



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest

7^e étage, suite 7300

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

Title - Sujet Fluid Bed	
Solicitation No. - N° de l'invitation 01B30-190284/C	Date 2019-05-24
Client Reference No. - N° de référence du client 01B30-190284	
GETS Reference No. - N° de référence de SEAG PW-\$MTA-490-15348	
File No. - N° de dossier MTA-8-41126 (490)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-07-08	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sirois, Richard	Buyer Id - Id de l'acheteur mta490
Telephone No. - N° de téléphone (514) 718-5993 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

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, portail Sud-Oue

800, rue de La Gauchetière Ouest

7^e étage, suite 7300

Montréal

Québec

H5A 1L6

Delivery Required - Livraison exigée	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

This bid solicitation cancels and supersedes previous bid solicitation number 01B30-190284/B dated February 19, 2019 with a closing of April 1, 2019 at 02h00pm EDT.

TABLE OF CONTENTS

TABLE OF CONTENTS	1
PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT	2
1.3 DEBRIEFINGS	2
1.4 TRADE AGREEMENTS	2
1.5 EPOST CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	5
2.4 APPLICABLE LAWS	5
PART 3 - BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION	8
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE BID	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 - RESULTING CONTRACT CLAUSES	10
6.1 SECURITY REQUIREMENTS	10
6.2 REQUIREMENT	10
6.3 STANDARD CLAUSES AND CONDITIONS	10
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES	11
6.6 PAYMENT	12
6.7 INVOICING INSTRUCTIONS	12
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	12
6.9 APPLICABLE LAWS	13
6.10 PRIORITY OF DOCUMENTS	13
6.11 LIMITATION OF CONTRACTOR'S LIABILITY FOR DAMAGES TO CANADA	13
6.12 SACC <i>MANUAL</i> CLAUSES	13
ANNEX "A" REQUIREMENT	14
ANNEX "B" BASIS OF PAYMENT	16
ANNEX "C" MANDATORY TECHNICAL CRITERIA TO BE DEMONSTRATED	17
ANNEX "D" ELECTRONIC PAYMENT INSTRUMENTS	19
ANNEX "E" COMPLETE LIST OF COMPANY BOARD OF DIRECTORS	20

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements associated with this requirement.

1.2 Requirement

The Requirement is detailed under Annex "A".

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.5 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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:
subsection 2. is deleted entirely and replaced with the following:

2. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

or, if applicable, the email address identified in the bid solicitation.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
 - c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
 - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
 - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
 - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

-
- i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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.

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](#) (2018-05-22) 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**

2.1.1 SACC Manual Clauses

[B1000T](#) (2014-06-26), Condition of Material – Bid

2.1.2 Best Delivery Date - Bid

While delivery is requested as soon as possible, the best delivery that could be offered is _____.(to be completed by the bidder)

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.

You must submit your offer, **by epost Connect, by mail, by facsimile or in person**, prior to the closing date and time:

By mail or in person, at the following address:

Public Services and Procurement Canada
Acquisitions Directorate - Quebec Region
800, rue de la Gauchetière Ouest, Portal South-west, Suite 7300
Montréal, Quebec H5A 1L6

By facsimile, at the following number: (514) 496-3822

Bids may also be submitted using the epost Connect service as detailed in the Standard Instructions.

The following PWGSC Regional Bid Receiving Unit e-mail address is to be used for epost Connect services:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Bids will not be accepted if emailed directly to this e-mail address. This email address is to initiate an epost Connect conversation, as detailed in the 2003 Standard Instructions – section 08.

*PWGSC does not guarantee a response if the email is sent **6 days or less** before the closing date of the period.*

2.3 Enquiries - Bid Solicitation

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- 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:

Section I: Technical Bid (**2 hard copies**)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- 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.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

Solicitation No. - N° de l'invitation
01B190284/C
Client Ref. No. - N° de réf. du client
01B30-19-0284

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41126

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

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.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

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

Every proposal must meet all technical criteria described in Annex A. Technical evaluation will be based on the mandatory technical criteria to be demonstrated detailed in a grid at Annex C.

