



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

Title - Sujet Software License	
Solicitation No. - N° de l'invitation W7702-206215/A	Date 2019-11-22
Client Reference No. - N° de référence du client W7702-206215	
GETS Reference No. - N° de référence de SEAG PW-\$CAL-140-6991	
File No. - N° de dossier CAL-9-42075 (140)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-13	Time Zone Fuseau horaire Central Standard Time CST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Saboungi, Rana	Buyer Id - Id de l'acheteur cal140
Telephone No. - N° de téléphone (403) 680-8394 ()	FAX No. - N° de FAX (306) 975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 560 RECEIVING 560 MOUNT SORRELL ROAD RALSTON Alberta T0J2N0 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/Travaux
publics et Services gouvernementaux Canada
Harry Hays Building (HHB)
Room 759, 220-4th Avenue SE
Calgary
Alberta
T2G 4X3

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

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List of Annexes to the Resulting Contract:

Annex A	Statement of Requirement
Annex B	Basis of Payment

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Software Publisher Certification Form
- Form 3 - Software Publisher Authorization Form
- Form 4 - Electronic Payment Instruments
- Form 5 - Federal Contractors Program for Employment Equity - Certification

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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, the Basis of Payment and any other annexes.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Defence Research and Development Canada (the "**Client**") for Renewal of SolidWorks licenses as described in Annex "A". It is intended to result in the award of a contract for one (1) year, plus three (3) one-year irrevocable options allowing Canada to extend the term of the contract.
- (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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 SACC Manual Clauses

- (a) [B4024T](#) (2018-12-30), No Substitute Products

2.3 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Public Works and Government Services Canada
Government of Canada Building
101 – 22nd Street East, Suite 110
Saskatoon, Saskatchewan S7K 0E1

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile: (306) 975-5397

2.4 Enquiries - Bid Solicitation

- (a) 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.
- (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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2.5 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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) If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

- (i) Section I: Technical Bid
 - (ii) Section II: Financial Bid
 - (iii) Section III: Certifications
- (b) If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its 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);
- (c) 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.

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

- (d) 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;
- (e) 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.

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3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) The technical bid consists of the following:
 - (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Form "1" with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

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 4 Electronic Payment Instruments, to identify which ones are accepted.

If Form 4 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) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **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.
- (e) **Exchange Rate Fluctuation**
 - (i) [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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3.4 Section III: Certifications

It is a requirement that bidders submit the certifications and additional information required under Part 5.

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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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation - Mandatory Technical Criteria

- (a) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. 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) The mandatory technical criteria are described in Annex A – Requirement.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.
 - (i) SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders
- (b) The Total Bid Price will be established using the following calculation:
 - Section A - Software (License, Maintenance, and Support):
 - (i). The extended price (C) for each line item will be determined by multiplying the quantity of licenses (A) by the price per license (B).
 - (ii). The extended price (C) for each line item for tables 1 to 4 will be added together to arrive at the Total Bid Price.

4.4 Basis of Selection

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

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

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The Bidder must provide the Contracting Authority with a completed Form titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

(c) **Bidder Certifies that All Software is "Off-the-Shelf"**

Any software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all software bid is off-the-shelf.

(d) **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;
- (b) **Client:** Under the Contract, the "**Client**" is Defence Research and Development Canada (DRDC) located in Ralston, AB.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the, 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)

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6.2 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) (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.

(b) Supplemental General Conditions:

- (i) [4003](#) (2010-08-16), Licensed Software
- (ii) [4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software
apply to and form part of the Contract.

6.3 Security Requirement

There is no security requirement applicable to the Contract.

6.4 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one (1) year later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) Option to Extend the Contract:

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1)-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

6.5 Delivery Date

All the deliverables must be received on or before **(to be inserted at contract award)**.

6.6 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

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6.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Rana Saboungi
 Procurement Officer
 Public Works and Government Services Canada
 Acquisitions Branch
 Acquisitions Branch, Western Region
 759, 220 4 Ave SE Calgary, AB T2G 4X3
 Telephone: (403) 680-8394
 Facsimile: (306) 975-5397
 E-mail address: rana.saboungi@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.

