



Request for Proposal (RFP): 01B46-20-051

***IN VITRO* DIGESTION SIMULATOR FOR MONOGASTRIC ANIMALS**

FOR

ST-HYACINTHE RESEARCH AND DEVELOPMENT CENTRE

**Tenders must be received by: 2:00 PM, Eastern
Standard Time**

**on *November 27, 2020* at the following
address:**

aafc.escprocurement-cseapprovisionnement.aac@canada.ca

Note: Tenders received at another email address will be rejected.



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GENERAL INFORMATION

1.0 PROJECT SUMMARY

The present mandate consists of building new equipment that will be composed of new physical equipment allowing new functionalities, an easy-to-use control program and a flexible database allowing manual data entry, querying, real-time data capture, data recording and storage, development of variable and diversified experiment protocols, analysis of results and management of reports of results from experiments conducted in **IViDiS (including the masticator) and IViDiS-µBio.**

2.0 SECURITY REQUIREMENTS

Before Contract award, the Security requirements must be met. However AAFC may decide to award the contract before obtaining the security clearance however the bidder must be escorted at all times by an AAFC member or representative possessing this security clearance.

The bidder should submit evidence of security requirements with their bid submission. Refer to Part 2, Article 4.2 and Part 3, Article 3.0 for additional information.

Until the security screenings of the Contractor's personnel required by this Contract have been completed satisfactorily by Industrial Security Division (ISD), Contractor personnel **MAY NOT HAVE ACCESS** to sensitive (CLASSIFIED/DESIGNATED) information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort provided by the department or agency for which the Work is being performed.

3.0 INTERPRETATION

- 3.1 In the Request for proposal "RFP", "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;



- 3.4 “Contractor”, means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 “Minister” means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.6 “Project Authority or authorized representative” means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.



PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

- 1.1 The Bidder must have the legal capacity to enter into legally binding contracts. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix E of this RFP.

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

3.0 INCURRING COST

- 3.1 The cost to prepare the Proposal will not be reimbursed by Agriculture and Agri-Food Canada.
- 3.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named at Part 3, section 5 of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority **no later than two(2) business days prior to the solicitation closing date** specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named at Part 3, section 5 of the RFP. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.



- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

5.0 RIGHTS OF CANADA

- 5.1 Canada reserves the right to:
1. Accept any Proposal in whole or in part, without prior negotiation;
 2. Reject any or all Proposals received in response to this RFP;
 3. Cancel and/or re-issue this RFP at any time;
 4. Ask the Bidder to substantiate any claim made in the Proposal;
 5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
 6. Award one or more Contracts;
 7. Retain all Proposals submitted in response to this RFP.

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

- 6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:
1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
 2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
 3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
 4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the



examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

7.0 MANDATORY CLAUSES

7.1 Where the words “**must**”, “**shall**” or “**will**” appear in this RFP, the clause is to be considered as a mandatory requirement.

8.0 DEBRIEFING

8.1 After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

9.0 CANADIAN INTERNATIONAL TRADE TRIBUNAL

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Canadian International Trade Tribunal (CITT) . The Canadian International Trade Tribunal (CITT) is the bid challenge authority for Canada for the North American Free Trade Agreement (NAFTA), World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada - Chile Free Trade Agreement (CCFTA), Canada - Peru Free Trade Agreement (CPFTA), Canadian Free Trade Agreement and Agreement on Internal Trade (AIT). A potential supplier may file a complaint concerning a procurement action to the CITT, on the grounds that any aspect of the procurement process relating to a requirement covered by these agreements is unfair or discriminatory. You can also obtain more information on the Canadian International Trade Tribunal services available to you on their website at <http://www.citt-tcce.gc.ca/en> .



PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of *Quebec*.
- 1.2 In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be submitted by email to the address indicated on the cover page of the RFSO. Due to the current situation with the COVID-19 no other shipping method will be acceptable.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Unit no later than the **date and time indicated on the cover page of this RFSO**. The email should indicate the RFSO number found on the cover page of the RFSO.
- 2.3 It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 The Bidders are advised that, due to the current situation with the COVID-19, we do not accept in person delivery of proposal.
- 2.5 Proposals submitted in response to this RFSO will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

- 3.1 The proposal **must** be structured in **THREE DIFERENT SECTIONS** (as indicated below:

Section 1	Technical Proposal (with no reference to price)	1 copy by email ONLY
Section 2	Financial Proposal	1 copy by email ONLY
Section 3	Certifications	1 copy by email ONLY

- 3.2 The Bidder may **submit a proposal in either official language**.
- 3.3 Each copy should be indicated by the appropriate section number.



4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

4.1 In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the **Statement of Work Appendix "B"**, as well as demonstrate how the Bidder will meet the requirements of the **Evaluation Procedures and Criteria Appendix "D"** and include a **completed and signed Appendix "F"**.

4.2 Security Requirements

4.2.1 Security Profile Verification

The issuance of a contract is subject to a successful security screening by the Government of Canada security services.

Because of legal and ethics issues, the Bidder is not obligated to complete the "Personnel Screening Consent and Authorization Form" (tbs/sct 330-23e), available at <http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp> for each proposed employee at this point in time of the RFP process.

However, once the technical evaluation team will have evaluated the received proposals and will have identified the acceptable proposal, this requirement will become a mandatory requirement. Successful clearance by AAFC's Security Services is a mandatory condition before AAFC can award the contract.

Should a Bidder decide to complete the required information, *the initiative will only accelerate the transmission of the required documents by 2 or 3 weeks*. Whichever option the Bidder chooses, the decision has no bearing or influence on the technical team evaluation.

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

The bidder will have to complete and sign the appendix C (Basis of Payment) which will be the financial proposal.

Prices shall not appear in any area of the proposal except in the Financial Proposal

The firm all inclusive cost of the resulting contract must not exceed \$350,000.00 CAD excluding applicable taxes. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

5.1 The Bidder may revise his/her tender by facsimile, or email, provided it is received before the RFP Closing Time. Any change resulting in an increase in the RFP price must be supported by a suitable increase in the security deposit.

However, any indication of price modification shall not reveal the amount of the original or the revised total price. Price modifications should only include the amount of the increase or decrease of the bid. Any indication of the old or the new total price will get the Proposal discarded automatically.



