

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet REAL TIME SIMULATION SOFTWARE	
Solicitation No. - N° de l'invitation 31184-091037/A	Date 2012-06-04
Client Reference No. - N° de référence du client 31184-091037	
GETS Reference No. - N° de référence de SEAG PW-\$\$EE-019-24496	
File No. - N° de dossier 019ee.31184-091037	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-16	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Baker, Roxane	Buyer Id - Id de l'acheteur 019ee
Telephone No. - N° de téléphone (819) 956-1105 ()	FAX No. - N° de FAX (819) 953-3703
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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

Systems Software Procurement Division / Division des
achats des logiciels d'exploitation

11 Laurier St. / 11 rue, Laurier

4C1, Place du Portage, Phase III

Gatineau

Quebec

K1A 0S5

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

BID SOLICITATION

REAL-TIME SIMULATION SOFTWARE DEVELOPMENT TOOLKIT

FOR

NATIONAL RESEARCH COUNCIL CANADA

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 Introduction	4
1.2 Summary	4
1.3 Communications Notification	4
1.4 Debriefings	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 Standard Instructions, Clauses and Conditions	5
2.2 Submission of Bids	5
2.3 Enquiries - Bid Solicitation	5
2.4 Applicable Laws	5
2.5 Improvement of Requirement During Solicitation Period	5
2.6 Volumetric Data	6
PART 3 - BID PREPARATION INSTRUCTIONS	7
3.1 Bid Preparation Instructions	7
3.2 Section I: Technical Bid	7
3.3 Section II: Management Bid	8
3.4 Section III: Financial Bid	8
3.5 Section IV: Certifications	9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 Evaluation Procedures	10
4.2 Technical Evaluation - Mandatory Technical Criteria	10
4.3 Financial Evaluation	10
4.4 Basis of Selection	10
PART 5 - CERTIFICATIONS	12
5.1 Certifications Precedent to Contract Award	12
5.2 Federal Contractors Program for Employment Equity - Certification	12
5.3 Former Public Servant Certification	13
5.4 Bidder Certifies that All Equipment and Software is "Off-the-Shelf"	14
5.5 Software Publisher Certification and Software Publisher Authorization	14
PART 6 - FINANCIAL AND OTHER REQUIREMENTS	15
6.1 Financial Capability	15
PART 7 - RESULTING CONTRACT CLAUSES	16
7.1 Requirement	16
7.2 Optional Goods and Services	16
7.3 Standard Clauses and Conditions	16
7.4 Security Requirement	17
7.5 Contract Period	17
7.6 Authorities	17-18
7.7 Payment	18
7.8 Invoicing Instructions	19
7.9 Certifications	20
7.10 Applicable Laws	20

7.11 Priority of Documents	20
7.12 Foreign Nationals (Canadian Contractor)	20
7.13 Foreign Nationals (Foreign Contractor)	20
7.14 Insurance Requirements	20
7.15 Limitation of Liability - Information Management/Information Technology	20
7.16 Joint Venture Contractor	22
7.17 Licensed Software	22
7.18 Licensed Software Maintenance and Support	23
7.19 Training	24
7.20 Termination for Convenience for Software Maintenance and Support Services	24
7.21 Safeguarding Electronic Media	25

List of Annexes to the Resulting Contract:

Annex "A"	Statement of Requirement
Annex "B"	Pricing Tables

List of Attachments to Part 3 (Bid Preparation Instructions)

- Attachment 3.1 - Bid Submission Form

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection)

- Attachment 4.1 - Substantiation of Technical Compliance Form

List of Attachments to Part 5 (Certifications)

- Attachment 5.1 - Software Publisher Certification Form
- Attachment 5.2 - Software Publisher Authorization Form

BID SOLICITATION FOR REAL-TIME SIMULATION SOFTWARE DEVELOPMENT TOOLKIT FOR NATIONAL RESEARCH COUNCIL CANADA

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- 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 (SOR) and the Pricing Tables.