(b) Technical Authority

The Technical Authority for the Contract is: **(To be provided at contract award)**

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

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

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(c) **Contractor's Representative**

(To be completed by Bidder)

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

6.8 Payment

(a) **Basis of Payment**

- (i) **Licensed Software, Maintenance and Support:** For the license(s) to use the Licensed Software (including delivery) 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 and maintenance and support during the Software Support Period (including for any additional licenses purchased during the Contract Period).
- (ii) **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**

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 - Single Payment**

- (i) [H1000C](#) (2008-05-12), Single Payment

(d) **SACC Manual Clauses**

[C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

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

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

6.9 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, 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.

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- (d) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

6.10 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.

6.11 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.12 Applicable Laws

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

6.13 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,
- (b) supplemental general conditions, in the following order:
 - (i) [4003](#);
 - (ii) [4004](#);
- (c) general conditions [2030](#) (2018-06-21), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____.

6.14 Insurance Requirements

SACC Manual clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

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6.15 Licensed Software

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

Licensed Software	<p>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:</p> <ol style="list-style-type: none"> 1. Renewal of SolidWorks Professional Network License, Serial Number: 0010006214184088YB99MJGC 2. Renewal of SolidWorks Premium with Simulation Network License, Serial Number: 0010006214184088YB99MJGC 3. Renewal of 2 Standalone SolidWorks Licenses Serial Number 1: 9000009825329744KPRTWT5G Serial Number 2: 9000015038800218NBDN3N27
Type of License being Granted	User License
Number of Users Licensed	5 (as detailed in Annex A – Requirement and Annex B – Basis of Payment)
Media on which Licensed Software must be Delivered	Internet Download
Term of License	Please refer to Annex A – Requirement and Annex B – Basis of Payment.
Source Code Escrow Required	No

(b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

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6.16 Licensed Software Maintenance and Support

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

Software Support Period	The Software Support Period is the Contract Period.
Contractor must provide On-site Support Services	No
Contractor must provide Swift Action Tactical (SWAT) services	No
Contractor must keep track of software releases for the purpose of configuration control	No
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p>
Website	<p>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 _____.</p> <p>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p>

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6.17 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

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ANNEX A
REQUIREMENT

1. TITLE

SOLIDWORKS SOFTWARE LICENSE RENEWAL AND ANNUAL MAINTENANCE (NO SUBSTITUTE WILL BE ACCEPTED)

2. BACKGROUND

Defence Research and Development Canada – Suffield uses SolidWorks software to support multiple projects and is used to design and evaluate proposed engineering solutions in the Military Engineering Section. This software has been used for several years and will be continue to be used so instead of renewing annually, a multi-year contract has been requested by the end users.

3. REQUIREMENTS and DELIVERABLES

The Contractor must provide the requirement with the following specifications:

No.	Item	Description	Quantity and Format
Date of Contract award for one year			
3.1	License Renewal – Network Professional	Renewal of SolidWorks Professional Network License, Serial Number: 0010006214184088YB99MJGC	2 Internet Downloads
3.2	License Renewal – Network Premium	Renewal of SolidWorks Premium with Simulation Network License, Serial Number: 0010006214184088YB99MJGC	1 Internet Download
3.3	License Renewals – Standalone	Renewal of 2 Standalone SolidWorks Licenses Serial Number 1: 9000009825329744KPRTWT5G Serial Number 2: 9000015038800218NBDN3N27	2 Internet Downloads
Option Year 1 (Dates to be determined)			
3.4	License Renewal – Network Professional	Renewal of SolidWorks Professional Network License, Serial Number: 0010006214184088YB99MJGC	2 Internet Downloads
3.5	License Renewal – Network Premium	Renewal of SolidWorks Premium with Simulation Network License, Serial Number: 0010006214184088YB99MJGC	1 Internet Download