6.0 CERTIFICATION REQUIREMENTS (Section 3)

In order to be awarded a contract, the certifications attached **in Appendix “E”** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify that the Bidder is compliant with the applicable certifications before and after award of a contract. Any certification made by the Bidder that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified **in Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of Work (**Appendix B**).
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
 - a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c) request, before award of any contract, specific information with respect to bidders' legal status;
 - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via Buyandsell.gc.ca.



PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP # 01B46-20-051, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

1.1 The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

2.0 REQUIREMENT

2.1 The contractor will provide the services identified in Appendix B, Statement of Work.

2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

3.0 SECURITY REQUIREMENTS

There is a security requirement associated with the work.

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), granted or approved by AAFC .
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by AAFC .
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written consent of AAFC .

4.0 CONTRACT PERIOD

4.1 The Contract shall be from the date of award to March 31st, 2021

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Carol Rahal
Team Lead, Senior Contracting agent
Agriculture and Agri-Food Canada
2001 Robert-Bourassa, Room 671-TEN,



Montréal, Qc H3A 3N2
Tel.: 418-928-1059
Fax: 514-283-1918
E-mail: carol.rahall@canada.ca

- 5.2 The Contracting Authority (or authorized representative) is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

6.0 PROJECT AUTHORITY

- 6.1 The Project Authority for the Contract is:

The contact information for the Project Authority will be provided at time of contract award.

- 6.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Contract;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and approve all invoices submitted.

7.0 CONTRACTOR REPRESENTATIVE

- 7.1 The Contractor Representative for the Contract is:

The contact information for the Contractor Representative will be provided at time of contract award.

- 7.2 The duties and responsibilities of the Contractor Representative shall include the following:

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contractor Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;



6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

8.0 PRIORITY OF DOCUMENTS

8.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. The article of agreement;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number 01B46-20-051
7. Contractor's Proposal dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

- 9.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.
- 9.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Pursuant to 6.4 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the .

Article 6.4 of the Treasury Board Policy on Title to Intellectual Property is stipulating that the Crown may own the Foreground for the following reason:

- Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:
 1. to generate knowledge and information for public dissemination
 2. to augment an existing body of Crown Background as a prerequisite to the transfer of the augmented Background to the private sector, through licensing or assignment of ownership (not necessarily to the original Contractor), for the purposes of Commercial Exploitation;
 3. to deliver a component or subsystem that will be incorporated into a complete system at a later date (not necessarily by the original Contractor), as a prerequisite to the planned transfer of the complete



system to the private sector (not necessarily to the original Contractor), through licensing or assignment of ownership, for the purposes of Commercial Exploitation.

<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>

10.0 REPLACEMENT OF PERSONNEL

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.
- 10.3 The Contractor shall propose replacement personnel for the Project Authority's review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP.
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.



11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

11.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:

- (a) AAFC's premises;
- (b) Documentation;
- (c) Personnel for consultation;
- (d) Office space, telephones, desk space, manuals and terminals.

11.2 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel..

11.3 There will be, however, no day-to-day supervision of the Contractor's activities or control of hours of work by the Project Authority.

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

12.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

13.0 BASIS OF PAYMENT

13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Method of payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.

The firm all-inclusive cost of the resulting contract must not exceed \$350,000.00 CAD excluding applicable taxes. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

14.0 METHOD OF PAYMENT

14.1 Payment will be made in accordance with the following payment schedule, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this contract and acceptance by the Departmental Representative.

Milestone No.	Description or "Deliverable"
First invoicing	Invoices related to the purchase of physical equipment (referring to Annexe, B, Section 5.2, deliverables)



Second Invoicing	Upon final delivery of the project (March 31 st , 2021)
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15.0 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:

www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

16.0 INVOICING INSTRUCTIONS

- 16.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 16.2 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

17.0 MANDATORY CERTIFICATIONS

- 17.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

18.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be deleted at contract award)*

18.1 (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



18.2 (FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

19.0 INSURANCE REQUIREMENTS

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

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

1.1 In the contract,

1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

1.4 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;

1.5 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

GC2. Powers of Canada

All rights, remedies and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

GC3. General Conditions

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

- (a) It is competent to perform the Work;
- (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
- (c) It has the necessary personnel and resources to perform the Work.

4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

4.3 The Contractor shall:

- (a) Carry out the Work in a diligent and efficient manner;
- (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
- (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.

4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.

5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

GC6. Amendments and Waivers

6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.

6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.

6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.

6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

GC8. Excusable delay

8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.

8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.

8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.

8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:

- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
- (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.

9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.

9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.

9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.

9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

GC10. Termination due to Default of Contractor

10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:

- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors.; or
- c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.

10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.

10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.

10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

11.1 The Minister may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

GC12. Extension of Contract

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.
- 12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.
- 12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

TERMS OF PAYMENT

GC13. Method of Payment

- 13.1 Payment in the case of progress payments:
- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; and
 - b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.
- 13.2 Payment in the case of payment on completion:
- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;
 - b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

GC14. Basis of Payment

- 14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.
- 14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC15. Interest on Overdue Accounts

- 15.1 For the purposes of this clause:
- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
 - (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
 - (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

17.2 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

GC19. Assignment

19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.

19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.

20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

GC21. Indemnification

21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.

21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

GC22. Confidentiality

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.

GC23. Indemnification - Copyright

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC24. Indemnification - Inventions, etc.

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC25. Ownership of Copyright

25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).

25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

26.2 Federal government departments and agencies are required to pay Applicable Taxes.

26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

26.6 Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC27. International Sanctions

27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

27.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section GC9.

GC28. T1204 Government Service Contract Payment

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

GC29. Successors and Assigns

The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

GC30. Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code

or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

GC31. No Bribe

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entering into the Contract or the administration of the Contract.

GC32. Errors

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

GC33. Performance

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

GC34. Gender

Whenever the singular or masculine is used throughout this Contract, it shall be construed as including the plural, feminine, or both whenever the context and/or the parties hereto so require.

GC35. Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as any other the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

GC36. Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

GC37. Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

GC38. Integrity Provisions

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

GC39. Public Disclosure

39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20 (1)(a) to (d) of the *Access to Information Act* - relating to the contract.

39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

GC40. Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

GC41. Accuracy

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this Contract. This information may be verified in such manner as the Minister may reasonably require.

