(a) Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the names of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **(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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

### **5.3 Additional Certifications Precedent to Contract Award**

**(a) Bidder Certifies that All Equipment and Software is "Off-the-Shelf"**

Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line 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 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 all the equipment and software bid is off-the-shelf.

**(b) OEM Certification**

- (i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs 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) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

**(c) Software Publisher Certification and Software Publisher Authorization**

- (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.

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions 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 Requirements, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) supplying the purchased Hardware, if applicable;
  - (ii) providing the Hardware Documentation, if applicable;
  - (iii) providing maintenance and support services for the Hardware during the Hardware Maintenance Period, if applicable;
  - (iv) granting the license to use the Licensed Software described in the Contract;
  - (v) providing the Software Documentation;
  - (vi) providing maintenance and support for the Licensed Software during the Software Support Period;
- to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is \_\_\_\_\_.
- (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:
- any reference to a "**deliverable**" or "**deliverables**" includes the Hardware and 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).

### 6.2 Standard Clauses and Conditions

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

(a) **General Conditions:**

- (i) 2030 (2015-09-03), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (iii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

**6.3 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 begins on the date the Contract is awarded and ends 1 year later.

**6.4 Authorities**

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

|                 |  |
|-----------------|--|
| Name:           | Shannon MacCuaig   |
| Title:          | Supply Specialist, Contracting Officer<br>Public Works and Government Services Canada<br>Acquisitions Branch |
| Directorate:    | SSSPD  |
| Address:        | 11 Laurier Street, PDP III, Gatineau, Quebec, K1A 0S5  |
| Telephone:      | 819-956-2625   |
| Facsimile:      | 819-953-3703   |
| E-mail address: | <a href="mailto:shannon.maccuaig@pwgsc.gc.ca">shannon.maccuaig@pwgsc.gc.ca</a>                               |

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

(b) **Technical Authority**

The Technical Authority for the Contract is:

*To be 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**

*To be determined*

## **6.5 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **6.6 Payment**

(a) **Basis of Payment**

(i) **LTE Application Emulator Solution:** For the license to use the Licensed Software (including delivery and Software Documentation), purchased Hardware and Hardware Documentation (if applicable), 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 price includes one year warranty, maintenance and technical support services during the Contract Period.

(ii) **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 Price**

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 – LTE Application Emulator Solution**

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) **SACC Manual Clauses**

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

## **6.7 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods 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, and a copy to the Contracting Authority.

## 6.8 Certifications

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

## 6.9 Applicable Laws

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

## 6.10 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:

**Note to Bidders:** This clause will not be included in any resulting contract if the Contractor's bid is not subject to any tariffs.

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
  - (i) 4001;
  - (ii) 4003;
  - (iii) 4004;
- (c) general conditions 2030;
- (d) Annex A, Statement of Requirements;
- (e) Annex B, Basis of Payment;
- (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.

## **6.11 Insurance Requirements**

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

## **6.12 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 caused by the Contractor's performance or failure to perform the Contract 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's performance or failure to perform the Contract that relate to:
    - (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 \$1,000,000.

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 \$1,000,000, 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 or joint and solidarily liable, 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).

**6.13 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 full 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.

#### 6.14 Hardware, if applicable

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

|   |   |
|---|---|
| Part III of 4001 applies to the Contract (Additional Conditions: Purchase)  | Yes   |
| Part IV of 4001 applies to the Contract (Additional Conditions: Lease)      | No  |
| Part V of 4001 applies to the Contract (Additional Conditions: Maintenance) | Yes   |
| Language of Hardware Documentation  | <i>The Hardware Documentation is only required to be delivered in English.</i>  |
| Hardware is part of a System  | Yes   |
| Hardware Warranty Period  | <i>Despite 4001, the Hardware Warranty Period under Part V is 12 months.</i>  |
| Toll-free Telephone Number for Maintenance Service                          | <b>[Note to Bidders:</b> to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids]. |
| Website for Maintenance Service   | <b>[Note to Bidders:</b> to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids]. |

#### 6.15 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: _____<br><i>[this information will be completed at contract award using information in the Contractor's bid]</i> |
| Type of License being Granted | User License  |
| Number of Users Licensed      | 1   |
| Software Warranty Period      | Despite 4003, the Warranty Period is 12 months.   |

- (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.