1.2 Summary

Canada has an initial requirement for a commercially available Real-Time simulation software development toolkit (SDK) for one Client User. The required SDK must include the Licensed Software with 5 run-time licenses, a twelve-month warranty, software maintenance and support, documentation. Training must also be provided. The bid solicitation is intended to result in the award of a contract for one year, plus five one-year irrevocable option(s) allowing Canada to extend the term of the contract.

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

1.3 Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

1.4 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

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>) issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012/03/02) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: one hundred twenty (120) days

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given

consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.6 Volumetric Data

The volumetric data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

(a) Canada requests that Bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (four (4) hard copies *and two (2) soft copies* on CD)
- (ii) Section II: Management Bid (four (4) hard copies *and two (2) soft copies* on CD)
- (iii) Section III: Financial Bid (one (1) hard copy *and one (1) soft copy* on CD)
- (iv) Section IV: Certifications (one (1) hard copy)

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. Bidders are requested to identify one hard copy as the master copy. In the event of a discrepancy between the wording of the master copy and the other copies, the wording of the master copy will have priority over the wording of the other copies.

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

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

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

(c) The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own. Even though material submitted in one bid will not be used to supplement another bid submitted by the same bidder, where inconsistencies are noted among multiple bids submitted by the same bidder, Canada may take those inconsistencies into account in evaluating the multiple bids. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

3.2 Section I: Technical Bid

(a) In their technical bid, Bidders must demonstrate their understanding of the requirement contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

(b) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form (Attachment 3.1) with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal

Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) **Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder and its proposed Real-Time Simulation Software Development Toolkit with the specific articles of Annex A (Statement of Requirement) Table A (Contractual Obligations) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iii) **Training Plan:** The Bidder must provide an outline of its proposed draft training plan, which must demonstrate that the Bidder's proposed training meets all the mandatory requirements for training described in Part 7, Clause 7.19 to familiarize them with the software and give them a basic ability to use the software to solve problems.
- (iv) **Description of the Bidder's Maintenance and Support Services:** The Bidder must include a description of its maintenance and support services for software, which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Requirement. At a minimum, the Bidder must describe its:
 - (A) Problem reporting and response procedures;
 - (B) Escalation procedures;
 - (C) Any enhancements to the basic requirements that the Bidder is offering.

The Bidder may also describe any other information it considers relevant.

3.3 Section II: Management Bid

The Management Bid consists of the following:

- (a) **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

3.4 Section III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Annex "B", Pricing Tables. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the

requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

(d) **SACC Manual Clauses:**

- (i) C3010T (2010-01-11), Exchange Rate Fluctuation

3.5 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical management and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation - Mandatory Technical Criteria

- (a) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (b) The mandatory requirements are described in Annex A, Statement of Requirement, Table A.
- (c) **Demonstration:** Canada may, but will have no obligation, to require that the top-ranked Bidder (identified after the financial evaluation) demonstrate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If required, the demonstration must be conducted, at no cost to Canada, at a location in the National Capital Region agreed to by the Contracting Authority. Canada will provide no fewer than 5 working days of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within 3 days. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Assessed Price using the Pricing Tables completed by the Bidders.
 - (i) SACC Manual Clause A0220T (2007-05-25), Evaluation of Price.
- (b) **Formulae in Pricing Tables**

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.4 Basis of Selection

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

- (b) If more than one bid is ranked first because of identical prices, then the bid with the lowest price for the initial requirement will become the top-ranked bid.
- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

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 in accordance with the articles below.

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.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

5.2 Federal Contractors Program - Certification

- (a) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- (d) Each bidder is requested to indicate in its bid whether it is:
 - (i) not subject to FCP, having a workforce of fewer than 100 permanent full or part-time employees, or temporary employee having worked 12 weeks or more in Canada;
 - (ii) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time employees, or temporary employees having worked 12 weeks or more in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or

- (iv) subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

Note to Bidders: Bidders are requested to use the Bidder Form "Attachment 3.1" to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.