GC42. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca

GC43. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2 (1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca

GC44. Entire Agreement

The Contract constitutes the entire agreement between the Parties relative to the subject procurement and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions relative to the subject procurement binding on the Parties other than those contained in the Contract.



APPENDIX B

STATEMENT OF WORK

1. Title: *In vitro* digestion simulator for monogastric animals

2. Background

For several years now, the Saint-Hyacinthe Research and Development Centre (Agriculture and Agri-Food Canada; CRDSH) has developed an *in vitro* digestion system (called **IViDiS**) to represent the functions of the **mouth, stomach, duodenum, jejunum and ileum**. This *in vitro* dynamic digestion simulator is based on the expertise of AAFC researchers acquired since 2004 and is adaptable to the evolving needs of the agri-food industry and at the cutting edge of the latest scientific and technological advances.

The CRDSH has also developed a complementary *in vitro* digestion system representing the lower intestine (called **IViDiS- μ Bio**) to represent the functions of the **colon** (or any other part possessing a microbiota) during the digestion of food.

IViDiS :

The **IViDiS** is a dynamic system allowing the chewing of a snack or a complete meal (up to 5 courses) and the ingestion of food in an artificial stomach. Different digestive solutions are injected into the stomach under variable and computer-controlled digestive conditions. The system is managed by a control and automation program of pumps, probes and reactors that allow the study of the ingestion of various types of food/meals. The injection of different digestive solutions is done according to variable concentrations, to the second. Modulation of transit times, different types of stirring while adjusting the pH and the degree of oxidation-reduction are required for each experiment performed.

The **IViDiS** is divided into several consecutive elements schematizing the mouth, stomach and small intestine. The **masticator** is used to grind solid food and incorporate artificial saliva to form a food bowl similar in size and structure to what an "eater" would do. The food bolus is then pumped into the **stomach** (reactor) of IViDiS in bites and gulps as an "eater" would do. The **injection** of different digestive solutions into the **stomach** controls the environmental conditions in the stomach (fluid level and type of stirring, pH and redox potential) as well as the outflow of stomach contents to the **small intestine**. The small intestine consists of the **anterior duodenum** (reactor), the **posterior duodenum, the jejunum and the ileum** (3 tubular parts). It is possible to control the environmental conditions in the preduodenum (level and type of mixing, pH and redox potential) as well as the outflow of its contents to the tubular duodenum, tubular jejunum and tubular ileum. It is also possible to control the environmental conditions of the tubular parts (type of mixing and pH). All these actions are programmed and managed by the **control system**, which automates the data acquisition and the actions to be taken throughout the experiment.

The current **IViDiS** control system is based on FieldPoint technology from National Instruments. The current version allows the data acquisition of 8 temperature probes, 8 pH probes and 4 oxygen gas percentage probes as well as the control of 4 solenoid valves (on/off), 4 adjustment buttons (via step motors) and 16 pumps (adjustable flow rate and choice of flow direction). A first version of a control program (IVDCS v1) has been written in LabVIEW (v7.0). The set allows the **IViDiS** equipment to be pre-programmed to feed and digest the meal according to a series of equipment usage profiles that run automatically in order to represent a "real" and dynamic digestion, as faithfully as possible.



The current physical system needs to be reviewed in order to add different functionalities and to better represent *in vivo* conditions in humans, but also in monogastric animals. The current physical system, dating from 2005, currently consists of 2 double-walled reactors whose contents are stirred using stirrer plates and magnetic rods. A series of pumps are used for the addition of feed and digestive solutions, or for the transfer from one reactor/organ to the other. Some pumps are connected to the control system, while others have to be started manually. Some parts of the system could be reused (see **Table 1**). Several functionalities need to be reviewed. The management of the data required to run experiments and generated by the digestion system needs to be improved in order to be more flexible.

The **IViDiS- μ Bio** :

The current **IViDiS- μ Bio** (large intestine or colon) is also intended to be a dynamic system. It allows to continue the digestion of the digesta (chyme) from the **IViDiS** digestion model. The current system allows to control the environmental conditions in the **IViDiS- μ Bio** (group of reactors), to make a biomass and absorption reactors interact. It allows to follow the evolution of temperature, pH and redox potential. This system is an anaerobic medium and must be functional continuously over several days. Finally, all these actions are managed by the control module allowing to automate the data acquisition and some actions to be performed during the experiment. No part of the current system could be reused (see **Table 1**). Several functionalities need to be reviewed. The management of the data required to run experiments and generated by the digestion system must be improved in order to be more flexible.

3. Objectives

The present mandate consists of building new equipment that will be composed of new physical equipment allowing new functionalities, an easy-to-use control program and a flexible database allowing manual data entry, querying, real-time data capture, data recording and storage, development of variable and diversified experiment protocols, analysis of results and management of reports of results from experiments conducted in **IViDiS (including the masticator)** and **IViDiS- μ Bio**.

Each experiment may have different parameters (inputs, section of equipment used, pumps, flow rate, environmental medium, etc.) in **IViDiS (including the masticator)** and **IViDiS- μ Bio**. Each experiment could be repeated entirely, partially or modified. The results could be used alone, as averages or truncated.

The new equipment will be composed of different instrumental components. Some components are already available at the CRDSH (e.g. some pumps, probes, etc.), but new components, specified in this mandate, will have to be purchased and assembled to create a complete new equipment.

The objectives of the mandate will include :

- 3.1 the development of an architecture diagram for all components by taking into account their interdependence;
- 3.2 purchase specific equipment and hardware needed for the new functionalities of the complete equipment, i.e. **IViDiS (including the masticator)** and **IViDiS- μ Bio** (Table 1);
- 3.3 assembly of the different components of the **IViDiS (including the masticator)** and **IViDiS- μ Bio** equipment, with the collaboration and under the supervision of the research team;
- 3.4 the design of the new control system including the control panel(s) and the programming required to control the entire **IViDiS (including the masticator)** and **IViDiS- μ Bio**, including, where possible, equipment and materials already available;



3.5 the design of a flexible database allowing manual data entry, querying, real-time data capture, data recording and storage, analysis of results and management of reports of results of experiments conducted in **IViDiS (including the masticator)** and **IViDiS- μ Bio** (Figures 1, 2 and 3).