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3.6	License Renewals – Standalone	Renewal of 2 Standalone SolidWorks Licenses Serial Number 1: 9000009825329744KPRTWT5G Serial Number 2: 9000015038800218NBDN3N27	2 Internet Downloads
Option Year 2 (Dates to be determined)			
3.7	License Renewal – Network Professional	Renewal of SolidWorks Professional Network License, Serial Number: 0010006214184088YB99MJGC	2 Internet Downloads
3.8	License Renewal – Network Premium	Renewal of SolidWorks Premium with Simulation Network License, Serial Number: 0010006214184088YB99MJGC	1 Internet Download
3.9	License Renewals – Standalone	Renewal of 2 Standalone SolidWorks Licenses Serial Number 1: 9000009825329744KPRTWT5G Serial Number 2: 9000015038800218NBDN3N27	2 Internet Downloads
Option Year 3 (Dates to be determined)			
3.10	License Renewal – Network Professional	Renewal of SolidWorks Professional Network License, Serial Number: 0010006214184088YB99MJGC	2 Internet Downloads
3.11	License Renewal – Network Premium	Renewal of SolidWorks Premium with Simulation Network License, Serial Number: 0010006214184088YB99MJGC	1 Internet Download
3.12	License Renewals – Standalone	Renewal of 2 Standalone SolidWorks Licenses Serial Number 1: 9000009825329744KPRTWT5G Serial Number 2: 9000015038800218NBDN3N27	2 Internet Downloads

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4. Date of Delivery

Deliverable 3.1, 3.2 and 3.3: Within 1 month after contract award.

Deliverable 3.4, 3.5 and 3.6: Dates to be determined

Deliverable 3.7, 3.8 and 3.9: Dates to be determined

Deliverable 3.10, 3.11 and 3.12: Dates to be determined

5. Language of Work

English.

6. Delivery Location

Defence Research and Development Canada – Suffield Research Centre
 Building 560
 560 Mount Sorrell Road
 Ralston, AB
 T0J 2N0
 Canada

Certification:

Bidder certifies that they will provide the SolidWorks License renewals and annual maintenance as per Annex "A" – Requirement.

 Print name of authorized individual & sign above

 Date

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ANNEX B

BASIS OF PAYMENT

Firm Unit Prices are FOB Destination. This includes, but is not limited to packaging, labelling and brokerage fees.

- Firm Unit Prices do not include GST/HST. GST/HST will be added as a separate line item to any invoice issued as a result of a Contract.
- All Firm Unit Prices are in Canadian Dollars.

Section A: Software (License, Maintenance and Support)

- Licensed Software, Maintenance and Support: For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation, if required) in accordance with the Contract, Canada will pay the Contractor the firm price set out below, FOB destination, including all customs duties, Applicable Taxes extra.

The firm prices include the warranty during the Software Warranty Period and annual maintenance and support during the Software Support Period (including for any additional licenses purchased during the Contract Period).

Table 1: Year 1 – (Date of Contract award for one year)

Item Number	Description	Qty of Licenses (A)	Unit of Measure	FIRM UNIT PRICE (B)	Extended Price (C)
1	Renewal of SolidWorks Professional Network Licenses, Serial Number: 0010006214184088YB99MJGC	2	license	\$ _____	\$ _____
2	Renewal of SolidWorks Premium with Simulation Network License, Serial Number: 0010006214184088YB99MJGC	1	license	\$ _____	\$ _____
3	Renewal of Standalone SolidWorks License Serial Number 1: 9000009825329744KPRTWT5G	1	license	\$ _____	\$ _____
4	Renewal of Standalone SolidWorks License Serial Number 2: 9000015038800218NBDN3N27	1	license	\$ _____	\$ _____
Total Price Year 1					\$ _____

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Table 2: Option Year 1 (Dates to be determined)

Item Number	Description	Qty of Licenses (A)	Unit of Measure	FIRM UNIT PRICE (B)	Extended Price (C)
1	Renewal of SolidWorks Professional Network Licenses, Serial Number: 0010006214184088YB99MJGC	2	license	\$ _____	\$ _____
2	Renewal of SolidWorks Premium with Simulation Network License, Serial Number: 0010006214184088YB99MJGC	1	license	\$ _____	\$ _____
3	Renewal of Standalone SolidWorks License Serial Number 1: 9000009825329744KPRTWT5G	1	license	\$ _____	\$ _____
4	Renewal of Standalone SolidWorks License Serial Number 2: 9000015038800218NBDN3N27	1	license	\$ _____	\$ _____
Total Price Option Year 1					\$ _____

Table 3: Option Year 2 (Dates to be determined)