#### 6.16 Licensed Software Maintenance and Support

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

|   |   |
|---|---|
| Software Support Period   | 1 year  |
| Contact Information for Accessing the Contractor's Support Services | In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:<br>Toll-free Telephone Access: _____<br>Email Access: _____<br>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.<br><br><b>[Note to Bidders:</b> to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids]. |

|         |  |
|---------|--|
| Website | <p>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 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><b>[Note to Bidders:</b> to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p> |
|---------|--|

#### 6.17 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.

#### 6.18 Termination for Convenience

With respect to Section 30 of General Conditions 2035, if applicable, or 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 REQUIREMENTS**

#### **1.0 Objective**

The objective of this RFP is to obtain an Application Emulator to capture and simulate LTE and network signalling traffic from user devices over an existing LTE network testbed at Communications Research (CRC). The Contractor must provide a solution that works, is complete and is compliant and responsive to the requirements, as specified in the RFP and resulting contract.

The purpose of this platform is to validate new and existing applications being developed for the public safety LTE network. The platform will emulate end user devices and replicate applications data traffic to stress the network infrastructure. This will help validate how applications impact the overall network.

#### **2.0 Background**

The Centre for Security Science (CSS) of Defence Research and Development Canada (DRDC), with the help of partner organizations, has been retained by Public Safety Canada (PSC) to investigate and propose solutions to technical issues related to communications performance, network design and interoperability for public safety organizations. A significant component of this work is to study the use of LTE networks in the 700 MHz band for mobile broadband wireless communications. The LTE standard and specifications are defined by the 3rd Generation Partnership Project (3GPP).

The Communications Research Centre Canada (CRC) of Industry Canada is the primary federal laboratory for research and development (R&D) in wireless telecommunications. CSS has been working closely with CRC over the past three years to devise a long term strategy for this important activity. To this end, the Communications Interoperability Research, Test and Evaluation Centre (CIRTEC) is being implemented via the Canadian Safety and Security Program (CSSP) to address the needs of both CSS and PSC with respect to public safety communications interoperability, the study of LTE technology and other complementary wireless technologies. Currently, the project has a 3 year time frame, though it is expected that the public safety community will make use of this R&D facility beyond that point.

The CIRTEC will be centralized at the CRC campus in Ottawa with supporting sites in Ottawa, Ontario. It will leverage the existing telecommunication infrastructure of CRC's wireless research network composed of separate distinct mobile broadband technologies and made up of four over-the-air (OTA) sites covering over 100 km<sup>2</sup> in west Ottawa.

CIRTEC will be accessible to all national public safety organizations, industry and academia as external partner collaboration is vital to its success. International collaborations are expected as well, specifically with the United States where work is underway to establish such a relationship. As part of this 3 year project, the overall goals of this innovative facility are to:

- Define the requirements and expected performance of a broadband wireless LTE network serving the public safety community in Canada

- Address the needs of CSS and PSC in regards to interoperability
- Mitigate the risks of introducing new communications technologies and applications

### 3.0 Scope

CRC is looking to obtain an application emulation tool that will emulate signaling traffic from LTE Devices and emulate application traffic on LTE mobile broadband network. The emulation will take place from the eNodeB. There will be no RF emulation from the solution. This tool will form the Application Emulation Platform of the CIRTEC research network. The Statement of Technical Requirement below describes the deliverables for the purchase.

As part of the bid, the Contractor's must provide the physical assets with a one (1) year equipment warranty and support. The solutions warranty and support must include, at a minimum, the following:

- Basic technical support whereas vendor's subject matter experts are available to assist CRC support staff by answering questions, providing advices and assisting in the troubleshooting and resolution of major issues;
- Repair of solution damaged equipment/goods;
- Software (including firmware) patches as required; and
- Updated documentation.

During the warranty period, the vendor must provide the following services:

- Receive and action telephone and email requests for technical support from 0900 hours to 1700 hours local customer time.
- Respond to Canada requests for technical support with at least a plan of action within one business week.
- Advise the Technical Authority of software updates within thirty (30) business days of their availability. The implementation of new releases and updates will rest solely with Canada's Technical Authority.
- Replace or repair damaged components under warranty. If a component of the solution is declared damaged, Canada will pay the transportation cost associated with returning the component for repair under the warranty. The vendor must pay the transportation cost associated with returning the repaired components to Canada.

The warranty period will begin once Canada obtains the solution. The Vendor must clearly specify any and all exclusions that apply to the warranty and support as part of its proposal.

