



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Government of Canada Building

101 - 22nd Street East, Suite 110

Saskatoon

Saskatchewan

S7K 0E1

Bid Fax: (306) 975-5397

## 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

### 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/Réception  
des soumissions Travaux publics et Services gouvernementaux  
Canada

Government of Canada Building

101 - 22nd Street East

Suite 110

Saskatoon

Saskatche

S7K 0E1

<b>Title - Sujet</b> Mass Spectrometry Analysis Software	
<b>Solicitation No. - N° de l'invitation</b> 5K003-181222/A	<b>Date</b> 2019-01-15
<b>Client Reference No. - N° de référence du client</b> 5K003-181222	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$STN-190-5117	
<b>File No. - N° de dossier</b> STN-8-41030 (190)	<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 2019-02-25</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<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> Mack, Wayne	<b>Buyer Id - Id de l'acheteur</b> stn190
<b>Telephone No. - N° de téléphone</b> (306) 241-6435 ( )	<b>FAX No. - N° de FAX</b> (306) 975-5397
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Canadian Grain Commission 1629 - 303 Main Street Winnipeg, MB R3C 3G8	

Instructions: See Herein

Instructions: Voir aux présentes

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**List of Annexes to the Resulting Contract:**

Annex A	Statement of Requirements
Annex B	Basis of Payment

**Forms:**

- Form 1 - Bid Submission Form
- Form 2 - OEM Certification Form
- Form 3 - Software Publisher Certification Form
- Form 4 - Software Publisher Authorization Form
- Form 5 - Electronic Payment Instruments

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## BID SOLICITATION

### SOFTWARE SUITE FOR THE PROCESSING OF PROTEOMIC MASS SPECTROMETRY DATA FOR

### CANADIAN GRAIN COMMISSION

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3** Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5** Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Requirements and any other annexes.

### 1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Canadian Grain Commission, Winnipeg, MB (the "**Client**") for Mass Spectrometry Analysis Software.
- (b) The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

### 1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

### 1.4 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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## 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - (i) Delete: 60 days
  - (ii) Insert: 180 days

### 2.2 Submission of Bids

- (a) 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.

Mailing address:

Public Works and Government Services Canada  
Government of Canada Building  
101 – 22<sup>nd</sup> Street East, Suite 110  
Saskatoon, SK S7K 0E1

Email address:

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca) Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Fax number: 306-975-5397

### 2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 15 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) 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.

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## 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 Saskatchewan.

**Note to Bidders:** 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 Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (1 hard copy)
- (ii) Section II: Financial Bid (1 hard copy)
- (iii) 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.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

- (b) **Format for Bid:** 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;

- (c) **Canada's Policy on Green Procurement:** 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. See the 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:

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

### 3.2 Section I: Technical Bid

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

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### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

- (b) **Electronic Payment of Invoices – Bid:**

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Form 5 Electronic Payment Instruments, to identify which ones are accepted.

If Form 5 Electronic Payment instruments is not completed, then it is assumed that Electronic Payment Instruments will not be accepted for payment of invoices by the Bidder.

Acceptance of Electronic Payment Instruments will not be considered as an item of evaluation.

- (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) **Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### 3.4 Section III: Certifications

It is a requirement that bidders submit the certifications and additional information 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, financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### 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. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (b) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.



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To be considered responsive, a bid must meet all the specifications in Annex "A" – Specifications (Excel Spreadsheet) and the following mandatory requirements. Failure to meet the specifications in Annex "A" and the following mandatory requirements will render your submission non-responsive and it will be given no further consideration.

**The following must be submitted: with bid or within two (2) days upon request:**

1. Annex "A" – Specifications (Excel Spreadsheet), completed
2. Descriptive and/or technical literature for products offered

#### **4.3 Financial Evaluation**

The prices in Annex B – Basis of Payment will be added together to arrive at the Evaluated Price, as follows:

Total for Table 1 + Total for Table 2A + Total for Table 2B = **Evaluated Price**

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price

#### **4.4 Basis of Selection**

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

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.

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.

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### (a) Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>) to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### (a) Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the *Ineligibility and Suspension Policy* (<http://tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### (b) 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website. (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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.

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(c) **Additional Certifications Precedent to Contract Award**

**Software Publisher Certification and Software Publisher Authorization**

- (i) If the Bidder is the Software Publisher for any of the proprietary software products 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.
- (ii) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in 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. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (iii) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the *Statement of Requirements*, in accordance with, and at the prices set out in, the Contract. This includes:
  - (i) granting the license to use the Licensed Software described in the Contract;
  - (ii) providing the Software Documentation;
  - (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
  - (iv) providing training, as and when requested by Canada,
- (b) Under the Contract, the "**Client**" is Canadian Grain Commission, Winnipeg, MB.
- (c) **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)

### 6.2 Optional Goods and/or Services

- (a) 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 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 within 24 months after contract award by sending a written notice to the Contractor.

