



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux  
Canada

Place Bonaventure,

800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

## 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**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure,

800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

<b>Title - Sujet</b> Cuiseur à bassin versant	
<b>Solicitation No. - N° de l'invitation</b> 01B30-181031/A	<b>Date</b> 2017-12-19
<b>Client Reference No. - N° de référence du client</b> 01B30-18-1031	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTA-405-14681	
<b>File No. - N° de dossier</b> MTA-7-40311 (405)	<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 2018-01-29</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<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> Séguin, Caroline	<b>Buyer Id - Id de l'acheteur</b> mta405
<b>Telephone No. - N° de téléphone</b> (514) 703-0455 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE L'AGRICULTURE ET DE L'AGROALIMENTAIRE CDRSH - ST-HYACINTHE 3600 BOUL.CASAVANT O ST HYACINTHE Québec J2S 8E3 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> .	<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>

## **CHANGE OF ADDRESS – BIDS DELIVERY**

For bids delivered before 11:30AM on Friday, January 12, 2018:

In person or by mail:

Place Bonaventure, 1st Floor  
800 de la Gauchetière Street West, Suite 1110  
Montreal (QC), H5A 1L6

**NOTE : Our Bid Receiving Office will close at 11:30AM on Friday, January 12, 2018**

For bids delivered on Monday, January 15, 2018, or later:

In person or by mail:

Place Bonaventure, South-West Portal, 7th Floor  
800 de la Gauchetière Street West, Suite 7300  
Montreal (QC), H5A 1L6

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File No. - N° du dossier  
MTA-7-40311

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MTA405  
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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

This request does not include a security requirement.

### 1.2 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### 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 in writing, by telephone or in person.

### 1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

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

Place Bonaventure, 1st Floor  
800 de la Gauchetière Street West, Suite 1110  
Montreal (QC), H5A 1L6

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

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid: two (2) hard copies

Section II: Financial Bid: one (1) hard copy

Section III: Certifications: one (1) hard copy

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

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

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

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

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

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

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must 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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Bidders should fill out the Attachment 1 "Mandatory Technical Criteria" below in order to identify the technical bid page and/or section where the criteria are demonstrated.

The bidder must demonstrate that its technical bid is compliant with every technical criteria listed in Attachment 1. In order to do so, a drawing and/or a technical sheet and/or a descriptive document of the proposed equipment must be provided with the bid.

Only the information included in the technical bid will be taken into consideration in the evaluation of the mandatory technical criteria.

A list of parts, including consumable products and accessories should be provided with the bid.

Although bidders must propose products meeting all mandatory specifications and components outlined in Annex A; at the bid closing date, bids will be evaluated on following preselected mandatory criteria mentioned in Attachment 1 to be demonstrated in the bid.

#### **4.1.2 Financial Evaluation**

The total price for the items (Items 1+2+3+4 = TOTAL) indicated in Annex B "Basis of Payment" will be evaluated.

##### **4.1.2.1 SACC Manual Clause**

[A0222T](#) (2014-06-26), Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

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

## PART 5 – CERTIFICATIONS 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 the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.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.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website).

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



## 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 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed in accordance with the Requirement at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

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

#### 6.3.1 General Conditions

[2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Article 27 of [2030](#) (2016-04-04), General Conditions – Higher Complexity – Goods, entitled "Intellectual property infringement and royalties" applies to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to April 30<sup>th</sup> 2018 inclusive.

#### 6.4.2 Delivery Date

All the deliverables must be received on or before March 31<sup>st</sup> 2018.

#### 6.4.3 Delivery Points

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Caroline Séguin  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Quebec Region  
Address: 800 de la Gauchetière Street West, Suite 1110, Montreal (QC), H5A 1L6  
Telephone: (514) 496-3734  
Facsimile: (514) 496-3822  
E-mail address: [Caroline.Z.Seguin@tpsgc-pwgsc.gc.ca](mailto:Caroline.Z.Seguin@tpsgc-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.

### 6.5.2 Technical Authority

*This section will be completed at contract award.*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

### 6.5.3 Contractor's Representative

The Contractor's representative for this contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

## **6.6 Payment**

### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B "Basis of Payment" for a cost of \$\_\_\_\_\_ (will be completed at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.6.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16), Limitation of Price

### **6.6.3 Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **6.6.4 SACC Manual Clauses**

SACC Manual Clauses C2000C (2007-11-30), Taxes – Foreign-based Contractor

## **6.7 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

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 the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.9 Applicable Laws**

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

### **6.10 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

### **6.11 SACC Manual Clauses**

A9068C (2010-01-11), Government Site Regulation  
B1501C (2006-06-16), Electrical Equipment  
G1005C (2016-01-28), Insurance – No Specific Requirement

## **ANNEX "A"**

### **REQUIREMENT**

#### **1. Background**

Refurbishment of a pilot plant at the Sainte-Hyacinthe Research and Development Centre (Saint-Hyacinthe, Quebec).