5.3 Former Public Servant Certification

- (a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
 - (i) **"former public servant"** means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - (A) an individual;
 - (B) an individual who has incorporated;
 - (C) a partnership made of former public servants; or
 - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - (ii) **"lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
 - (iii) **"pension"** means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
 - (i) name of former public servant;
 - (ii) date of termination of employment or retirement from the Public Service.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
 - (i) name of former public servant;
 - (ii) conditions of the lump sum payment incentive;

- (iii) date of termination of employment;
 - (iv) amount of lump sum payment;
 - (v) rate of pay on which lump sum payment is based;
 - (vi) period of lump sum payment including start date, end date and number of weeks; and
 - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- (e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.4 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.

5.5 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 (Form 2) 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 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 (Form 3) 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 - FINANCIAL AND OTHER REQUIREMENTS

No security requirements apply to this bid solicitation.

6.1 Financial Capability

- (a) SACC Manual clause A9033T (2012-01-18) Financial Capability; except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Annex "A", Statement of Requirement (SOR), 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.
- (b) **Client:** Under the Contract, the "**Client**" is the **National Research Council Canada**.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

7.2 Optional Goods and Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods and services, described in Annex "B", Table 2 and 3 - Optional Requirements, of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.3 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/all>) issued by Public Works and Government Services Canada.

- (a) **General Conditions:**
- (i) 2030 (2012-01-18), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.
- (b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4003 (2012-01-30), Supplemental General Conditions - Licensed Software;
Section 8 is deleted and replaced with the following
4003 08 Licensed Software - Transfer
In addition, the Contractor grants to Canada the right to transfer the runtime licenses to any third party for their use without further distribution.
- (ii) 4004 (2012-01-30), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

7.4 Security Requirement

This document is UNCLASSIFIED, however;

- (a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- (b) Contractor personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

7.5 Contract Period

- (a) **Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends one year later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Pricing Tables, Annex "B".
 - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.
- (c) **Delivery Date**
 - (i) The Real-Time Simulation Software Development Toolkit including the 5 run-time licenses must be received within ten (10) working days after the date the Contract is awarded;
 - (ii) The first Training session must be held no later than 2-4 weeks after receipt of the Real-Time Simulation Software Development Toolkit;
 - (iii) The second Training session must be held 2 to 4 months after the first Training session.

7.6 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: **Roxane Baker**
Title: A/Supply Specialist

Public Works and Government Services Canada, Acquisitions Branch

Directorate: Software and Shared Systems Procurement Directorate
 Address: Place du Portage, Phase III
 11 Laurier Street
 Gatineau, Quebec, K1A 0S5
 Telephone: (819) 956-1105
 Facsimile: (819) 953-3703
 E-mail address: roxane.baker@tpsgc-pwgscc.gc.ca

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

(b) **Technical Authority**

The Technical Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

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

(c) **Contractor's Representative**

Note to bidders: information will be completed by the Contracting Authority at contract award.

7.7 Payment(a) **Basis of Payment**

- (i) **Licensed Software:** 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", Pricing Tables, Table 1, FOB destination, including all customs duties, GST/HST extra. The firm prices include the warranty during the Software Warranty Period.
- (ii) **Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, the firm price(s) set out in Annex "B", Pricing Tables, Table 1, payable in advance, FOB destination, including all customs duties, GST/HST extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year).