### 6.3 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.

- (a) **General Conditions:**
  - (i) 2030 (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

**6.4 Security Requirement**

There is no security requirement applicable to the Contract.

**6.5 Delivery Date**

**Software suite and installation:**

All the deliverables must be received on or before 28 March 2019.

**Training:**

While delivery is requested by 28 March 2019, the best date that could be offered is \_\_\_\_\_.

**6.6 Authorities**

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Wayne Mack  
Public Works and Government Services Canada  
Telephone: 306-241-6435  
Facsimile: 306-975-5397  
E-mail address: wayne.mack@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.

(b) **Technical Authority**

The Technical Authority for the Contract is: TBD

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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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**

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

## 6.7 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, FOB destination, including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period.
- (ii) **Optional Additional Software Licenses:** For additional licenses for additional Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price *[per user/per device]* set out in Annex B, (FOB destination), including all customs duties, Applicable Taxes extra.
- (iii) **Optional Software Support:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor the firm **annual** price set out in Annex B, (FOB destination), including all customs duties, Applicable Taxes extra.
- (iv) **Training:** For training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per course set out in Annex B, upon completion of the course, Applicable Taxes extra.
- (v) **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.

(b) **Limitation of Price**

- (i) 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 - Multiple Payments**

- (i) H1001C (2008-05-12), Multiple Payments

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(d) **Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- (a) Visa Acquisition Card;
- (b) MasterCard Acquisition Card;
- (c) Direct Deposit (Domestic and International);
- (d) Electronic Data Interchange (EDI);
- (e) Wire Transfer (International Only);
- (f) Large Value Transfer System (LVTS) (Over \$25M)

**6.8 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. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

**6.9 Certifications and Additional Information**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute a default of the Contractor's obligations under the Contract. Certifications are subject to verification by Canada during the entire period of the Contract.

**6.10 Applicable Laws**

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

**6.11 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 Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
  - (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
  - (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software
- (c) 2030 (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert the time of contract award*), as clarified on \_\_\_\_\_ "**or**" as amended on \_\_\_\_\_ (*insert date(s) of clarification(s) or amendment(s) if applicable*), 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.

## 6.12 Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance Requirements

## 6.13 Extension of Existing Product Line

- a) During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:
  - (i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
  - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
  - (iii) the price at which the substitute product is generally available for purchase,

whichever is the lowest.
- b) The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- c) Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.
- d) No new products will be included in the Contract until one year after the Contract is awarded.



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#### 6.14 Licensed Software

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

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ <i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	Device License
Number of Devices Licensed	One (1)
Option to Purchase Licenses for Additional Devices	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex B on the same terms and conditions as the initial Device 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.
Language of Licensed Software	The Licensed Software must be delivered in English.
Delivery Location	Download or Delivery to 100-303 Main Street Winnipeg, Manitoba R3C 3G8
Media on which Licensed Software must be Delivered	Download or Delivery to 100-303 Main Street Winnipeg, Manitoba R3C 3G8
Software Warranty Period	One (1) year

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## 6.15 Licensed Software Maintenance and Support

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

Software Support Period	One (1) year
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by two (2) additional 12-month period, 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. 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: _____ 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.  <b>[Note to Bidders:</b> to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].
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 _____.  <b>[Note to Bidders:</b> to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].
Language of Support Services	The Support Services must be provided in English, based on the choice of the User requesting support.

## 6.16 Training

(a) Providing Training: See Annex A - 5.1 to 5.7

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## **ANNEX A**

### **STATEMENT OF REQUIREMENT**

#### **ITEM:**

The Canadian Grain Commissions (CGC) Wheat Enzymes, Asian Products and Analytical Services (WEAP-AS) program, Winnipeg, MB has a requirement for the supply, delivery and training of (1) one software suite for the processing of proteomic mass spectrometry data, with the option to purchase additional licenses.

#### **INTRODUCTION:**

A complete software suite for the processing of proteomic mass spectrometry data is required. Required processing capabilities include deconvolution of intact protein masses in complex samples (>100 intact proteins) from both isotopically resolved and unresolved data simultaneously, bottom-up peptide mapping, top-down database matching and the ability to directly analyze all major instrument vendors' data formats.

