

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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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 Digital Human Modeling Software	
Solicitation No. - N° de l'invitation W7719-135208/A	Date 2013-01-15
Client Reference No. - N° de référence du client W7719-135208	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-031-6162	
File No. - N° de dossier TOR-2-35276 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-25	
Time Zone Fuseau horaire Eastern Standard Time EST	
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: Schmidt, Jeff	Buyer Id - Id de l'acheteur tor031
Telephone No. - N° de téléphone (905) 615-2058 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 1133 SHEPPARD AVE W. TORONTO Ontario M3K2C9 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

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Requirement, the Basis of Payment, Insurance Requirements, Certification Forms, and Evaluation Criteria.

2. Summary

Defence Research and Development Canada (DRDC), Toronto, ON, has a requirement for a commercially available Digital Human Modeling (DHM) software (the "Software Solution") for 1 Client User. The required Software Solution must include a floating license for the software, a 12-month warranty, software maintenance and support for a period of one year, and documentation. Training must also be provided. The bid solicitation is intended to result in the award of a contract for 3 years with the option to purchase additional goods and services. All parts of the Software Solution must be available to the Client User(s) 24 hours a day, 7 days a week, 365 days a year, in English, and operate at all times in accordance with the Statement of Requirements in the Client's operational environment described in the bid solicitation.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), Canada-Columbia Free Trade Agreement and the Canada-Peru Free Trade Agreement.

3. Debriefings

After contract award, 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 in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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.

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.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

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.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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.

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.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (three hard copies)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 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:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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 and describe their approach 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.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- 1.2 The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

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Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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 Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

See Annex D, Evaluation Criteria.

1.1.2 Point Rated Technical Criteria

See Annex D, Evaluation Criteria.

1.2 Financial Evaluation

- 1. Bidders must submit pricing in accordance with Annex B, Basis of Payment, with their bid at bid closing.
- 2. The price used in the evaluation will be the aggregate of the firm and optional requirements, excluding section B4.2, at Annex B, Basis of Payment.
- 3. SACC Manual Clause A0220T (2007-05-25), Evaluation of Price.

2. Basis of Selection

2.1 Basis of Selection - Minimum Point Rating

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of fifteen (15) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of thirty-five (35) points
- 2. Bids not meeting (a) or (b) or (c) will be declared non-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 related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

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.

2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d. () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

2.2 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.

2.3 Software Publisher Certification and Software Publisher Authorization

(a) If the Bidder is the Software Publisher for any of the proprietary software component(s) 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.

(b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of 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

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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.

(c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. 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;
- (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
- (iv) providing training, as and when requested by Canada.

2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A", Statement of Requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before 31 March 2016 by sending a written notice to the Contractor.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2030 (2012-11-19), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

3.2 Supplemental General Conditions

4003 (2010-08-16), Supplemental General Conditions - Licensed Software, apply to and form part of the Contract.

4004 (2010-08-16), Supplemental General Conditions, Maintenance and Support Services for Licensed Software.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is for 36 months from date of contract award.

4.2 Delivery Date of Firm Requirement

All the deliverables must be received on or before 28 March 2013.

4.3 Delivery Date of Optional Requirement

All the deliverables must be received within _____ calendar days of contract amendment when exercising the option.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jeff Schmidt
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario
Address: 33 City Centre Dr
Mississauga, ON L5B 2N5

Telephone: 905-615-2058
Facsimile: 905-615-2060
E-mail address: jeff.schmidt@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.

5.2 Technical Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

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

The Technical Authority named above 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.

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5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Licensed Software, Maintenance and Support

For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation, in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, Item B1., FOB destination, including all customs duties, GST/HST extra. The firm prices include the warranty during the Software Warranty Period and maintenance and support during the Software Support Period.

Estimated Cost: \$ _____

6.2 Optional Additional Floating Software Licenses

For additional floating licenses for additional Client Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price [per user/per device] set out in Annex B, Item B3, FOB destination, including all customs duties, GST/HST extra.

Estimated Cost: \$ _____

6.3 Optional Software Support

If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor the firm annual/monthly price set out in Annex B, Item B2, FOB destination, including all customs duties, GST/HST extra.

Estimated Cost: \$ _____

6.4 Optional Classroom Training

For classroom training, if Canada exercises its option during the Contract Period, Canada will pay the Contractor the firm price set out in Annex B, Item B4.1, upon completion of the training, GST/HST extra.