### 4.0 Mandatory Technical Requirements – Table A

| Mandatory               | Mandatory Requirements  |
|-------------------------|---|
| A. General Requirements |   |
| M1                      | The solution must deliver, allow and support the requirements as stated in Section 1.0, Section 2.0 and Section 3.0 above |
| M2                      | The solution must be a stand-alone platform that can connect to an existing LTE core                                      |

|                                      |   |
|--------------------------------------|---|
|                                      | network.  |
| M3                                   | The solution must deliver, allow and support the users in generating customized reports for post analysis.  |
| M4                                   | If the proposed solution is composed of only software or virtual elements without physical hardware, these elements must run under VMware ESX Virtualized environment.  |
| M5                                   | The solution must not be network vendor specific. It must support CRC's current LTE network components, which includes Cisco and Polaris network.   |
| M6                                   | <p>The contractor must provide technical support for the solution, which include:</p> <ol style="list-style-type: none"> <li>1. Basic technical support where the vendor's subject matter experts are available, to answer questions, provide advices and assistance in the troubleshooting and resolution of major issues;</li> <li>2. Repair damaged equipment or components;</li> <li>3. Software (including firmware) patches as required;</li> <li>4. Provide updated documentation</li> </ol> |
|                                      |   |
| B. Functional/Technical Requirements |   |
| M7                                   | The solution must capture and record applications and signalling traffic from an LTE device.  |
| M8                                   | The solution must have the ability to upload PCAP files captured from other sources.  |
| M9                                   | The solution must deliver, enable and support the replay and scale captured application data (and PCAP file) and signalling traffic by transmitting the emulated traffic at a scale of at least 1000 unique LTE devices. The solution will be used to validate new and existing applications and LTE devices by loading the network with real application traffic.  |
| M10                                  | The solution must emulate LTE devices coming from multiple eNB  |
| M11                                  | The solution must emulate network signalling traffic from LTE devices over an existing LTE network.   |
| M12                                  | <p>The solution must emulate subscriber traffic from LTE devices over an existing LTE network.</p> <ul style="list-style-type: none"> <li>• Must support transport protocols like (but not limited to): HTTP, RSTP, RTP/UDP, RTP/TCP, SSH, etc</li> <li>• Must support video protocols like (but not limited to): VoD, RTP/UDP, UDP, IGMPv2 and v3, H.323, etc</li> </ul>   |
| M13                                  | The solution must emulate data, voice, video and application traffic simultaneously from one or more LTE devices, from multiple eNB.  |
| M14                                  | The solution's emulated traffic must originate from an emulated eNB. The emulated eNB is not required to connect with real LTE devices. Therefore, no RF emulation is required.   |

|     |   |
|-----|---|
| M15 | The solution's emulated eNB must connect to an actual LTE Network. In this case, it must connect to an existing MME and SGW supplied by either Polaris Networks or Cisco. |
| M16 | The solution must emulate traffic from multiple eNB.  |
| M17 | The solution must support Internet Protocol version 4 and 6 (IPv4 and IPv6)   |
| M18 | The solution must track and measure QoS and QoE.  |
| M19 | The solution must support and emulate Voice of LTE (VoLTE).   |
|     |   |

## 5.0 Glossary and Acronyms

eNB – Evolved Node Basestation

HTTP – Hyper Text Transfer Protocol

H.323 – ITU Standard protocol

IGMP – Internet Group Management Protocol

IPv4 – Internet Protocol version 4

IPv6 – Internet Protocol version 6

LTE – Long Term Evolution

MME – Mobile Management Entity

PCAP – Packet Capture

QoE – Quality of Experience

QoS – Quality of Service

RTP – Realtime Transport Protocol

SGW - Serving Gate Way

SSH – Secure Shell

TCP – Transmission Control Protocol

UDP – User Datagram Protocol

VoD – Video on Demand

VoLTE – Voice over Long Term Evolution

**ANNEX B**

**BASIS OF PAYMENT**

| <b>Table 1 –Deliverables</b><br><b>Firm Unit Price for Application Emulator Solution</b> |   |                      |                     |                            |                                       |
|--|---|----------------------|---------------------|----------------------------|---------------------------------------|
| <b>Item No.</b>  | <b>Description</b>  | <b>Unit of Issue</b> | <b>Quantity (A)</b> | <b>Firm Unit Price (B)</b> | <b>Extended Price (C) = (A) x (B)</b> |
| 1  | LTE Application Emulator Solution as described in Annex A, including software, hardware if applicable, and 1 year of Warranty, Maintenance and Technical Support Services | User License         | 1                   | \$                         | \$                                    |
| <b>Total Bid Price:</b>  |   |                      |                     |                            |                                       |