- (iii) **Training:** For training courses, Canada will pay the Contractor the all-inclusive per diem rate set out in Annex "B", Pricing Tables, Table 1, upon completion of the training session, GST/HST extra.
 - (iv) **Optional Goods - Extend Software Maintenance and Support Period:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor, the firm price(s) set out in Annex "B", Pricing Tables, Table 2, payable in advance, FOB destination, including all customs duties, GST/HST extra.
 - (v) **Optional Additional Software Licenses and Maintenance and Support on Additional Licenses:** If additional licenses to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation), are purchased during the Software Support Period, Canada will pay the Contractor the firm price(s) set out in Annex "B", Pricing Tables, Table 3, FOB destination, including all customs duties, GST/HST extra.
 - (vi) **GST/HST:**
 - (vii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
 - (viii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (b) **Limitation of Expenditure**
- Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- (c) **Method of Payment - Licensed Software**
- (i) H1000C (2008-05-12), Single Payment
- (d) **Method of Payment - Advance Payment for Maintenance and Support Services**
- Canada will pay the Contractor in advance for maintenance and 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.
- Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.
- (e) **Method of Payment - Training**
- (i) H1000C (2008-05-12), Single Payment
- 7.8 Invoicing Instructions**
- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
 - (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

- (c) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.9 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, under the default provision of the Contract, to terminate the Contract for default.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4003 (2012-01-30);
 - (ii) 4004 (2012-01-30);
- (c) general conditions 2030 (2012-01-18);
- (d) Annex "A", Statement of Requirement;
- (e) Annex "B": Pricing Tables;
- (f) the Contractor's bid dated _____, as amended _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.12 Foreign Nationals (Canadian Contractor)

- (a) SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

7.13 Foreign Nationals (Foreign Contractor)

- (a) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor).

7.14 Insurance Requirements

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

7.15 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 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1M, whichever is more.
 - (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (c) **Third Party Claims:**

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

7.16 Joint Venture Contractor

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

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

7.17 Licensed Software

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

Licensed Software	The Licensed Software, which is defined in 4003 and Annex "A", Statement of Requirement, includes all the products
-------------------	--

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.1 (7 JULY 2009)		
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

	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: _____ [this information will be completed at contract award using information in the Contractor's bid]
Type of License being Granted	Perpetual User License
Number of Users Licensed	One User license for the SDK + 5 run-time licenses
Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex "B", Pricing Tables, Table 3 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	National Capital Region
Installation Site	National Capital Region
Media on which Licensed Software must be Delivered	CD-ROM

- (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 of the Licensed Software Maintenance and Support.

7.18 Licensed Software Maintenance and Support

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

Software Support Period	The Software Support Period is the Contract Period.
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all 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 five 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", Pricing Tables. 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) within 60 minutes of the initial time of the Client or User's initial communication. [

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.1 (7 JULY 2009)		
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

	<i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
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 _____. <i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Language of Support Services	The Support Services must be provided in English.

7.19 Training

- (a) The Contractor will provide Training to NRC staff members to familiarize them with the software and provide them a basic ability to use the software to solve problems. It will be divided into two training sessions.
- (b) The first will be an introductory session of two to four days duration that must be held two to four weeks after the receipt of the Software products for new users and for line managers and project managers who will not be using the software directly but need to understand the nature and potential capabilities of the SDK. There will be approximately ten staff members attending the session. All will be professional engineers. Two of the ten will have significant experience writing C++, and six of the others will have significant experience writing with other computer languages (e.g., Fortran, Pascal, Visual Basic, etc.). One person will have extensive experience with CM Labs Vortex, three others will have very strong modeling and simulation capabilities with multibody dynamics packages like NUCARS and Vampire, four have extensive experience with other numerical analysis software (e.g., ANSYS FEA, NRMM), and two will be relatively new to simulation and modeling. The training will take place in an NRC training room at 2320 Lester Road, Ottawa, ON. The training must focus on developing a model of a wheeled vehicle operating over hard ground with some two predefined vertical perturbations (e.g., sinusoidal bump and step). The vehicle model must include basic suspension, steering and powertrain systems, and keyboard input to define steering, throttle and brake input. At the end, the users should be able to drive the simulated vehicle in its simulated environment, performing various acceleration, braking and steering manoeuvres. The user should be able to visualize the path ahead of the vehicle in real time, or see the vehicle and environment from randomly selected alternate points of view.
- (c) The second training session will take place two to four months after the first, and will provide advanced training to approximately six staff members. It will address problems that have arisen in the intervening time, and focus on advanced topics that have not been addressed to date. It will take place in the same training facility, will last for four days, and will build on the simulated vehicle and environment that were developed in the first training session. The staff members attending will have experience with the SDK.
- (d) The training, including both the instruction and the course materials, must be provided in English.

