

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet ECODRIVING SIMULATOR	
Solicitation No. - N° de l'invitation 23240-130265/A	Date 2013-04-09
Client Reference No. - N° de référence du client 23240-130265	
GETS Reference No. - N° de référence de SEAG PW-\$\$QE-090-23682	
File No. - N° de dossier 090qe.23240-130265	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-17	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ahluwalia, Vishal	Buyer Id - Id de l'acheteur 090qe
Telephone No. - N° de téléphone (819) 956-0535 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES 4TH FL 580 BOOTH ST OTTAWA Ontario K1A0E4 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
Security and Information Operations Division/Division de la
sécurité et des opérations d'information
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
Gatineau
Québec
K1A 0S5

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

 Public Works and Government Services Canada	Travaux publics et Services gouvernementaux Canada	Document No. 23240-130265/A	Part - Partie 1 of - de 2 See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions							
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	ECODRIVING SIMULATOR	23240	I - 1	1	Each	\$	\$		See Herein	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor will supply the items detailed at Annex "A" attached hereto.

3. NATIONAL SECURITY EXCEPTION

This procurement is subject to the National Security Exception and is excluded from the trade agreements in accordance with the following Articles: XXIII(1) of the World Trade Organization-Agreement on Government Procurement (WTO-AGP), 1018(1) of the North American Free Trade Agreement (NAFTA) and 1804 of the Agreement on Internal Trade (AIT). If this requirement were to become public knowledge, it would compromise the confidentiality and integrity of the required goods and/or services.

4. NON-DISCLOSURE REQUIREMENT

This requirement is UNCLASSIFIED. However, a non-disclosure requirement as detailed at Part 6, Article 3. herein applies to this procurement.

5. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before 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) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

1.1 SACC Manual Clauses

SACC Manual Clause B4024T (2006-08-15) No Substitute Products

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.

Under no circumstances, bids submitted other than the Bid Receiving Unit specified on page 1 will not be accepted.

3. Enquiries - Solicitation Stage

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) business 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, Canada.

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: Financial Bid (1 hard copy).

Section II: Certifications (1hard copy)

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

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

1.1 SACC Manual Clauses C3011T (2010-01-11) Exchange Rate Fluctuation**Section II: Certifications**

Bidders must submit the certifications required under Part 5.

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.

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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

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.

2. Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

3. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. For all items the responsive bid with the **lowest aggregated evaluated price** will be recommended for award of a single contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority 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) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

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 the 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1.1 Federal Contractors Program for Employment Equity - Certification

Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP-EE) and have been declared ineligible contractors by Human Resources and Social 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 Contract 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-EE for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors will be declared non-responsive.

The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

- (a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,
- (b) () is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full time, part-time or temporary employees 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-EE is available on the following HRSDC Web site: <http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>.

1.2 Sole Bid - Price Support

1. In the event that your bid is the sole bid received, Government Contract Regulations require that additional price support be provided. In such an instance, acceptable price support can include one or more of the following:
 - (a) current published price list indicating the percentage discount available to the Department of Public Works and Government Services; or
 - (b) paid invoices for like items (like quality and quantity) sold to other customers; or
 - (c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor will supply the items detailed at Annex "A" attached hereto.

3. Non-disclosure Requirement

If this requirement were to become public knowledge, it would compromise the confidentiality and integrity of the required secure system. The Contractor acknowledges and understands the security requirement of this procurement and certifies that there will be NO communication (verbal or written) on this requirement to anyone within the Government other than the herein designated PWGSC Contractual Authority or his/her representative and, after contract award, the designated Technical Authority or his/her representative. Otherwise, communication may only be made with individuals who have a need to know solely for the purpose of performing the contract.

4. 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

4.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The text under Subsection 04 of Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is replaced by:

Solicitation No. - N° de l'invitation

23240-130265/A

Amd. No. - N° de la modif.

File No. - N° du dossier

090qe23240-130265

Buyer ID - Id de l'acheteur

090qe

CCC No./N° CCC - FMS No/ N° VME

23240-130265

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

4.2 Supplemental General Conditions

4001(2010-08-16) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance.

4003 (2010-08-16) Supplemental General Conditions - Licensed Software.

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

5. Delivery and Term of contract

5.1 It is requested that all the deliverables detailed at Annex "A" be delivered on or before JULY 31,2013.

Please provide your very best delivery; _____ days ARO.

