

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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Time-of-Flight Chemical Ionization	
<b>Solicitation No. - N° de l'invitation</b> KM061-121075/A	<b>Date</b> 2012-07-30
<b>Client Reference No. - N° de référence du client</b> KM061-121075	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-016-5980	
<b>File No. - N° de dossier</b> TOR-2-35100 (016)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Yari, Helen	<b>Buyer Id - Id de l'acheteur</b> tor016
<b>Telephone No. - N° de téléphone</b> (905) 615-2081 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT 4905 DUFFERIN ST DOWNSVIEW Ontario M3H5T4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

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

**Issuing Office - Bureau de distribution**

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

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

B1000T (2007-11-30) Condition of Material

### 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.

**Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.**

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

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

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

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **1. Bid Preparation Instructions**

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

Section I: Technical Bid (3 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<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 8.5 x 11 inch (216 mm x 279 mm) 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.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: 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) must be shown separately, if applicable.

##### **1.1 SACC Manual Clauses**

C3011T (2010-01-11), Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

**1.1 Technical Evaluation****1.1.1 Mandatory Technical Criteria**

A proposal will be deemed non-responsive and will not be given further consideration if it fails to meet the following criteria:

	Mandatory Technical Criteria	Page # of Supporting Documentation
M1.	The Bidders must comply with Annex A, Requirement for Micro Orifice Volatilization Impactor Chemical Ionization Time-of-Flight Mass Spectrometer system. Bidder must submit with their bid supporting technical documents such as: literature, brochures and/or specifications for their proposed system, which clearly demonstrates that their proposed system meets the Requirement.	

**1.2 Financial Evaluation****1.2.1 Mandatory Financial Criteria**

- a) The Bidder must complete and submit with its bid, Annex "B" - Basis of Payment in Canadian Funds.

**1.2.2 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

- 1.2.3** The price used in the evaluation will be the total firm lot price proposed at Annex B, Basis of Payment for the complete system.

**2. Basis of Selection****2.1 Basis of Selection - Mandatory Technical Criteria**

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

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications 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 - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.  
(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>)

### 2. Certifications Precedent to Contract Award

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

#### 2.1 Federal Contractors Program - Certification

##### 2.1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (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, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

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 Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) 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.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

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

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

## 2.2 **OEM Certification**

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

## 2.3 **Software Publisher Certification and Software Publisher Authorization**

- a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form

itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

- b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the Micro Orifice Volatilization Impactor Chemical Ionization Time-of-Flight Mass Spectrometer (MOVI-ToF-CIMS) system in accordance with the Requirement at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2030 (2012-07-16), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

#### 3.2 Supplemental General Conditions

4001 (2010-08-16) Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

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



#### 4. Term of Contract

##### 4.1 Delivery Date

All deliverables under the Firm Requirement must be received on or before 29 March 2013.

##### 4.2 Shipping Instructions - FOB Destination

Goods must be consigned and delivered to the destination specified in the contract:

FOB Destination Environment Canada, 4905 Dufferin St., Downsview, On M3H 5T4 including all delivery charges and customs duties and taxes.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Helen Yari  
Public Works and Government Services Canada  
Ontario Region - Acquisition  
33 City Centre Drive Suite 480C  
Mississauga, Ontario L5B 2N5  
Telephone: (905) 615-2061  
Facsimile: (905) 615-2060  
E-mail address: helen.yari@pwgsc.gc.ca

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

##### 5.2 Project Authority

The Project Authority for the Contract is: *(To be inserted at time of award)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone : \_\_\_\_ \_\_\_\_ \_\_\_\_\_  
Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.

**5.3 Contractor's Representative**

The Contractor's Representative for the Contract is: *(To be completed by the Bidder)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**6. Payment****6.1 Basis of Payment - Firm LOT Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex "B" for a cost of \$ \_\_\_\_\_. Customs duties included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

**6.2 Limitation of Price**

SACC Manual Clause C6000C (2011-05-16)

**6.3 Single Payment**

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

**7. Invoicing Instructions**

**7.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

**7.2** Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

**8. Certifications**

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

**9. Applicable Laws**

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

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions, 4001 (2010-08-16) - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract;
- (c) the supplemental general conditions, 4003 (2010-08-16) - Licensed Software, apply to and form part of the Contract;
- (d) the general conditions 2030 (2012-07-16) Higher Complexity - Goods, apply to and form part of the Contract.
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment
- (g) the Contractor's bid dated \_\_\_\_\_ as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ "  
(if applicable)

## 11. Insurance Requirement

### 11.1 SACC Manual Clauses G1005C (2008-05-12) Insurance

## 12. SACC Manual Clauses

SACC Manual Clause B1501C (2006-06-16) Electrical Equipment

**ANNEX "A"****REQUIREMENT**

Micro Orifice Volatilization Impactor Chemical Ionization Time-of-Flight Mass Spectrometer (MOVI-ToF-CIMS) system will be procured for the measurement of ambient concentrations of organic species in the gas and particle-phases.

**SPECIFICATIONS**

Chemical Ionization Mass Spectrometer system with the following specifications:

- (1) Time-of-flight MS detection system with bipolar power supply
- (2) Equipped with a Micro Orifice Volatilization Impactor (MOVI)
- (3) Ambient pressure chemical ionization sample inlet
- (4) A mass resolution  $\geq 3500$  (M/ M)
- (5) Ambient ion inlet (interchangeable with chemical ionization inlet)
- (6) Atmospheric pressure interface (API)
- (7) Vacuum System including all required scroll and turbo pumps
- (8) Data acquisition system including Windows based OS
- (9) Data analysis software
- (10) 12 month warranty from date of acceptance by Environment Canada

**ANNEX "B"****BASIS OF PAYMENT**

The firm LOT prices herein are an all inclusive price, in accordance with Annex A, Requirement, in Canadian funds. Delivery is at destination Environment Canada, 4905 Dufferin St., Toronto, On M3H 5T4 and the Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

Item No.	Description	Quantity	Firm LOT Price
1.1	Micro Orifice Volatilization Impactor Chemical Ionization Time-of-Flight Mass Spectrometer system in accordance with the specification detailed in Annex A - Requirement,  Manufacturer: _____  Make and Model: _____	1 LOT	\$ _____
	GST / HST Extra (if applicable)		\$ _____
	TOTAL		\$ _____

**Delivery Date**

All the deliverables must be received on or before 29 March 2013.

Solicitation No. - N° de l'invitation

KM061-121075/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor016

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

KM061-121075

TOR-2-35100

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## **ANNEX C**

### **Form 1 - OEM Certification**

### **Form 2 - Software Publisher Certification Form**

### **Form 3 - Software Publisher Authorization Form**

#### **Form 1**

#### **OEM Certification Form**

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

Name of OEM \_\_\_\_\_

Signature of authorized signatory of OEM \_\_\_\_\_

Print Name of authorized signatory of OEM \_\_\_\_\_

Print Title of authorized signatory of OEM \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

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

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

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

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

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

Solicitation No. - N° de l'invitation

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Buyer ID - Id de l'acheteur

tor016

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

KM061-121075

File No. - N° du dossier

TOR-2-35100

CCC No./N° CCC - FMS No/ N° VME

## **Form 2**

### **Software Publisher Certification Form**

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

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

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[bidders should add or remove lines as needed]

Solicitation No. - N° de l'invitation

KM061-121075/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor016

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

KM061-121075

File No. - N° du dossier

TOR-2-35100

CCC No./N° CCC - FMS No/ N° VME

### **Form 3**

#### **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 \_\_\_\_\_