7.20 Termination for Convenience for Software Maintenance and Support Services

Notwithstanding the Termination for Convenience provisions contained at Section 31 of 2030 - General Conditions - Higher Complexity - Goods, the parties agree that in the event of termination of services for the convenience of Canada for which an advance payment has been made, charges up to the date of termination will be calculated on a prorata basis of a twelve month year and a thirty day month. The Contractor shall

immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

7.21 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
REAL-TIME-SIMULATION SOFTWARE DEVELOPMENT TOOLKIT

1.0 Introduction

The National Research Council Centre for Surface Transportation (NRC-CST) has a requirement to conduct real-time simulations of tracked and wheeled vehicles operating in on-road and off-road environments. A software development toolkit (SDK) is required to allow engineers to rapidly and effectively create computer simulation models that can be used as the core of a real-time vehicle simulator. The vehicle simulators will be used for vehicle performance evaluation, design optimization and driver training. The SDK must allow developers to quickly and easily build models that simulate the physical behaviour of tracked and wheeled vehicles and various types of heavy equipment in real time.

2.0 Technical Environment

The SDK must operate on a personal computer (PC) with an Intel Core i7 920 or its equivalent and Microsoft Windows XP Professional, Version 2002, Service Pack 2. The SDK will be installed on multiple computers and the Contractor will provide a hardware key (dongle) to ensure that more than one user never uses it at a time. The controlling access will be done with a hardware key that can be passed to the person that needs to use the SDK.

The Licensed Software SDK must be a development license which enables at a minimum the Client to write, test, debug and modify the application which the Client creates using the SDK. The runtime license must include all necessary intellectual property rights to enable the end user to run the Client's application with the required components of the SDK.

TABLE "A"
CONTRACTUAL OBLIGATIONS

All of the following specifications must be met.

Req. #	Description
M-01	The SDK must deliver, allow and support the functionality for the user to develop physics-based 3D models of vehicles and equipment that interact with terrain, buildings and other scenery in a 3D OpenFlight Version 16.4 scenery model developed in software packages such as Creator Version 4.0, Creator Pro or Terra Vista Version 6.0 (by Presagis Inc.).
M-02	The SDK must deliver, allow and support the functionality for the user to provide real-time input (e.g., steering, braking, accelerator, and other driver controls) to the simulation, and the vehicle must respond in an appropriate manner based on the physics of the simulated vehicle.
M-03	The SDK must calculate constraint forces for force-feedback devices and motion platforms, and must provide and allow the end user to configure an electronic interface to them.
M-04	The SDK must operate with OpenSceneGraph Version 2.8.2 and Vega Prime Version 3.0 to show visual representations of the scenery and the vehicle responses in real time.
M-05	The SDK must deliver, allow and support the functionality for the user to define joints and constraints for the motion and velocity of one body or group of bodies relative to another using any arbitrary combination of the 6 degrees of freedom of the body. In cases where motion is allowed, the user must be able to define limits to the motion, or lock the motion as desired. Where angular motion is allowed, the user must also be able to motorize the motion of the joint by defining velocities and torques as desired.