Bidders must complete the Annex C and include it with their proposal. It is mandatory to provide technical/ descriptive documents and/or technical literature/notes, at the submission of your bid to allow the technical evaluation (**no internet link will be accepted**). Failure to comply will render your bid non-responsive.

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

4.1.2 Financial Evaluation

1. The total price of the items in Annex "B" Basis of payment will be evaluated as follows:
The total of items 1-2-3-4.
2. Bidders must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.
3. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
4. Bidders must provide prices Delivered Duty Paid (DDP) for delivery to Saint-Hyacinthe Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on an DDP basis.

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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.

5.2.1 Integrity Provisions – Required Documentation (See Annex E)

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://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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.

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 under the "Requirement" at Annex "A".

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](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply 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 the date of Contract award until the end of the warranty period, 12 months after delivery and acceptance of the goods.

6.4.2 Delivery Date

All the deliverables must be received on or before _____ (Will be completed at contract award)

6.4.3 Delivery Points

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

Solicitation No. - N° de l'invitation
01B190284/C
Client Ref. No. - N° de réf. du client
01B30-19-0284

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41126

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Richard Sirois
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch – Quebec Region

Telephone: 514-718-5993
E-mail address: richard.sirois@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 Project Authority

The Project Authority for the Contract is:

Will be indicated when the contract is award

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

6.5.3 Contractor's Representative (To be filled out by the bidder)

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 when the contract is 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 Multiple Payments

SACC Manual Clauses [H1001C](#) (2008-05-12), Multiple Payments

6.6.3 Taxes – Foreign-based Contractor

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

6.6.4 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);

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.
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 _____ (*insert the name of the province or territory in CANADA as specified by the Bidder in its bid, if applicable*).

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](#) (2018-06-21), General conditions: Goods (medium complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.11 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to the contract value. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

6.12 SACC Manual Clauses

[A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor);

[A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor);

[A9068C](#) (2010-01-11), Government Site Regulations;

[B1501C](#) (2018-06-21), Electrical equipment;

[D0018C](#) (2007-11-30), Delivery and Unloading;

[G1005C](#) (2016-01-28), Insurance – No specific Requirement.

ANNEX “A” REQUIREMENT

Background

A pilot plant at the Saint-Hyacinthe Research and Development Centre (Saint-Hyacinthe, Quebec) is being renovated.

Agriculture and Agri-Food Canada is replacing the pilot plants obsolete and aging equipment. The plant directly supports the food processing industry by providing facilities to support innovation. This includes developing new or improved products, adapting technologies to increase productivity, and supporting start-ups. Renovating the plant will modernize and improve its science and technology capacity, allowing federal researchers to better support innovation, implementation and sustainability in the sector.

In this context, the specifications for the fluid bed dryer system are listed below.

2. Mandatory evaluation criteria

The system must include the following:

- 2.1 All components that come into direct contact with the product must be made of ANSI 316L stainless steel and the other stainless steel components must be 304.
- 2.2 Exterior finish must be rustproof or painted steel.
- 2.3 The system and its components must be water resistant and must be accessible for cleaning operations.
- 2.4 The unit or all its components (before assembly) must be able to pass through a door with the following dimensions at the time of delivery: 7 feet wide (7') and 10 feet high (10').
- 2.5 Main power supply. The system must be compatible with one of the following electrical systems: 60 Hz (Hz) and 120 volt (V) single-phase, 208 volt (V) single-phase, 208V three-phase, single-phase 347V or 600V three-phase.
- 2.6 The fluidized bed system must allow the following drying techniques: granulation, agglomeration and coating.
- 2.7 The system should allow coating by the Wurster technique. The Wurster system must be able to process with different particle size: 100-250 µm, 250-750 µm, 750-3000 µm.

Examples of products:

Extruded yeast (500 µm, 30-40% dry matter)
Alginate beads (80-1000 µm, 25-35% dry matter)
Coating of Lyophilized dry powder (50-250 µm, 90-95% dry matter)

- 2.8 The system must allow batch drying from 0.2 kilograms (kg) to at least 1kg.
- 2.9 The system must have a minimum spray rate of 2 liters per hour (L / h).