Estimated Cost: \$ _____

6.5 Optional On-line Training

For on-line training, if Canada exercises its option during the Contract Period, Canada will pay the Contractor the firm price set out in Annex B, Item B4.2, upon completion of the training, GST/HST extra.

Estimated Cost: \$ _____

6.6 GST/HST:

Estimated Cost: \$ _____

6.7 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

6.8 Method of Payment - Advance Payment

1. Canada will pay the Contractor in advance for the software support services if:
 - (a) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) All such documents have been verified by Canada.
2. 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.

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
1. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications**8.1 Compliance**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation 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.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- (c) the supplemental general conditions 4004 (2010-08-16), Maintenance and Support Services for Licensed Software;
- (d) the general conditions 2030 (2012-11-19), General Conditions - Higher Complexity - Goods;
- (e) Annex A, Statement of Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) the Contractor's bid dated _____.

11. Insurance

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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 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 any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any 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 either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00
- 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 \$1,000,000.00, 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).

13. 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	User License
Number of Users Licensed	One (1) floating
Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase floating licenses for additional Users at the price set out in Annex B, Basis of Payment, on the same terms and conditions as the initial User 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.
Delivery Location	Delivery address is located at Page 1 of the Contract.
Media on which Licensed Software must be Delivered	Licensed Software must be provided in both CD-ROM and Internet Download.
Term of License	From date of award for one (1) year. To be completed upon Contract award.

- (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.

14. Licensed Software Maintenance and Support

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

Licensed Programs	The Licensed Programs to be supported and maintained are: _____.
Software Support Period	From date of award for one (1) year. <i>To be completed upon Contract award.</i>
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 licences supported under the Contract.
Option to Extend Software Support Period	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. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B, Basis of Payment. 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.
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: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____ The Contractor must respond to all telephone, fax or email communications (with a live service agent) by 12PM, next business day of the initial time of the Client or User's initial communication.
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 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
Language of Support Services	The Support Services must be provided in English.

15. Training

(a) Providing Training:

Contractor must provide option for training for all DHM functionalities for up to ten (10) people. This will be exercised by amending the Contract to include training option.

(b) Providing Software Training:

- (i) The Contractor must provide the options for classroom and on-line training on the software products that form part of the Software on an "as-and-when-requested" basis during the Contract Period when is the option for training is issued in accordance with the Contract.
- (ii) The training must be provided at Defence Research and Development Canada, 1133 Sheppard Ave West Toronto, ON.
- (iii) The training must be available within 15 working days of the Contract option being issued.
- (iv) The training, including both the instruction and the course materials, must be provided in English.
- (v) Before providing any training, at least 5 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.

16. 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.

ANNEX "A" STATEMENT OF REQUIREMENT

Digital Human Modeling Software

Bidders should note that Annex A also includes reference to the point rated criteria that will be used in the technical evaluation. Upon issuance of the Contract, wording that is italicized will be deleted from Annex A and B. All non-mandatory criteria for which the successful Bidder received points will be included in the Contract at Annex A, Statement of Requirement.

1. Background:

Defence Research and Development Canada (DRDC), Toronto, ON, has a requirement for Digital Human Modeling (DHM) software that will create a digital avatar in a virtual workspace to perform tasks and ergonomic analyses. The requirement consists of: Digital Human Model (DHM) software, software support, floating licenses for multiple users, and on-site classroom training.

DRDC has a project to develop a Comprehensive Ergonomics-based Tools and Techniques (CETTs) that support clothing, equipment, and workspace design and acquisition for the Canadian Forces. CETTs will provide the required capabilities to answer ergonomics-based questions that involve operators in constrained and unconstrained environments performing static, quasi-static, and dynamic tasks and movements such as Griffon Helicopter crew and neck pain issues, Leopard 2 tank driver accommodation and survivability, and the development of Joint Supply Ship launch and recovery boat design criteria. Some of these questions can only be answered in a virtual world using digital humans performing in virtual environments.

This requirement is for a single tool and capability, it is critical that all the tools and particularly the output data types are compatible with Microsoft Excel.