M-06	The SDK must deliver, allow and support the functionality for the user to select joints and constraints from a pre-defined library that includes, but is not limited to: a) a ball-and-socket that allows universal rotation; b) a hinge that allows single-axis rotation; c) a prismatic joint that allows linear motion; d) a universal joint that combines two hinges; e) a cylindrical joint that combines prismatic and hinge motion; f) a differential joint that simulates an automotive differential with a single input shaft and two output shafts; g) a distance joint that constrains the two parts to be within a given distance; h) a double hinge that combines two hinges; i) a distance constraint to allow the modeling of torsion bar road arm and wheel assemblies; j) a car wheel joint that models the behavior of a car wheel with steering and suspension; k) a gear ratio joint that defines the angular velocity of one body relative to another; l) a screw joint that combines linear and angular motion; m) a spring joint, a winch pulley joint to define the motions of a cable on a cable on a pulley.
M-07	The SDK must allow the number of degrees of freedom to be dynamically changed at run-time in response to relative motions, collisions and other events.
M-08	The SDK must deliver, allow and support the automatic handling of kinematic loops.
M-09	The SDK must deliver, allow and support fast, flexible, high-fidelity, physics-based modeling of the suspension system at each individual wheel station on a vehicle model;
M-10	The SDK must deliver, allow and support fast, flexible, high-fidelity, physics-based modeling of tires interacting with the terrain. Where the tires are operating on hard ground, the SDK must have a pre-defined library of tire models that includes the Fiala tire model and the Pacejka Magic-Formula tire model. Where the vehicle is operating on soft ground, the SDK must have a pre-defined soft ground model that defines terrain compaction and the development of thrust using a Bekker pressure-sinkage relationship and a shear-stress-shear-displacement relationship.
M-11	The SDK must deliver, allow and support fast, flexible, high-fidelity, physics-based modeling of the powertrain of a vehicle, including the engine, transmission, torque converter, drive shafts, and differentials.
M-12	The SDK must deliver, allow and support fast, flexible, high-fidelity, physics-based modeling of fluids (such as water) interacting with the vehicle as the vehicle travels through it or over it. This must include the effects of vehicle buoyancy, wake, wave propagation and vehicle interaction with waves.
M-13	The SDK must deliver, allow and support fast, flexible, high-fidelity, physics-based modeling of cables that may be used for vehicle recovery or hoisting, and must support cable sag, interaction with pulleys, and spooling around cable drums.
M-14	The SDK must deliver, allow and support fast, flexible, high-fidelity, physics-based modeling of collisions that take place between various vehicle and scene elements.
M-15	The SDK must deliver, allow and support the development and running of real-time simulation of tracked and wheeled vehicles on a PC with an Intel Core i7 920 or its equivalent, and Microsoft Windows XP Professional, Version 2002, Service Pack 2.
M-16	The SDK must deliver, allow and support fast, flexible, high-fidelity, physics-based modeling of both link tracks and belt tracks operating on a sprung roadwheel system on a vehicle. The tracks should interact with the sprung roadwheel system on the vehicle and with the terrain in a realistic manner.
M-17	The SDK must automatically change the configurations of various bodies, and the corresponding number of degrees of freedom, at run-time based on user input.
M-18	The SDK must include automatic run-time partitioning of components and sub-systems to facilitate fast, effective real-time simulation of large-degree-of-freedom systems.
M-19	The Contractor must provide a hardware key (dongle) with the SDK in order to control the

Solicitation No. - N° de l'invitation		Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.1 (7 JULY 2009)			
Client Ref. No. - N° de réf. du client		File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
	access.		
M-20	The SDK must be able produce executable code, for any of its computer simulation models, that can be run any number of times on the same PC that the SDK is installed on and on any other similar PC that NRC may have on its premises.		
M-21	NRC must have the right to sell the executable code produced by the SDK, including a run-time license, for any of its computer simulation models to a third party, such that the third party is able to run the executable code without restriction on any PC on its premises.		
M-22	NRC must have the right to sell the five separate run-time licenses with the executable code to five different third-parties such that the third-parties are able to run the executable code without restriction on any PC on their premises.		
M-23	If a run-time license or other similar software or hardware is required as defined in M-22, then the present purchase shall include an option to purchase any required number of these run-time licenses or other similar software or hardware, during the sixty months following the date of delivery of the SDK, at a fixed price defined by the Contractor in the bid package.		
M-24	The present purchase must include a perpetual license that allows any NRC staff member who has access to a PC equipped with the hardware key (defined in M-19) to use all of the components in the SDK. There is no requirement for NRC to be able to sell the SDK itself to a third party.		

