

**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> Aerosol Spectrometer	
<b>Solicitation No. - N° de l'invitation</b> KM061-131093/A	<b>Date</b> 2013-10-03
<b>Client Reference No. - N° de référence du client</b> KM061-131093	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-024-6374	
<b>File No. - N° de dossier</b> TOR-3-36116 (024)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-12</b>	<b>Time Zone 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> Brewster, Shannon	<b>Buyer Id - Id de l'acheteur</b> tor024
<b>Telephone No. - N° de téléphone</b> (905) 615-2028 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction: 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**

**Issuing Office - Bureau de distribution**

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

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

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**PART 1 - GENERAL INFORMATION****1. Security Requirement**

There is no security requirement associated with this bid solicitation.

**2. Requirement**

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

**3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

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

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

### 4. Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid (2 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>). To assist Canada in reaching its objectives, bidders should:

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

#### Section I: Technical Bid

In their technical bid, bidders should 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 applicable taxes must be shown separately.

#### 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 Evaluation Criteria**

See Annex C, Mandatory Technical Evaluation Criteria.

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Criteria**

The Bidder must submit with its bid, pricing in accordance with Annex B - Basis of Payment, in Canadian Funds.

- 1.2.2** The evaluated price will be the sum of All-inclusive Firm Lot Prices of the Firm Requirement and the Optional Requirements in Annex B - Basis of Payment.

##### **1.2.3 SACC Manual Clause**

A0220T (2013-04-25), Evaluation of Price

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

- 2.1** 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 and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the FCP Limited Eligibility to Bid list at the time of contract award.

#### 1.3 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 OEMs certification regarding the Bidders authority to provide and maintain the OEMs hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (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.

**1.4 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. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed in its bid is required to submit proof of the Software Publishers authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (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 applicable to this Contract.

### 2. Requirement

The Contractor must provide a AEROSOL SPECTROMETER system that is complete and fully-functional in accordance with the Requirement at Annex A .

#### 2.1. Optional Goods and / or Services

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

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 3. Standard Clauses and Conditions

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

#### 3.1 General Conditions

2010A (2013-04-25) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 3.2 Supplemental General Conditions

4001 (2013-01-28) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

Section 14 of supplemental general conditions 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance is amended by replacing the period of 12 months by 24 months.

All other provisions of the warranty section remain in effect.

### 4. Term of Contract

#### 4.1 Delivery Date

##### For Firm Requirement in Annex B - Basis of Payment:

All the deliverables must be received on or before twelve (12) weeks after the date of contract award.

### For Optional Requirements in Annex B - Basis of Payment:

All the deliverables must be received on or before twelve (12) weeks after the order is placed.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shannon Brewster  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch - Ontario Region  
 Address: Suite 480C, 33 City Centre Drive  
 Mississauga, ON - L5B 2N5  
 Telephone: (905) 615-2028  
 Facsimile: (905) 615-2060  
 E-mail address: shannon.brewster@pwgsc-tpsgc.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 provided at contract 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 (to be provided at contract award)

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

**6. Payment****6.1 Basis of Payment**

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 contract for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included, and applicable taxes are extra.

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) Limitation of Price

**6.3 Multiple Payments**

*SACC Manual* clause H1001C (2008-05-12) Multiple Payments.

**7. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - A. The original and one (1) copy must be forwarded to the following address for certification and payment.  
  
To be provided at contract award.
  - B. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled Authorities of the Contract.

**8. Certifications****8.1 Compliance**

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

**9. Applicable Laws**

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

**10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2013-01-28) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A (2013-04-25) General Conditions-*Goods (Medium Complexity)*;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated \_\_\_\_\_

**11. Electrical Equipment**

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

**12. SACC Manual Clauses**

A9068C (2010-01-11), Government Site Regulations

**13. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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## ANNEX A - REQUIREMENT

### AEROSOL SPECTROMETER REQUIREMENTS

Environment Canada's (EC) Air Quality Research Branch is in need of Aerosol Spectrometer to provide detailed size distribution of ambient airborne particulate matter in size range from 0.015 to 32.0 micrometers (m) in diameter, with at least 38 channel resolution. The instrument will be used in the oil sands to determine the relative importance of coarse and fine particles in the total particle mass collected by integrative samplers.