#### **OBJECTIVE/BACKGROUND:**

The WEAP-AS program is developing a proteomic mass spectrometry workgroup encompassing all commodities within the CGC mandate. As projects have developed, several notable deficiencies in the capabilities of the unit's processing software have become either a bottleneck or a barrier to progress. The capabilities summarized in this requirement seek to solve the existing data processing deficiencies and also enable foreseeable future projects. Briefly, these deficiencies are:

- The work unit has purchased a second mass spectrometer, offering complementary capabilities. These instruments are from different manufacturers and their respective vendor-specific software only handles data in their own proprietary format. We seek a solution that can handle at least Waters and ThermoFisher Scientific data and preferably all major vendors' formats to enable collaboration.
- The unit lacks a modern peptide mapping (bottom-up and top-down) solution capable of processing data from both instruments. This is a clearly identified priority.
- The existing solution for the processing of intact protein samples requires 2-3 days of processing time per sample set and has unbridgeable technical shortcomings that will limit the utility of the workflow. This is unacceptable for the anticipated increase in workload for this instrument.

The software obtained through this process will be used to analyze data obtained from either instrument work unit owns as well as data from anticipated external potential future collaborators. The work unit is focused on research and development of applications to aid in the assessment of grain quality.

#### **Specifications:**

See Annex A - Excel Spreadsheet Attached.

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## ANNEX B - BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified below. Applicable taxes are extra, if applicable, and to be shown as a separate item on any resulting invoice.

PRICING is firm lot price, including all costs associated with providing the requirement in accordance with Annex A Statement of Requirement and Mandatory Technical Specifications, FOB destination.

**TABLE 1: BASIS OF PAYMENT - SOFTWARE AS A PURCHASE**

Item	Description	Qty	Unit of Issue	Lot Price
1	Software suite for the processing of proteomic mass spectrometry data. Product Offered: _____	1	Lot	\$
2	Warranty	1	Lot	\$
3	Installation	1	Lot	\$
4	Training	1	Lot	\$
<b>Total Table 1 (Item 1 + 2 + 3 + 4)</b>				\$

**TABLE 2A: OPTIONAL GOODS**

Item	Description	Qty	Unit of Issue	Lot Price April 1, 2020 to March 31, 2021 (a)	Lot Price April 1, 2021 to March 31, 2022 (b)
1	Support & Update Services	1	LOT	\$	\$
<b>Total Table 2A [1(a) + 1(b)]</b>					\$

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## TABLE 2B: OPTIONAL GOODS - SOFTWARE AS A PURCHASE

Option to purchase up to three (3) software licenses within 24 months of contract award.

Item	Description	Qty	Unit of Issue	Lot Price April 1, 2019 to March 31, 2020 (a)	Lot Price April 1, 2020 to March 31, 2021 (b)
1	Additional Software suite licenses for the processing of proteomic mass spectrometry data.	1	LOT	\$	\$
2	Warranty	1	LOT	\$	\$
3	Installation	1	LOT	\$	\$
4	<b>Total</b> 2019-2020:(Item 1a+ 2a + 3a) 2020-2021:(Item 1b+ 2b + 3b)			\$	\$
	<b>Total Table 2B [ 4(a) + 4(b)]</b>				\$

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## BIDDER FORMS

### Form 1 Bid Submission Form

BID SUBMISSION FORM		
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
<b>Jurisdiction of Contract:</b> Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Licensed Software Maintenance and Support:</b>	Toll-free Telephone Access:	
	E-Mail Access:	
	Website address for web support:	
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: <ol style="list-style-type: none"> <li>The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>This bid is valid for the period requested in the bid solicitation;</li> <li>All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>		
<b>Signature of Authorized Representative of Bidder</b>		_____

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**Form 2**  
**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** \_\_\_\_\_

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<p align="center"><b>Form 3</b>  <b>Software Publisher Certification Form</b>  (to be used where the Bidder itself is the Software Publisher)</p> <p>The Bidder certifies that it is the software publisher of all the following software products 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 pursuant to the terms set out in the resulting contract:</p> <hr/> <hr/> <hr/> <hr/> <p><i>[Bidders should add or remove lines as needed]</i></p>
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**Form 4**  
**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 the 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:

\_\_\_\_\_

\_\_\_\_\_

*[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	_____

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**Form 5 to Part 3 of the Bid Solicitation  
ELECTRONIC PAYMENT INSTRUMENTS**

*(As indicated in Part 3, clause 3.4 (b), the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.)*

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M);