In order to produce the most complete **Architecture Diagram** possible for submission i.e. equipment assembly plan, programming and automation planning and database related to the project, **detailed quotations for IViDiS (including masticator) and IViDiS- μ Bio are available upon request.**

Complete and sign the Confidentiality Agreement provided in Appendix F by November 9, 2020.
The terms of this agreement are not amendable/negotiable.

Send the completed document to Ms. Carol Rahal at carol.rah@canada.ca and we will send it to you within 2 business days.

4.0 Scope of Work

4.1 Establish technical specifications of required equipment leading to the purchase and assembly of physical equipment (hardware, software, reactors, pumps, valves, probes, control panels, etc.) of **IViDiS (including masticator)** and **IViDiS- μ Bio**.

4.2 Control programs to meet the requirements of **IViDiS** and **IViDiS- μ Bio**.

4.3 Purchase and operationalization of control panels based on National Instruments compact RIO technology (or any other adapted technology) to meet the requirements of **IViDiS (including the masticator)** and **IViDiS- μ Bio**.

4.4 Control program written in LabVIEW (ideally v2013 or higher, but not exceeding version 2017DS 1), or any other equivalent language, compatible with the chosen technology and must run under Windows 10.

4.5 Design of a flexible database architecture allowing autonomy to users for manual data entry, querying, real-time data capture, data recording and storage, results analysis and results report management as well as export of these results from the experiments conducted in **IViDiS (including the masticator)** and **IViDiS- μ Bio**. Each information in the different fields of the database (alone or grouped in the form of worksheets, results, etc.) must be able to be saved, edited, copied, imported to different functional spaces (input to recipe, recipe to profiles, etc.) by the developed equipment. The results must also be able to be exported to external software, either partially or globally.



5a. Deliverables

5.1 In collaboration with the research team, determine the architecture of the overall project (delivery program, database, results management and reporting) (Architecture Diagram)

5.2 In collaboration with the research team, draw up a list and technical specifications of the equipment and purchase the equipment (hardware and software) and delivery of the equipment, based on Table 1 a priori, but not exclusively according to certain options proposed by the bidder.

5.3 Based on the detailed specifications for each module, develop the master module and other modules such as recipes, titrimetric curves, feed preparation, digestion and simulation of **IViDiS (including the masticator)** and **IViDiS- μ Bio** and provide a functional draft of the program including navigation between the interfaces as well as an example of each functionality associated with the module. Each module sheet must allow the generation, import, saving, editing, copying and importing to different modules by the equipment being developed. The results must also be able to be exported to external software in a partial or global way.

5.4 In collaboration with the research team, design a flexible database architecture allowing autonomy to users for manual data entry, querying, real-time data capture, data recording and storage, analysis of results and management of results reports as well as export of these results from experiments conducted in IViDiS (including the masticator) and IViDiS- μ Bio. Each piece of information in the different fields of the database (alone or grouped together in the form of worksheets, results, etc.) must be able to be saved, edited, copied, imported to different functional spaces (input to recipe, recipe to profiles, etc.) by the equipment being developed. The results must also be able to be exported to external software, either partially or globally.

5.5 Assemble **IViDiS** equipment (**including masticator**) and **IViDiS- μ Bio** in the room dedicated to *in vitro* digestion and perform preliminary tests.

5.6 Validate the control instruments (pumps, probe, etc.), alone or in interaction, for 3 typical cases involving the use of all the functions.

5.7 Full training must be given, ideally in French, if not in English, at the Research and Development Centre in St-Hyacinthe to a maximum of four (4) users. Training on the use of the software on **IViDiS** systems (**including the masticator**) and **IViDiS- μ Bio** for 3 typical cases involving the use of all functions must be offered before March 31, 2021.

5.8 USB key (or equivalent) allowing the re-installation of a compiled version of the programming environment and the database on one or more new computers with Windows 10, at the customer's choice and this, without requiring the support of the selected bidder.



5b. Schedule/Timeline

MILESTONES	TARGET DATES	
	START	END
First contact with the bidder Detailed discussion of the specification(s) Establish technical specifications and equipment lists Purchase of required equipment (hardware and software) Development of the architecture of the entire project (execution program, database, results management and reports) Finalize the Architecture Diagram	December 1st, 2020	December 31, 2020
Reception of required accessories and equipment	December 1st, 2020	January 15, 2021
Flexible and interdependent database development Development of the master module and modules for data input, recipes, titrimetric curves, feed preparation, digestion and simulation of IViDiS (including the masticator) and IViDiS-μBio. Development of the control program and integration of the database into the control program including instrument calibration, recipe profile generators, chewing, digestion, titrimetric curves, experiment protocols and execution including reporting and analysis of results for IViDiS (including the masticator) and IViDiS-μBio.	January 4, 2021	March 12, 2021
Complete integration of the database into the control program including instrument calibration, recipe profile generators, mastication, digestion, titrimetric curves, experiment protocols and execution including reporting and analysis of results for IViDiS (including the masticator) and IViDiS-μBio.	January 4, 2021	March 31, 2021
Validation and integration of IViDiS (including the masticator) and IViDiS-μBio for 3 test cases involving the use of all functions Final assembly Complete training for 3 typical cases involving the use of all functions Final delivery and beginning of the guarantee USB key (or equivalent) allowing the re-installation of a compiled version of the programming environment and the database	March 15, 2021	March 31, 2021

All deliverables must be delivered by March 31, 2021.

The Provider agrees to correct any operating problems attributable to the programming for a period of 12 months at no additional charge.



6. Language of work

The possible working languages for interactions between the supplier and ministry officials are English and French. Priority is given to French.

Since the specifications have been written in French, they will take precedence over the texts translated into English in the event of questions of interpretation.

7. Resources and level of effort

The team must be composed of at least 1 computer architect and 1 programmer.

At least one of the supplier's resources assigned to the project should be certified in LabView Gold or Platinum programming (or equivalent depending on the programming language chosen) - (Certification to be included in the submission).

Have already done the calibration of controllers (PID or others)

The team's expertise in automation and control and in the development of complex databases must be demonstrated through the **CVs of** each of the principal team members assigned to the file and **relevant project portfolios**:

- Training from a recognized university institution in the fields of engineering, computer science or automation (Diploma or Attestation from a Professional Order)
- Number of years of experience: minimum 5 years
- Details of at least two (2) projects combining engineering, automation and database programming of the same or higher level of complexity
- Details of at least one automation project including design and/or assembly of equipment
- Have already worked with the programming and assembly of servo-motors, with analog and digital inputs/outputs,

The CVs and portfolio of the collaborators in charge of the project, architects, programmers, engineers assigned to the project must be included in the submission.