ANNEX "B"
PRICING TABLES

TABLE 1				
Initial Requirement (Date of Award - ends one year later)				
Column A	Column B	Column C	Column D	Column E
Item No.	Description	FIRM UNIT PRICE FOR ONE USER	QTY FOR EVALUATION PURPOSES	TOTAL PRICE FOR EVALUATION PURPOSES
1	Real-Time Simulation Software Development Toolkit including five run-time licenses	\$	1	\$
2	For the Supply of Maintenance and Support Services for 1 year from Contract Award	\$	1	\$
		FIRM UNIT PRICE PER DAY	QTY FOR EVALUATION PURPOSES (DAYS)	
3	Training Instructor	\$	8	\$
TOTAL PRICE IN CAD FOR EVALUATION PURPOSES (1+2+3)				\$

TABLE 2				
Optional Requirements				
Firm Prices for Optional Renewal of Maintenance and Support				
Column A	Column B	Column C	Column D	Column E
Item No.	Description	FIRM UNIT PRICE FOR ONE USER	QTY FOR EVALUATION PURPOSES	TOTAL PRICE FOR EVALUATION PURPOSES
1	Renewal of Maintenance & Support Services for Option Year 1	\$	1	\$
2	Renewal of Maintenance & Support Services for Option Year 2	\$	1	\$
3	Renewal of Maintenance & Support Services for Option Year 3	\$	1	\$
4	Renewal of Maintenance & Support Services for Option Year 4	\$	1	\$
5	Renewal of Maintenance & Support Services for Option Year 5	\$	1	\$
TOTAL PRICE IN CAD FOR EVALUATION PURPOSES (1+2+3+4+5)				\$

TABLE 3 Optional Requirements Firm Prices for Additional licenses & Maintenance and Support Services				
Column A	Column B	Column C	Column D	Column E
Item No.	Description	FIRM UNIT PRICE FOR ONE USER	QTY FOR EVALUATION PURPOSES	TOTAL PRICE FOR EVALUATION PURPOSES
1	Firm prices for Additional run-time Licenses during the Contract Period	\$	1	\$
2	Firm prices for Maintenance and Support Services on Additional Licenses during the Contract Period	\$	1	\$
TOTAL PRICE IN CAD FOR EVALUATION PURPOSES (1+2)				\$

TABLE 4 Total Assessed Price for Price Calculation		
Column A	Column B	Column E
Item No.	Description	TOTAL PRICE
1	Initial Requirement (Date of Award - ends one year later) - Table 1	\$
2	Firm Prices for Renewal of Maintenance and Support services - Table 2	\$
3	Firm Prices for Additional Licenses and Maintenance and Support Services on Additional Licenses- Table 3	\$
TOTAL ASSESSED PRICE (TAP) IN CAD FOR EVALUATION PURPOSES (1+2+3)		\$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.1 (7 JULY 2009)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 3.1**BID SUBMISSION FORM**

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003]	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.1 (7 JULY 2009)		
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to: (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE. Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation. For joint ventures, be sure to provide this information for each of the members of the joint venture.	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :	
	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;	
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR	
	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]		
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. This bid is valid for the period requested in the bid solicitation; 2. All the information provided in the bid is complete, true and accurate; and 3. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder		

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.1 (7 JULY 2009)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 4.1**Substantiation of Technical Compliance Form**

Article of Statement of Work that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
M-01		
M-02		
M-03		
M-04		
M-05		
M-06		
M-07		
M-08		
M-09		
M-10		
M-11		
M-12		
M-13		
M-14		
M-15		
M-16		
M-17		
M-18		
M-19		
M-20		
M-21		
M-22		
M-23		
M-24		

ATTACHMENT 5.1**Software Publisher Certification Form**

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

The Bidder certifies that 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]

ATTACHMENT 5.2**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