2. Technical Requirements for Digital Human Modeling:

[M] - Mandatory Requirements

[D] - Desirable Requirements

Note: *All mandatory technical criteria are identified with an [M]. Requirements identified with [M] [D] include a mandatory minimum requirement but will be further evaluated on desirable features as detailed at Point Rated Requirements in Annex D, Evaluation Criteria.*

- 2.1 Contractor must deliver a DHM software solution that allows the following 3D CAD geometry data to be imported from and exported to JT (per ISO standard): IGES, ASCII, OBJ, STL, and DXF file formats. **[M]**
- 2.2 DHM software must enable the user to generate a virtual workspace using data that comes from digitization of real workspaces. **[M]**
- 2.3 DHM software must enable the user to generate a virtual mannequin or avatar using Microsoft Excel data which includes specific demographic information (gender, profession, and mother tongue). DHM software must be able to modify a virtual mannequin based linear as well as 3D anthropometric data. **[M] [D]**
- 2.4 DHM software must enable the user to generate virtual objects and equipment from either digitized data sources or drawing tools, and place them on or around the virtual mannequin. **[M]**

- 2.5 DHM software must be able to run on a Windows 7, Vista and XP-based computer platform with minimal processing capability. **[M]**
- 2.6 DHM must have floating licenses that allows the software to be run on any computer provided that the floating license USB is plugged into that computer. **[M]**
- 2.7 DHM software must be compatible with both active and passive Motion Capture (MOCAP) technologies. **[M]**
- 2.8 DHM software must support the manipulation of all body joints. **[M] [D]**
- 2.9 DHM software must support third party Applications Programming Interface (API) to interface with virtually any MOCAP hardware. **[M]**
- 2.10 DHM software must be compatible with Microsoft Kinect sensors. **[M]**
- 2.11 DHM software must include at least one of the following industry-standard, validated, referenced ergonomic analysis tools. **[M] [D]**
- a. Force-based posturing;
 - b. Static strength prediction (quasi-static biomechanical analysis);
 - c. Account for task frequency when assessing static strength requirements;
 - d. Low back analysis (compression & shear forces at lumbar spine);
 - e. National Institute for Occupational Safety and Health (NIOSH) lifting standards;
 - f. Manual material handling;
 - g. Rapid Upper Limb Assessment (RULA);
 - h. Cumulative exposure (low-back loading);
 - i. Fatigue (muscle level);
 - j. Energy metabolic expenditure;
 - k. Line of sight (field of view);
 - l. Seated posture prediction;
 - m. Functional reach assessments;
 - n. Evaluate clearance requirements;
 - o. Comfort assessment;
 - p. Reflection zones;
 - q. Obscuration zones;
 - r. Coverage zones;
 - s. Clearance/offset analyses (between virtual mannequin and workspace objects);
 - t. Others (please identify as part of proposal).
- 2.12 DHM must be capable of creating dynamic task simulations. **[M] [D]**
- 2.13 DHM software must be compatible with immersive (augmented) technologies, such as Head-mounted display (HMD) and cyberglove. **[M]**
- 3. Optional Services - Training and Software Support.**
- 3.1 Contractor must provide option for on-site classroom training for all DHM functionalities for up to ten (10) people.
- 3.2 Contractor must provide an option for second and third year extended software support for all DHM, Motion Capture, and Workspace Digitization integration issues.

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3.3 Contractor must provide an option to purchase floating licenses for additional Users

ANNEX "B"
BASIS OF PAYMENT

Prices are firm, all inclusive in Canadian dollars, FOB destination including all delivery charges. Transportation charges, Customs duties and Excise taxes are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

B1. Firm Requirement

Requirement	\$ Firm Unit Price
Supply and delivery of Digital Human Model (DHM) software, one (1) floating user license, and one (1) year of Software Support in accordance with all the specifications detailed in Annex "A", Statement of Requirement. Software name and version _____ _____	\$ _____

B2. Option for software support to be exercised at any time during the period of the Contract.

Option Year 1 to be exercised at any time during the first 12 months of the Contract;
Option Year 2 to be exercised at any time during the first 24 months of the Contract.

Requirement	Quantity	\$ Firm Unit Price
Supply of second and third year extended software support for all DHM, Motion Capture, and Workspace Digitization integration issues in accordance with Item 3.2, in Annex "A", Statement of Requirement.	Option Year 1	\$ _____ / per year
	Option Year 2	\$ _____ / per year

B3. Option for floating licenses for additional Users to be exercised at any time during the period of the Contract

Requirement	Estimated Quantity	\$ Firm Unit Price
Supply of floating licenses for additional Users Item 3.3, à Annexe "A", Énoncé des besoin.	2 Users	\$ _____ / per User

B4. Training

Note: Bidders must provide pricing for on-site classroom training. Bidders should provide pricing for on-line training, if available. For the purposes of evaluation, only on-site classroom training will be used in the evaluated price calculation. If the successful Bidder provides both options, both will be included in the

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contract. DRDC can exercise either training option, however, the option can only be exercised once during the Contract Period.