-
- 2.10 The system must be provided with a pump system to feed the fluidized bed atomization nozzle.
 - 2.11 The system must allow heating of the intake air to at least 80 ° C using an electric heating system.
 - 2.12 The system must be provided with binary atomization nozzles with connections for compressed air and liquid.
 - 2.13 The system must allow spraying either from the top or the bottom of the drying chamber.
 - 2.14 The system must have a compressed air intake regulator. The system must allow air compression of at least 6 bars.
 - 2.15 The system must have inlet filters. A set of additional filters must be provided upon delivery.
 - 2.16 The system must be capable of treating ST2 class powders.
 - 2.17 The unit must be a system without static electricity build-up.
 - 2.18 The equipment must be equipped with a control system and display the atomization air pressure, inlet process air temperature, output temperature, product temperature. The device must have a data acquisition system.
 - 2.19 The control system must allow USB connection to allow free extraction of data.
 - 2.20 The system must be compliant with the electrical standards in place in the province of Quebec. A proof will be required at the time of delivery at the latest. Proof: The system must have an approval issued by a body accredited by the Standards Council of Canada and recognized by the provincial authority having jurisdiction, the Régie de Bâtiment du Québec.

4. Delivery

The unit 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 five employees of the Technical and Scientific support group of the pilot plan. 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.

Solicitation No. - N° de l'invitation
01B190284/C
Client Ref. No. - N° de réf. du client
01B30-19-0284

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41126

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" BASIS OF PAYMENT

Bidders must include prices for all items of the base system.

Base system

Item no.	Item description	Quantity	Unit Price *
1	Fluid bed dryer system as described Annex «A» Make offered : _____ Model offered : _____	1	\$ _____
2	Transport, delivery fees	1	\$ _____
3	Start-up fees	1	\$ _____
4	On-site training, including user manual(s) in French and/or English	1	\$ _____
Total (A)			\$ _____ *

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

*Applicable taxes extra.

ANNEX "C" MANDATORY TECHNICAL CRITERIA TO BE DEMONSTRATED

Criteria no.	Criteria description	Reference within your Technical bid (Page and/or Section)
2.1	All components that come into direct contact with the product must be made of ANSI 316L stainless steel and the other stainless steel components must be 304.	
2.2	Exterior finish must be rustproof or painted steel.	
2.3	The system and its components must be water resistant and must be accessible for cleaning operations.	
2.4	The unit or all its components (before assembly) must be able to pass through a door with the following dimensions at the time of delivery: 7 feet wide (7 ') and 10 feet high (10').	
2.5	Main power supply. The system must be compatible with one of the following electrical systems: 60 Hz (Hz) and 120 volt (V) single-phase, 208 volt (V) single-phase, 208V three-phase, single-phase 347V or 600V three-phase.	
2.6	The fluidized bed system must allow the following drying techniques: granulation, agglomeration and coating.	
2.7	The system should allow coating by the Wurster technique. The Wurster system must be able to process with different particle size: 100-250 µm, 250-750 µm, 750-3000 µm.	
2.8	The system must allow batch drying from 0.2 kilograms (kg) to at least 1.0kg.	
2.9	The system must have a minimum spray rate of 2 liters per hour (L / h).	
2.10	The system must be provided with a pump system to feed the fluidized bed atomization nozzle.	
2.11	The system must allow heating of the intake air to at least 80 ° C using an electric heating system.	
2.12	The system must be provided with binary atomization nozzles with connections for compressed air and liquid.	
2.13	The system must allow spraying either from the top or the bottom of the drying chamber.	

Solicitation No. - N° de l'invitation
01B190284/C
Client Ref. No. - N° de réf. du client
01B30-19-0284

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41126

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

2.14	The system must have a compressed air intake regulator. The system must allow air compression of at least 6 bars.	
2.15	The system must have inlet filters.	
2.16	The system must be capable of treating ST2 class powders.	
2.17	The unit must be a system without static electricity build-up.	
2.18	The equipment must be equipped with a control system and display the atomization air pressure, inlet process air temperature, output temperature, product temperature. The device must have a data acquisition system.	
2.19	The control system must allow USB connection to allow free extraction of data.	

Solicitation No. - N° de l'invitation
01B190284/C
Client Ref. No. - N° de réf. du client
01B30-19-0284

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41126

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);