Delivery must be made to:

NRCAN

885 MEADOWLANDS DRIVE 3RD FLOOR

OTTAWA ONT. K1A 0E4

5.2 Shipping Instructions

5.2 Priority Rating - Canadian-based Contractors

SACC Manual Clause C2801C 2010-01-11

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Vishal Ahluwalia

Public Works and Government Services Canada

Acquisitions Branch

Electronics, Munitions and Tactical Systems Procurement Directorate

11 Laurier Street, PDP III, 8C2

Gatineau, Quebec

K1A 0S5

Telephone: 613-956-0535

Facsimile: 613-956-6907

E-mail address: vishal.ahluwalia@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.

Solicitation No. - N° de l'invitation

23240-130265/A

Amd. No. - N° de la modif.

File No. - N° du dossier

090qe23240-130265

Buyer ID - Id de l'acheteur

090qe

CCC No./N° CCC - FMS No/ N° VME

23240-130265

6.2 Project Authority

The Project Authority for the Contract is:

To be provided

NRCAN

885 MEADOWLANDS DRIVE 3RD FLOOR

Ottawa, Ontario K1A 0E4

The Project 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 Project Authority, however the Project 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.

6.3 Contractor's Representative

Firm: _____

Telephone: _____

Facsimile: _____

Attn: _____

7. Payment

7.1 Basis of Payment

For the Work described in Annex A, Requirement - List of Deliverables.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the firm unit price(s) detailed herein, in Canadian funds. DDP NRCAN Ottawa Destination as per Incoterms 2000, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

For the firm price portion of the Work only, 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.

7.2 Method of Payment

SACC Manual Clause H1001C

(2008-05-12)

Multiple Payments

SACC manual Clause H3028C

(2010-01-11)

Advance Payment for Support

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods (Medium Complexity).

- a) The original invoice and two (2) copies must be submitted to the following address for certification and payment:

THRU EMAIL TO SHARED SERVICES OFFICE (SSO) INVOICE IMAGING

facturation@nrcan-rncan.gc.ca

Payables

615 BOOTH STREET

OTTAWA ON K1A 0E9

- b) One (1) copy must be sent to the Contracting Authority. For complete mailing address, see Section 6 Authorities under Article 6.1 Contracting Authority.

9. Certifications

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

10. Applicable Laws

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

11. 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) 4001(2010-08-16) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance.
4003 (2010-08-16) Supplemental General Conditions - Licensed Software.
4004 (2010-08-16) Supplemental General Conditions - Maintenance and Support Services for Licensed Software
- (c) 2010A (2012-11-19) General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Commercial General Liability Insurance
- (f) the Contractor's bid dated _____ (*insert date of bid*).
- (g) Limitation of Liability

12. Defence Contract

SACC Manual clause A9006C (2008-05-12) Defence Contract

13. Inspection and Acceptance

The Project Authority will be the Inspection/Acceptance Authority. All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the Inspection/Acceptance Authority or his/her designated representative. Should any report, document, good or service not be in accordance with the requirements and to the satisfaction of the Inspection/Acceptance Authority, as submitted, the Inspection/Acceptance Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract shall be undertaken by official correspondence by the Project Authority.

14. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex B. 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.

15. Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this article 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.

2. First Party Liability:

A. 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:

I. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";

II. physical injury, including death.

B. 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.

C. 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.

D. 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 (a) above.

E. 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:

I 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

II 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 (ii) of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block 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 million .

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1 million ,

F. 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.

3. Third Party Claims:

A. 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.

B. 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 paragraph (a), 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.

C. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

16. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Canada's Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

-
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement."
Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A STATEMENT OF WORK

TITLE

EcoDriving Simulator

BACKGROUND

Natural Resources Canada (NRCan) works to ensure the responsible development of Canada's natural resources, including energy, forests, minerals and metals. NRCan also uses its expertise in earth sciences to build and maintain an up-to-date knowledge base of Canadian landmass and resources.

Within NRCan, the Office of Energy Efficiency (OEE) (<http://oee.nrcan.gc.ca/>) promotes energy conservation and is committed to undertaking and supporting initiatives designed to reduce fuel use and greenhouse gas (GHG) emissions in Canada. Natural Resources Canada's ecoENERGY Efficiency for Vehicles Program (eEEV) aims to reduce energy use and emissions from transportation in Canada. eEEV offers fuel-efficient driver training, provides energy information to vehicle consumers, and encourages freight companies to make their operations as energy efficient as possible.