Item Number	Description	Qty of Licenses (A)	Unit of Measure	FIRM UNIT PRICE (B)	Extended Price (C)
1	Renewal of SolidWorks Professional Network Licenses, Serial Number: 0010006214184088YB99MJGC	2	license	\$ _____	\$ _____
2	Renewal of SolidWorks Premium with Simulation Network License, Serial Number: 0010006214184088YB99MJGC	1	license	\$ _____	\$ _____
3	Renewal of Standalone SolidWorks License Serial Number 1: 9000009825329744KPRTWT5G	1	license	\$ _____	\$ _____
4	Renewal of Standalone SolidWorks License Serial Number 2: 9000015038800218NBDN3N27	1	license	\$ _____	\$ _____
Total Price Option Year 2					\$ _____

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Table 4: Option Year 3 (Dates to be determined)

Item Number	Description	Qty of Licenses (A)	Unit of Measure	FIRM UNIT PRICE (B)	Extended Price (C)
1	Renewal of SolidWorks Professional Network Licenses, Serial Number: 0010006214184088YB99MJGC	2	license	\$ _____	\$ _____
2	Renewal of SolidWorks Premium with Simulation Network License, Serial Number: 0010006214184088YB99MJGC	1	license	\$ _____	\$ _____
3	Renewal of Standalone SolidWorks License Serial Number 1: 9000009825329744KPRTWT5G	1	license	\$ _____	\$ _____
4	Renewal of Standalone SolidWorks License Serial Number 2: 9000015038800218NBDN3N27	1	license	\$ _____	\$ _____
Total Price Option Year 3					\$ _____

1	Total Year 1 – Extended Price	\$ _____
2	Total Option Year 1 – Extended Price	\$ _____
3	Total Option Year 2 – Extended Price	\$ _____
4	Total Option Year 3 – Extended Price	\$ _____
5	Total Bid Price = (1 + 2 + 3 + 4)	\$ _____

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**Form 1
Bid Submission Form**

BID SUBMISSION FORM													
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>													
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	<table border="1" style="width: 100%;"> <tr><td style="width: 50%;">Name:</td><td></td></tr> <tr><td>Title:</td><td></td></tr> <tr><td>Address:</td><td></td></tr> <tr><td>Telephone #:</td><td></td></tr> <tr><td>Fax #:</td><td></td></tr> <tr><td>Email:</td><td></td></tr> </table>	Name:		Title:		Address:		Telephone #:		Fax #:		Email:	
Name:													
Title:													
Address:													
Telephone #:													
Fax #:													
Email:													
Bidder's Procurement Business Number (PBN) <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>													
Jurisdiction of Contract: 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)													
Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p> <hr/> <p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>												
Licensed Software Maintenance and Support:	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Toll-free Telephone Access:</td> <td></td> </tr> </table>	Toll-free Telephone Access:											
Toll-free Telephone Access:													

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BID SUBMISSION FORM		
<i>(Contracting Authority should only insert when supplemental General Conditions 4004 has been inserted in Part 7).</i>	Toll-Free Fax Access:	
	E-Mail Access:	
	Website address for web support:	
<p>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:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
Signature of Authorized Representative of Bidder	_____	

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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 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:

[Bidders should add or remove lines as needed]

Solicitation No. – N° de l'invitation W7702-206215/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur CAL140
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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 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	_____

Solicitation No. – N° de l'invitation W7702-206215/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur CAL140
Client Ref. No. – N° de réf. De client W7702-206215	File No. – N° du dossier CAL-9-42075	CCC No./ N° CCC – FMS No/ N° VME

**Form 4 to Part 3 of the Bid Solicitation
ELECTRONIC PAYMENT INSTRUMENTS**

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);

Solicitation No. – N° de l'invitation W7702-206215/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur CAL140
Client Ref. No. – N° de réf. De client W7702-206215	File No. – N° du dossier CAL-9-42075	CCC No./ N° CCC – FMS No/ N° VME

**Form 5 to Part 5 of the Bid Solicitation
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for [Employment and Social Development Canada \(ESDC\)](#) - Labours' website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC -Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC -Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC -Labour.

B. Check only one of the following:

- B1 The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).