8. Workplace and Travel

Project launch, follow-up and test meetings will take place at the St-Hyacinthe Research and Development Centre or in virtual meetings depending on capacities and needs.

The system must be delivered, assembled and tested under operating conditions at the St-Hyacinthe Research and Development Center located at the following address:

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



9. Security requirement

Since the system is in the pilot plant of the St-Hyacinthe Research and Development Centre, the supplier will have to comply with safety standards (lab coat, glasses, nets and protective boots or any other equipment deemed relevant).

Given the intellectual property held by Agriculture and Agri-Food Canada for the programming of the IViDiS platform, the supplier must do everything in its power to ensure the security of the information, i.e. the technical data of the equipment or the design, programming and data resulting from the use of the program during testing. All data obtained by the supplier as a result of this project must be returned to the Ministry by March 31, 2022 and then destroyed by the supplier.

10. Duration / Contract period

The contract is expected to be completed by March 31, 2021, including all the deliverables stipulated in the schedule in section 5b.

11. Responsible persons

Representative from Agriculture and Agri-Food Canada :

The contact information for the Representative from AAFC will be provided at time of contract award.

12. Basis of payment

Ceiling price : 350,000\$ (excluding taxes)

13. Method of payment

First invoicing upon presentation of invoices related to the purchase of physical equipment (Deliverable 5.2)

Second billing upon final delivery (March 31, 2021).

Delivery, installation and validation: by the contractor, in collaboration with the purchasing managers and the integrated services managers.

Warranty :

1 year post-installation: additional technical validation, parts and labor

Warranty extension: 1 year, according to the terms required, at the customer's choice

Maintenance of physical systems: Maintenance will be done by AAC of the equipment.



14. Intellectual property rights

Intellectual Property (IP): IP will be retained by the Crown.

IViDiS (including the masticator) and **IViDiS- μ Bio** are designed to simulate animal or human monogastric digestion. The new equipment will be manufactured according to the detailed specifications provided by AAFC. No new IP will be created during the contract.

Previous IP: The detailed specifications that will be provided to the contractor are based on the IP developed since 2004.

Future IP: As in the past, **IViDiS (including the masticator)** and **IViDiS- μ Bio** will be used to obtain knowledge and information disseminated to the public. The materials and methods of the validation protocols of the complete *in vitro* digestion platform and their results will be published as internal experience reports, project reports to collaborators, theses, scientific publications, book chapters or conferences. Several future avenues are being explored for the continued development of this *in vitro* digestion simulator.

Table 1: Preliminary and non-exhaustive list of equipment

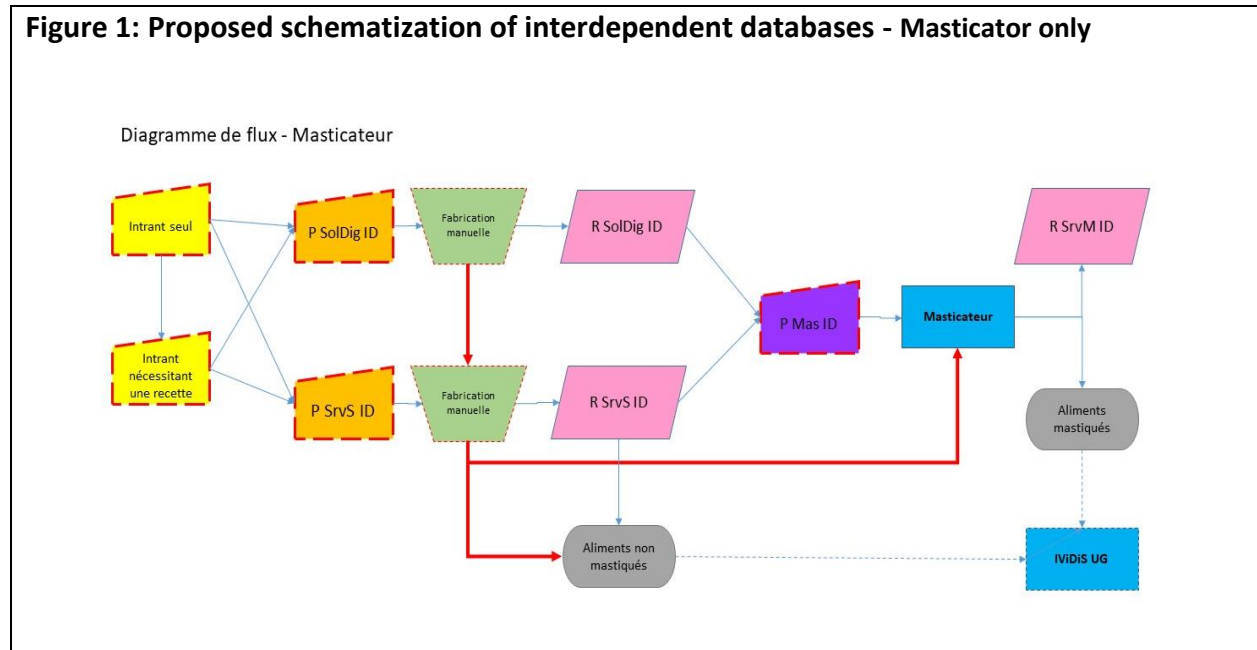
Equipment	Estimated unit cost	Already available at the CRDSH
IViDiS		
Masticator		
Chopper	350\$	X
Engine	500\$	X (to be validated)
Stomach and small intestine		
Thermostatically controlled, glass, double-walled, 800 ml, with multiport lid, custom designed, representing the stomach (1)	2000\$	Made to measure
Reactor cover (multiport), painted metal, for 800 ml reactor (1)	1500\$	Made to measure
Motor for stirring (stomach)	1500\$	
Automated "blades and baffles" type stirring system	500\$	Made to measure
Piston pump system for emulsion (stomach)	4000\$	Made to measure
Thermostatically controlled, glass, double-walled, 400 ml, with multiport lid, custom designed, representing the anterior duodenum (1)	2000\$	Made to measure
Reactor cover (multiport), painted metal, for 400 ml reactor (1)	1500\$	Made to measure
Tubular reactor and thermostatically controlled bath with external circulation (posterior duodenum, jejunum and ileum) (1)	5000\$	Made to measure
Piston pump system for transit (posterior duodenum, jejunum and ileum) (1)	4000\$	Made to measure
Tubing (small caliber) - reactors for digestive solutions	1000\$	X
IViDiS pumps :		
Feed pumps (2)	3000\$	2
Lobe transfer pumps (2)	3000\$	
Recirculation pumps (2)	300\$	2
pH pre-adjustment pumps (2)	3000\$	2
Final pH adjustment pumps (8)	300\$	8
Digestive solution pumps (12)	3000\$	10
IViDiS probes :		
pH sensors (4)	950\$	
Redox sensors (2)	1300\$	
Level probes (2)	50\$	
Temperature sensors (6)	50\$	
Other IViDiS automation equipment :		
Solenoid valves (on/off) for gases (4)	150\$	
Solenoid valves (on/off) for liquids - Emulsion (1)	150\$	
Adjustment buttons (via step motors) (2)	100\$	