The ecoENERGY Efficiency for Vehicles Program has established that driving style can have a significant impact on vehicle fuel consumption irrespective of the vehicle driven and the technology incorporated into each vehicle. By adopting the fuel-efficient driving practices espoused by the Program, drivers can reduce fuel use by 25%.

As denoted in eEEV's Performance Measurement and Risk Strategy for its Treasury Board Submission, the Program is expected to engage drivers using updated resources. A driving simulator is a low cost training tool that enables Program staff to replicate an in-car driving experience without the need for a real vehicle, fuel, etc. Simulators can be loaded with specific driving scenarios that emulate real-world driving conditions and allow users to learn how to drive more proactively and thus use less fuel.

OBJECTIVE

To acquire an "eco" driving simulator which includes (simulator training tool and operator station Simulator, operator station hardware, software, mobility and storage, training) that will be used as a teaching tool to train driver educators, transportation and road safety stakeholders, and the general public to learn how to drive fuel-efficiently.

SCOPE OF WORK

Hardware for a driver simulator and operator station:

Simulator:

The simulator must be equipped with 3 screens which provide a 180 degree field of view from the driver's vantage point.

The video display must meet or exceed a high definition resolution of 1980 X 1020 pixels per display. Video components must have a data refresh rate (measured in Hz) capable of effectively mitigating "blink" or "smear".

The simulator must be constructed with actual car parts (seat, steering column, pedals, dashboard and relevant accessories). The dashboard must be fully functioning where the speedometer and rpm gauge must provide realistic feedback consistent with the scenario in play.

The simulator must have professional fully enclosed wiring and computer components.

The following controls should be included within the driving compartment and should be operational: ignition switch, turn signals, gear selector, accelerator, brake, steering wheel and steering column, headlight switch, and an adjustable driver's seat. The driver's seat must be equipped with a shoulder-lap belt.

The steering wheel should have a tilt feature. The steering system should interface with "terrain mapping" software so that the driver experiences a "feel" for the surface of the virtual road, including surface aberrancies (curbs, bumps, rough shoulder, etc.) as they occur within a scenario. The steering wheel shall include a horn that is functional within the virtual world. The steering wheel should have its torque set so that it simulates the actual force required to turn a steering wheel of that vehicle's class under driving and environmental conditions consistent with the scenario in play.

The simulator (hardware and software) must offer both an automatic and manual transmission driving experience. The center console of the simulator must be easily convertible between automatic and manual gear selectors.

The simulator must be equipped with a motion (vibration) system that provides additional cues (i.e.: hard braking = pitching down of driver seat, hard acceleration = pitching up of driver seat, road speed vibration etc.) to the driver when seated in the driver seat and when driving a given scenario.

Five Auto\$mart ecoDriving tips must be printed in English on a rigid panel underneath the left display screen. Five Auto\$mart ecoDriving tips must be printed in French on rigid panels underneath the right display screen.

Operator station:

The system shall include a separate operator's console from which an operator can load vendor-built scenarios, load vehicle type, vary traffic, alter weather conditions and operate all simulator control tools. The instructor should be able to select scenarios, alter scenario vehicle behaviour, and assume control of scenario vehicles from the operator console at any time during the simulation.

The operator station will launch the simulator exercises and aggregate statistics relative to specific driving scenarios.

For the most part, computer hardware must be consolidated with the operator station in a mobile computer tower and not attached to the simulator.

The operator station must be able to provide printed output to simulator users/drivers. The output will identify fuel used during the scenario and carbon dioxide emissions. The output will also print driving tips that will inform simulator users how they can further reduce fuel use. The operator station must also be capable of replaying session scenarios.

[All audio visual components and relevant hardware for the operator station and simulator must use new appliances and should be shock mounted to a stable framework.]

Simulator software:

Virtual Environment:

The virtual world should be high quality and realistically simulate a range of driving conditions and environments including, but not limited to:

- o Paved, unpaved, and damaged roadways
- o Single, double, and multi-lane roads
- o Static and dynamic traffic control devices, road markings, caution devices, and barricades
- o Bridges, grades, hills, valleys, shoulders, on/off ramps, etc.