Contractor must supply and deliver one Aerosol Spectrometer and the optional Aerosol Spectrometers, if exercised, according to the delivery dates in the Annex "B" - Basis of Payment.

Contractor must also provide twenty four (24) months of maintenance and warranty service commencing from the date of delivery acceptance by EC Project Authority for each spectrometer delivered.

### SPECIFICATIONS

1. Instrument must provide atmospheric particle size distributions from 0.015 to 32.0 micrometers (m) in diameter
2. Size resolution must be at least 38 channels or higher.
3. Date time resolution must be less than or equal to 1 minute.
4. Particle count resolution must be less than or equal to 1 particle per litre.
5. Instrument size must be less than Length (L) X Width (W) X Height (H): 45 cm X 60 cm X 20 cm. In other words, the instrument must be able to fit inside a box with dimensions (L) X (W) X (H): 45 cm X 60 cm X 20 cm.
6. Instrument weight must be less than or equal to 10.00 kg.

## ANNEX B - BASIS OF PAYMENT

The firm lot price must be an all inclusive price for the supply and delivery of the requirement in accordance with Annex A - Requirement, in Canadian funds, including customs duties, all delivery and transportation charges, FOB destination, applicable taxes extra.

### FIRM REQUIREMENT:

Item	Description	Quantity	All inclusive Firm Lot Price ( Applicable Taxes extra)
1	Supply and delivery of one (1) fully-functional Aerosol Spectrometer system in accordance with Annex A, Requirement. Twenty-four (24) months of maintenance and warranty services commencing on the date of acceptance by the EC project authority is also included.  Manufacturer No.: _____ Model No.: _____	1 Lot	\$

### OPTIONAL REQUIREMENT:

May be exercised anytime between 1 April 2014 to 31 March 2016. Delivery of each system must be received no later than 12 weeks following the time the option is exercised through a contract amendment issued by the Contracting Authority.

Item	Description	Quantity	All inclusive Firm Lot Price ( Applicable Taxes extra)
1	Supply and delivery of one (1) fully-functional Aerosol Spectrometer system in accordance with Annex A, Requirement. Twenty-four (24) months of maintenance and warranty services commencing on the date of acceptance by the EC project authority is also included.  Manufacturer No.: _____ Model No.: _____	1 Lot	\$
1	Supply and delivery of one (1) fully-functional Aerosol Spectrometer system in accordance with Annex A, Requirement. Twenty-four (24) months of maintenance and warranty services commencing on the date of acceptance by the EC project authority is also included.  Manufacturer No.: _____ Model No.: _____	1 Lot	\$

## ANNEX C- MANDATORY TECHNICAL EVALUATION CRITERIA

Mandatory Technical Evaluation Criteria	Identify where the supporting documentation is located in the bid ( page number )
<p><b>The bidder must provide documentation in the bid demonstrating that their proposed Aerosol Spectrometer system meets each and every criteria listed below. Failure to provide supporting documentation before bid closing date may result in the bid being deemed non-responsive.</b></p> <ol style="list-style-type: none"> <li>1. Instrument must provide atmospheric particle size distributions from 0.015 to 32.0 micrometers (m) in diameter</li> <li>2. Size resolution must be at least 38 channels or higher.</li> <li>3. Date time resolution must be less than or equal to 1 minute.</li> <li>4. Particle count resolution must be less than or equal to 1 particle per litre.</li> <li>5. Instrument size must be less than Length (L) X Width (W) X Height (H): 45 cm X 60 cm X 20 cm. In other words, the instrument must be able to fit inside a box with dimensions (L) X (W) X (H): 45 cm X 60 cm X 20 cm.</li> <li>6. Instrument weight must be less than or equal to 10.00 kg.</li> </ol>	

Solicitation No. - N° de l'invitation

KM061-131093/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor024

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

KM061-131093

TOR-3-36116

## ANNEX D - CERTIFICATIONS

### **OEM CERTIFICATION FORM**

#### 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: \_\_\_\_\_

### **SOFTWARE PUBLISHER CERTIFICATION FORMS**

#### Software Publisher Certification Form (1)

(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]*



**Software Publisher Authorization Form (2)**  
(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. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

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*[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: \_\_\_\_\_