IViDiS-μ Bio Reactors for 4 units		
Reactors, glass, double-walled, 10 cm inside diameter, conical bottom with ¼ opening centered underneath to accommodate one, two or three 8" high cylindrical sections (14)	1000\$	
Cylindrical sections, double-walled, 8" high (12)	500\$	
Reactor cover (multiport), painted metal, for reactor (4)	250\$	
Reactor cover (multiport), painted metal, for reactor (8)	250\$	
Pumps IViDiS-μ Bio :		
Per module (x4 complete modules)		
Feed pump (1)	1000\$	
Transfer pump (1)	1000\$	
Recirculation pump (1)	500\$	
Final pH adjustment pump (2)	300\$	
Digestive solution pump (1)	500\$	
Pump for redox control (1)	300\$	
Inlet pump of the absorption module (1)	500\$	
Output pump from absorption module (1) to water absorption module	500\$	
IViDiSμ probes - Bio :		
pH sensors (4)	950\$	
Redox probes in the liquid (4)	800\$	
Level probes (12)	50\$	
Temperature sensors (4)	50\$	
Other μIViDiS automation equipment - Bio :		
Solenoid valves (on/off) for gas (4)	150\$	
Solenoid valves (on/off) for liquids (8)	150\$	
Injection / sampling points (5)	20\$	
Other small equipment		
Microwave	250\$	2
Agitator plates	100\$	
Layout and physical support for workstations and equipment		
Stainless steel enclosure (Hood)	13,000\$	2
Control panels (4): 1 masticator, 1 IViDiS and 2 IViDiS-μ Bio half panels)	To be determined	
Work furniture / Work islands		X
Computer need		
Computers	To be determined	
Secure USB keys		X
Software licenses (LabView or equivalent)		X
Drobo		X



Schematization of the interdependent databases of the different major stages :



Legend of the proposed flow diagrams :

Yellow Truncated Rectangle: Ingredients and other inputs

Orange truncated rectangle: Input preparation protocols (food recipes, solutions and microbiota)

Purple Truncated Rectangle: Automated Equipment Usage Profiles

Green Trapeze: Manually prepared

Pink parallelogram: Results saved in the database

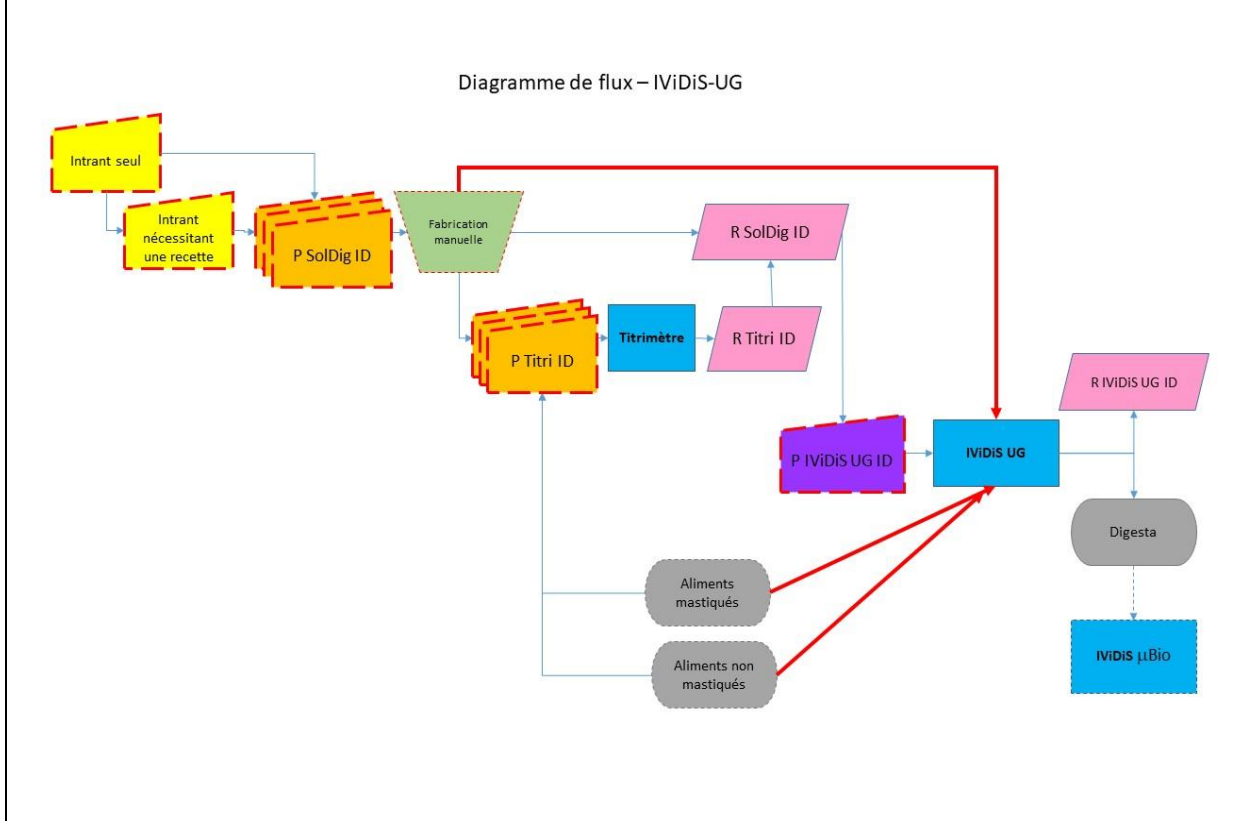
Blue Rectangle: Automated Equipment

Red Dotted Boxes: Manual Data Entry

Black boxes: System-generated data



Figure 2: Proposed schematization of interdependent databases - IVIDiS (here identified UG because it does not contain the masticator)