## BIDDER FORMS

| BID SUBMISSION FORM 1  |  |       |  |        |  |          |  |              |  |        |  |        |  |
|--|--|-------|--|--------|--|----------|--|--------------|--|--------|--|--------|--|
| <b>Bidder's full legal name</b><br><br><i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>   |  |       |  |        |  |          |  |              |  |        |  |        |  |
| <b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name:</td> <td></td> </tr> <tr> <td>Title:</td> <td></td> </tr> <tr> <td>Address:</td> <td></td> </tr> <tr> <td>Telephone #:</td> <td></td> </tr> <tr> <td>Fax #:</td> <td></td> </tr> <tr> <td>Email:</td> <td></td> </tr> </table>   | Name: |  | Title: |  | Address: |  | Telephone #: |  | Fax #: |  | Email: |  |
| Name:  |  |       |  |        |  |          |  |              |  |        |  |        |  |
| Title:   |  |       |  |        |  |          |  |              |  |        |  |        |  |
| Address:   |  |       |  |        |  |          |  |              |  |        |  |        |  |
| Telephone #:   |  |       |  |        |  |          |  |              |  |        |  |        |  |
| Fax #:   |  |       |  |        |  |          |  |              |  |        |  |        |  |
| Email:   |  |       |  |        |  |          |  |              |  |        |  |        |  |
| <b>Bidder's Procurement Business Number (PBN)</b><br><br><i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i> |  |       |  |        |  |          |  |              |  |        |  |        |  |
| <b>Jurisdiction of Contract:</b><br><br>Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)   |  |       |  |        |  |          |  |              |  |        |  |        |  |
| <b>Former Public Servants</b><br><br>See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".   | <div style="padding: 5px;">             Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?<br/><br/>             Yes _____ No _____           </div> <div style="padding: 5px;">             If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "           </div> <div style="padding: 5px;">             Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?<br/><br/>             Yes _____ No _____           </div> <div style="padding: 5px;">             If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "           </div> |       |  |        |  |          |  |              |  |        |  |        |  |



| BID SUBMISSION FORM 1  |  |  |
|--|--|--|
| <b>Hardware:</b>   | Toll-Free Telephone Number for maintenance services: |  |
|  | Website for maintenance services:                    |  |
| <b>Licensed Software Maintenance and Support:</b>  | Toll-free Telephone Access:                          |  |
|  | Toll-Free Fax Access:                                |  |
|  | E-Mail Access:                                       |  |
|  | Website address for web support:                     |  |
| <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"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol> |  |  |
| <b>Signature of Authorized Representative of Bidder</b>  | <hr/>  |  |

| <b>Form 2</b><br><b>Substantiation of Technical Compliance Form – Mandatory Requirements</b> |                              |   |
|--|------------------------------|---|
| <b>Article of Statement of Requirements that requires substantiation by the Bidder</b>       | <b>Bidder Substantiation</b> | <b>Reference to additional Substantiating Materials included in Bid</b> |
| M1   |                              |   |
| M2   |                              |   |
| M3   |                              |   |
| M4   |                              |   |
| M5   |                              |   |
| M6   |                              |   |
| M7   |                              |   |
| M8   |                              |   |
| M9   |                              |   |
| M10  |                              |   |
| M11  |                              |   |
| M12  |                              |   |
| M13  |                              |   |
| M14  |                              |   |
| M15  |                              |   |
| M16  |                              |   |
| M17  |                              |   |
| M18  |                              |   |
| M19  |                              |   |

**Form 3**  
**OEM Certification Form**

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

**Name of OEM**

**Signature of authorized signatory of OEM**

**Print Name of authorized signatory of OEM**

**Print Title of authorized signatory of OEM**

**Address for authorized signatory of OEM**

**Telephone no. for authorized signatory of OEM**

**Fax no. for authorized signatory of OEM**

**Date signed**

**Solicitation Number**

**Name of Bidder**

**Form 4**  
**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]*

**Form 5**  
**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. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

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 \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Address for authorized signatory of SP \_\_\_\_\_

Telephone no. for authorized signatory of SP \_\_\_\_\_

Fax no. for authorized signatory of SP \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_