Agriculture and Agri-Food Canada is replacing outdated and aging equipment in the pilot plant, which directly supports the food processing industry by providing facilities that foster innovation. This includes the development of new or improved product, the adoption of technology to improve productivity, and support for start-up companies. The refurbishment of the plant will modernize and improve science and technology capacity, allowing federal researchers to better support innovation, adoption and sustainability in the sector.

In this context, the specifications for the cook quench chill machine are as follows.

#### **2. General mandatory criteria**

- 2.1 The system and its components must be water-resistant and must be accessible for washing operations;
- 2.2 The exterior finish must be rustproof or painted steel;
- 2.3 The system must comply with electrical standards in effect in the Province of Quebec. Proof is required no later than at the time of installation of the unit;  
Proof: The system must have an approval issued by an organization that is accredited by the Standards Council of Canada and recognized by the provincial authority with jurisdiction, in this case the Régie du bâtiment du Québec.
- 2.4 The supplier must provide written certification to the effect that the system was previously tested in the manufacturer's plant and that all system components are operational.

#### **3. Specific mandatory criteria**

- 3.1 All components in direct contact with food products must be stainless steel 316 or higher grade, and all other stainless steel components must be 304 or higher grade;
- 3.2 The system and its components (before assembly) must not exceed a maximum width of 7' and a maximum height of 10'. This requirement is included for delivery purposes because the unit and its components must go through a door with limited dimensions. The unit may be of a greater dimension once assembled;
- 3.3 The system must be compatible with a 60 Hertz (Hz) and 120 volts (V) single-phase, 208-V single-phase, 208-V three-phase, 347-V single-phase or 600-V three-phase electrical system;
- 3.4 The system must have a minimum of two kettles, one for cooking and one for cooling;
- 3.5 Each kettle must have a minimum capacity of 100 litres (L);
- 3.6 The baskets containing the product must have perforations of maximum 3 millimetres (mm);

- 3.7 The system must include controls for raising and lowering the baskets (during an agitation cycle) and transferring products from one kettle to the other;
- 3.8 The system must allow temperature programming (cooking and cooling, Celsius (°C) or Fahrenheit (°F)).

#### **4. Delivery**

The system must be delivered by March 31, 2018.

The system must be delivered to the Saint-Hyacinthe Research and Development Centre at the following address:

Agriculture and Agri-Food Canada  
Saint-Hyacinthe Research and Development Centre  
3600 Casavant Boulevard West  
Saint-Hyacinthe, Quebec J2S 8E3

#### **5. Training**

Complete training, ideally in French, otherwise in English, must be provided at the Saint-Hyacinthe Research and Development Centre for up to four (4) users. The training must include, but is not limited to, the maintenance, use and operation of the equipment. Two (2) hard copies or an electronic version of a user and maintenance manual, ideally in French, otherwise in English, must be provided with the equipment.

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Buyer ID - Id de l'acheteur  
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CCC No./N° CCC - FMS No./N° VME

## ANNEX "B"

### BASIS OF PAYMENT

The contract will be awarded in Canadian dollars (\$CAD)

The prices indicated below exclude applicable taxes.

Item no.	Item description	Quantity	Unit Price *
1	Cook quench chill machine as described Annex «A». Make offered : _____ Model offered : _____	1	\$ _____
4	User manuals in French and/or English	1	\$ _____
5	Transport, delivery and installation fees	1	\$ _____
6	On-site training	1	\$ _____
Total			\$ _____

\* Currency (if other than \$CAD) : \_\_\_\_\_

## ATTACHMENT 1

### MANDATORY TECHNICAL CRITERIA

Criteria no.	Criteria description	Technical bid reference (Page and/or Section)
2.1	The system and its components must be water-resistant and must be accessible for washing operations;	Page: _____ Section: _____
2.2	The exterior finish must be rustproof or painted steel;	Page: _____ Section: _____
3.1	All components in direct contact with food products must be stainless steel 316 or higher grade, and all other stainless steel components must be 304 or higher grade;	Page: _____ Section: _____
3.2	The system and its components (before assembly) must not exceed a maximum width of 7' and a maximum height of 10';	Page: _____ Section: _____
3.3	The system must be compatible with a 60-Hz and 120-V single-phase, 208-V single-phase, 208-V three-phase, 347-V single-phase or 600-V three-phase electrical system;	Page: _____ Section: _____
3.4	The system must have a minimum of two kettles, one for cooking and one for cooling;	Page: _____ Section: _____
3.5	Each kettle must have a minimum capacity of 100 L;	Page: _____ Section: _____
3.6	The baskets containing the product must have perforations of maximum 3 mm;	Page: _____ Section: _____
3.7	The system must include controls for raising and lowering the baskets (during an agitation cycle) and transferring products from one kettle to the other;	Page: _____ Section: _____
3.8	The system must allow temperature programming (cooking and cooling, °C or °F).	Page: _____ Section: _____