Legend of the proposed flow diagrams :

Yellow Truncated Rectangle: Ingredients and other inputs

Orange truncated rectangle: Input preparation protocols (food recipes, solutions and microbiota)

Purple Truncated Rectangle: Automated Equipment Usage Profiles

Green Trapeze: Manually prepared

Pink parallelogram: Results saved in the database

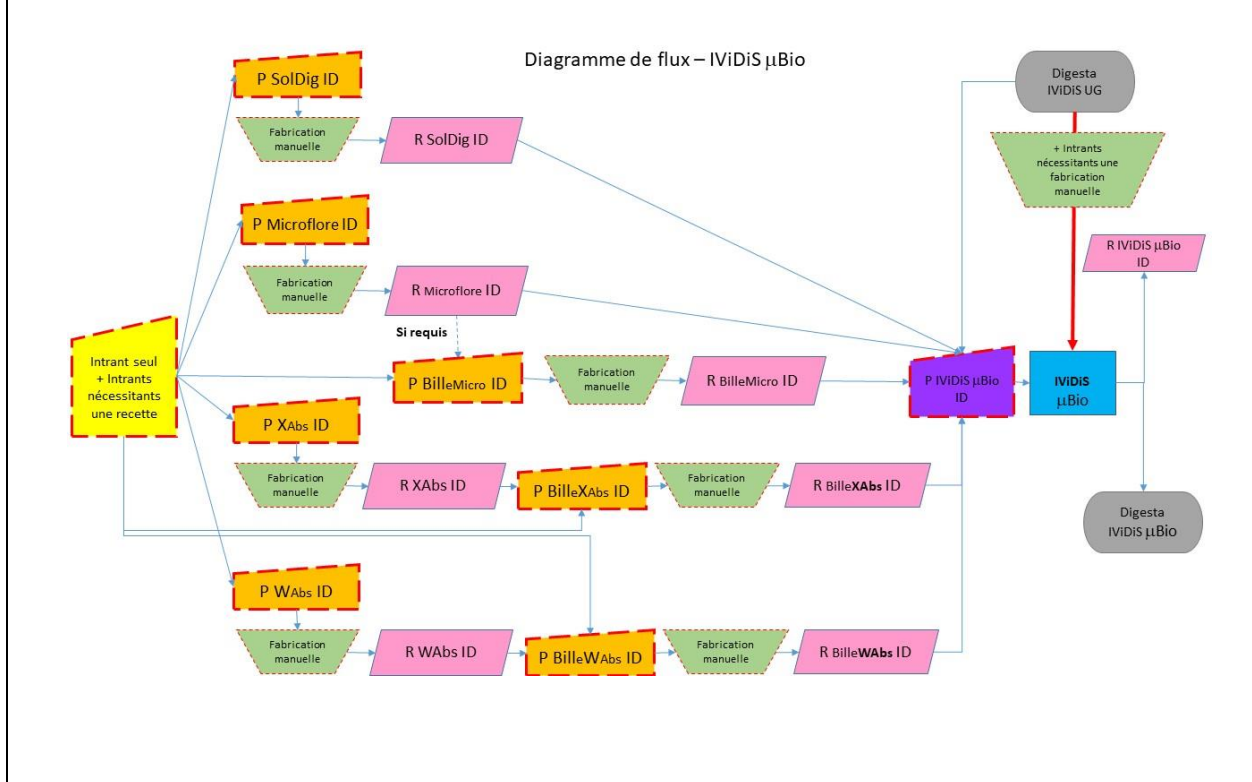
Blue Rectangle: Automated Equipment

Red Dotted Boxes: Manual Data Entry

Black boxes: System-generated data



Figure 3: Proposed schematization of interdependent databases - IviDiS-μBio



Legend of the proposed flow diagrams :

Yellow Truncated Rectangle: Ingredients and other inputs

Orange truncated rectangle: Input preparation protocols (food recipes, solutions and microbiota)

Purple Truncated Rectangle: Automated Equipment Usage Profiles

Green Trapeze: Manually prepared

Pink parallelogram: Results saved in the database

Blue Rectangle: Automated Equipment

Red Dotted Boxes: Manual Data Entry

Black boxes: System-generated data



APPENDIX C

BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 14.0 of Part 3, Method of Payment and 15.0 of Part 3, Direct Deposit.**

All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Applicable Taxes for the labour will be shown separately.

2.0 Pricing Basis

The Contractor shall be paid in accordance with the following for work performed under the Contract.

Masticator Section	_____	\$
(Stomach + small intestine) Section IViDiS	_____	\$
(Colon) Section IViDiS-uBio	_____	\$
<i>Grand Total</i> <i>(without taxes)</i>	_____	\$

The amount that will be evaluated is the Grand total amount.

The amounts of each section can be assessed and questioned following detailed technical discussions with the scientific team.

Signed at _____ the _____ day of the month
of _____ 2020.

(City/Province)

Name and address of the company: (Including postal code)



Name of Bidder:

Position title of Bidder:

Signature of Bidder:



APPENDIX D

EVALUATION PROCEDURES & CRITERIA

TECHNICAL PROPOSAL

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

1.0 METHOD OF SELECTION – LOWEST COST (ONCE TECHNICAL REQUIREMENTS HAVE BEEN MET)

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFP.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Proposal will be made on the basis of the TOTAL LOWEST PRICE for the financial proposal, referring to Basis of Payment, Appendix C.
- 1.5 To be considered Compliant, a Proposal Must:
 - 1- Specifically and clearly meet all the mandatory requirements specified in section 2.0 below;
- 1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).



1.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration.