B4.1 Option for on-site classroom training to be exercised at any time during the period of the Contract.

Requirement	\$ Firm Lot Price
Supply of on-site classroom training for all DHM functionalities for up to ten (10) people in accordance with Item 3.1, in Annex "A", Statement of Requirement.	\$ _____

OR

B4.2 Option for on-line training, if available, to be exercised at any time during the period of the Contract.

Requirement	\$ Firm Lot Price
Supply of on-line training for all DHM functionalities for up to ten (10) people in accordance with Item 3.1, in Annex "A", Statement of Requirement.	\$ _____

ANNEX "C" INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "D" EVALUATION CRITERIA

1. Mandatory Requirements:

Proposals will be evaluated first on the basis of the mandatory requirements identified with an [M] in Annex A, Statement of Work. Bidders must meet ALL of the mandatory requirements in order to be considered further. Failure on the part of the bidder to meet one (1) or more of the mandatory requirements will result in the proposal being deemed non-compliant and ineligible for further consideration or evaluation.

1.1 The Bidder must clearly address each specification in detail demonstrating compliance to the requirement. Bidders must provide complete specifications with descriptive literature or other documentation for the proposed software.

2. Point Rated Requirements:

Bidders should clearly address and provide complete specifications with descriptive literature or other documentation to support any of the point rated requirements they want considered in the point rated evaluation.

Proposals will be evaluated against a maximum total of thirty-five (35) points for the scored requirement. Failure on the part of the bidder to meet the minimum score of fifteen (15) points will result in the proposal being deemed non-compliant and ineligible for further consideration or evaluation.

No	Mandatory Requirement	Point Rated Scoring Method for Desirable Requirements	Maximum Score
2.3	DHM software must enable the user to generate a virtual mannequin or avatar using data that comes from CFAS 2012 database which includes specific demographic information (gender, profession, and mother tongue). DHM software must be able to modify a virtual mannequin based linear as well as 3D anthropometric data	<ul style="list-style-type: none"> •Linear and 3D anthropometric databases can be fully integrated in DHM - 5 pts •Linear or 3D anthropometric databases can be fully integrated in DHM - 4 pts •Linear and 3D anthropometric data are manually entered into DHM - 3 pts •Linear or 3D anthropometric data are manually entered into DHM - 2 pts •Linear anthropometric data only can be entered into DHM - 1 pt 	5
2.8	DHM software must support the manipulation of all body joints	<ul style="list-style-type: none"> •All body joints including finger, digit and spinal manipulations - 5 pts •All body joints including finger and spinal manipulations - 4 pts •All body joints including finger or spinal manipulations - 3 pts •All body joints including finger manipulations - 2 pts •Large body joints excluding finger, digit, and spinal manipulations - 1 pt 	5
2.11	DHM software must include at least one of the following industry-standard,	One (1) point is given for each additional analysis tool up to a maximum of 21 points.	21

	validated, referenced ergonomic analysis tools.	<ul style="list-style-type: none"> • Force-based posturing • Static strength prediction (quasi-static biomechanical analysis) • Account for task frequency when assessing static strength requirements • Low back analysis (compression & shear forces at lumbar spine) • National Institute for Occupational Safety and Health (NIOSH) lifting standards. • Manual material handling • Rapid Upper Limb Assessment (RULA) • Cumulative exposure (low-back loading) • Fatigue (muscle level) • Energy metabolic expenditure • Line of sight (field of view) • Seated posture prediction • Functional reach assessments • Evaluate clearance requirements • Comfort assessment • Reflection zones • Obscuration zones • Coverage zones • Clearance/offset analyses (between virtual mannequin and workspace objects) • Others (please identify as part of proposal to be approved by DRDC) 	
2.12	DHM must be capable of creating dynamic task simulations.	<ul style="list-style-type: none"> • DHM should be compatible with tasking discrete-simulation models such as IPME™ - 1 point. • The task model should drive the DHM simulation - 1 point • DHM simulation should have an underlying referred timing engine to influence human motions within the simulation (i.e. Methods Time Measurement or other refereed time standard) - 1 point. • DHM should be able to report a time history for joint angle, moment and force data for task simulations (minimum resolution = 3 frames per second) - 1 point 	4
Maximum Points 35			

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ANNEX "E"
CERTIFICATION FORMS

Form 1

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 components 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:

[bidders should add or remove lines as needed]

Form 2

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 any 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 _____

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 _____