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- o Crosswalks, over-passes, railroad and school crossings
 - o Urban, rural, suburban, highway landscapes and layouts
 - o Static distractions and visual obstructions (signs, buildings, billboards, etc.)
 - o Dynamic elements (pedestrians, animals, other vehicles, etc.)
 - o Weather and lighting influences (wind, rain, sleet, fog, darkness, etc.)
 - o Ambient Traffic with variable density

Driving scenarios:

The contractor will include 6 fuel efficiency driving scenarios using a number of light-duty vehicles. The software will include a number of cars (i.e.: compact, full-size vehicles) and light trucks (i.e.: sport utility vehicles, pick-up trucks, panel vans).

[Note: Vendor response must articulate the vendor options that specifically address the above listed vehicle types.]

Five scenarios of 2-5 minutes in duration must be developed that emulate real-world fuel use. One scenario must be developed for each of the following fuel-efficient driving behaviours:

- 1) Accelerating gently
- 2) Maintaining a steady speed
- 3) Anticipating traffic
- 4) Avoiding high speeds
- 5) Coasting to decelerate

Each scenario must provide the simulator user/driver real-time feedback on-screen in both English and French. The feedback will display excessive energy use where appropriate and carbon dioxide emissions during the scenario. At the end of the scenario, a report must be displayed on the front screen that compares the performance of the user with the overall group, and the best score for the scenario.

A sixth "eco-driving challenge" scenario of 2-5 minutes duration must be developed that incorporates all of the 5 fuel-efficient driving behaviours. The scenario should begin by providing users with a step-by-step procedure to follow that will enable them to complete the scenario without operator intervention. At the end of the scenario, a report must be displayed on the front screen that compares the performance of the user with the overall group and the best score for the scenario. The sixth scenario must be able to provide feedback in English and French.

As part of the simulated driving environment, the simulator must provide quality surround sound that is consistent with the scenario (road noise, engine rpm, traffic, etc.).

Energy use feedback:

The simulator software must be able to calculate realistic fuel use information. The fuel-use calculation must be a function of the scenario, physical forces (inertia, rolling resistance, aerodynamics, gravity, etc.), the type of vehicle, the engine map of the vehicle, and driving behaviour.

[Vendor response must clearly articulate how fuel use feedback is derived.]

Mobility and storage:

The simulator and operator station must be designed for easy set-up and dismantling. Quick connect/disconnect wiring must be used between the operator station, the car cabin/cockpit, the display screens, and other relevant hardware.

Heavy duty rollers/wheels must be used on the operator station, cabin/cockpit, and the display screens.

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090qe

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Heavy-duty transportation boxes (on heavy duty rollers) must be constructed that are capable of housing all the simulator elements.

Training and support and delivery:

The contractor must ship the simulator to Ottawa.

The contractor must provide eEEV Program staff with training in Ottawa regarding simulator set-up, simulator usage, and troubleshooting.

APPROACH AND METHODOLOGY

The management by the Contractor of service delivery to NRCan shall be undertaken in accordance with all the applicable acts, Regulations, Codes, of NRCan and/ or government/ or government regulations, codes, and policies, including government policies regarding privacy such as the Privacy Act (Online at: <http://laws.justice.gc.ca/en/P-21/index.html>).

The Contractor shall ensure that all resources deployed in the provision of services under the Contract are properly trained and qualified to fulfill their responsibilities. In addition, the Contractor shall ensure that all of its deployed resources are operating at all times in accordance with all applicable legislation, regulations, codes, and policies.

DEPARTMENTAL SUPPORT

The Departmental Representative or his/her designate will provide the following to the Contractor, as required for the completion of the work;

Ensure staff is available to attend a one-day training session;

Provide other assistance, as required.

LANGUAGE OF WORK

NRCan is under the obligation to respect the spirit and the letter of the Official Languages Act. The Contractor shall have the ability to perform all or part of the work in either Official Language (English or French).

WORK COMMENCEMENT/ DURATION/ AND AWARD

The contract will commence upon award.

Parts and services to be under warranty for one year after purchase date.

ANNEX 'B'**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.

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ANNEX A STATEMENT OF WORK

TITLE

EcoDriving Simulator

BACKGROUND

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LANGUAGE OF WORK

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WORK COMMENCEMENT/ DURATION/ AND AWARD

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 - (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.