The Bidder is requested to provide all the information indicated on the table below:

Criterion No.	Description of the criteria	Technical Submission Reference (Page and/or Section)
1	<p>Architectural Diagram - Summary of the Proposed Project Technical analysis and presentation of the architectural diagram, i.e. the equipment and material installation plan (including proposed technical specifications), construction of programming and equipment automation and interaction with the database in relation to the detailed specifications presented.</p>	
2	<p>Demonstration of Gold level or higher certification required in LabVIEW programming, or any other equivalent certification for other equivalent language (copy of certificate from at least 1 team member)</p>	
3	<p>The team must be composed of at least 1 computer architect and 1 programmer. The team's expertise in automation and control and in the development of complex databases must be demonstrated through the CVs of each of the principal team members assigned to the file and relevant project portfolios:</p> <ul style="list-style-type: none"> • Training from a recognized university institution in the fields of engineering, computer science or automation (Diploma or Attestation from a Professional Order) • Number of years of experience: minimum 5 years • Details of at least two (2) projects combining engineering, automation and database programming of the same or higher level of complexity • Details of at least one automation project including design and/or assembly of equipment 	



	<ul style="list-style-type: none">• Have already worked with the programming and assembly of servo-motors, with analog and digital inputs/outputs,• Have already done the calibration of controllers (PID or others)	
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4.0 FINANCIAL PROPOSAL

4.1 The Bidder must complete and sign the Appendix C, Basis of Payment which will form the Financial Proposal.

5.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidder meeting all mandatory requirements and whose proposal represents the lowest total cost will be awarded the contract.



APPENDIX E

CERTIFICATION REQUIREMENTS

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders should include, with their proposal, a signed copy of this certification below.

A) LEGAL ENTITY AND CORPORATE NAME

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate **i)** whether the Bidder is a corporation, partnership or sole proprietorship, **ii)** the laws under which the Bidder was registered or formed, **iii)** together with the registered or corporate name. Also identify **iv)** the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

- i) _____
- ii) _____
- iii) _____
- iv) _____

Any resulting Contract may be executed under the following:

Corporate full legal name: _____
 Place of business (complete address): _____
 Contact person: _____
 Phone: _____
 Email: _____
 GST number: _____

Name

Signature

Date

B) EDUCATION/EXPERIENCE CERTIFICATION

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared **non-responsive** or in other action which the Minister may consider appropriate.



Name

Signature

Date

C) PRICE/RATE CERTIFICATION

"We hereby certify that the price quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

Name

Signature

Date

D) VALIDITY OF PROPOSAL

It is requested that proposals submitted in response to this Request for Proposal be:

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Name

Signature

Date



E) AVAILABILITY AND STATUS OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

Name

Signature

Date

F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to



reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure report.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Name



Signature

Date

G) JOINT VENTURES

1.0 In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.

2. A Bidder that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- Incorporated joint venture
- Limited partnership joint venture
- Partnership joint venture
- Contractual joint venture
- Other

(b) Composition (names and addresses of all members of the joint venture)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component



suppliers and performs the integration tasks or awards a separate contract for this purpose.

- 5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Name

Signature

Date

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

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

I) INTEGRITY PROVISIONS

- 1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
- 2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity



Declaration Form, which can be found at [Declaration form for procurement](#).

4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Certification:

I _____ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Name

Signature

Date



APPENDIX F
CONFIDENTIALITY AGREEMENT



CONFIDENTIALITY AGREEMENT

Reciprocal Disclosure

(Non-Use / Non-Disclosure Agreement)

For exchange of confidential information in connection with a process for granting a service contract for the manufacture of an in vitro digestion simulator for mono gastric animals

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Agriculture and Agri-Food

AND

[ENTER NAME OF LEGAL ENTITY],



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CONFIDENTIALITY AGREEMENT

Reciprocal Disclosure

(Non-Use / Non-Disclosure Agreement)

For exchange of confidential information in connection with a process for granting a service contract for the manufacture of an in vitro digestion simulator for mono gastric animals

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Agriculture and Agri-Food

(**"AAFC"**)

AND

[ENTER NAME OF LEGAL ENTITY],
an entity having its principal office at

[Enter address]

("Entity")

Collectively referred to as the **"Parties"**



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INTRODUCTION

WHEREAS:

- A. **AAFC** has a particular expertise in the field of creation and use of biochemical reactors and their control system and, more specifically, in the field of *in vitro* digestion systems;
- B. The **Entity** has essential skills for the assembly of components for the making of an *in vitro* digestion system and also has essential skills for the development of software providing management and control solutions for automated tools, and which allow the integration of databases, which can be used to develop and support a control system for an *in vitro* digestion system;
- C. **AAFC** wishes to award a service contract for the manufacture and acquisition of an *in vitro* digestion simulator for mono gastric animals and the **Parties** wish to exchange information to enable the **entity** to determine its capacity and its interest for applying to a granting process call related to the service contract described above in this paragraph;
- D. The **Parties** have maintained the information, subject of this **Confidentiality Agreement**, in secrecy or in confidence, because of the scientific or commercial worth attributed by the **Disclosing Party** to that information and the **Parties** desire to preserve that secrecy or confidentiality.

NOW THEREFORE IN CONSIDERATION of the mutual terms and conditions and other good and valuable consideration, the adequacy and receipt of which is acknowledged by the **Parties**, the **Parties** agree as follows:

1.0 DEFINITIONS

- 1.1 “**Confidentiality Agreement**” means this agreement and refers to the whole of this agreement, not to any particular section or portion thereof.
- 1.2 “**Confidential Information**” means, without limitation,
 - 1.2.1 all scientific, technical, business, financial, legal, marketing or strategic information;
 - 1.2.2 information that is non-public, protected, confidential, privileged or proprietary in nature, which may have actual or potential scientific and economic value, in part, from not being known;
 - 1.2.3 however fixed, stored, expressed or embodied (and includes, without limitation, plans and specifications, samples, prototypes, specimens and derivatives);



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- 1.2.4 disclosed for the **Purpose**, during discussions, telephone calls, meetings, tests, demonstrations, correspondence or otherwise;
- or any part or portion thereof, related to activities pursuant to the **Confidentiality Agreement**, irrespective of whether or not such information is specifically marked confidential or identified as confidential at the time of disclosure.
- 1.3 **“Disclosing Party”** or **“Receiving Party”** means either of the **Parties** disclosing or receiving the **Confidential Information**.
- 1.4 **“Party”** or **“Parties”** means **AAFC’s** or / and the **Entity’s** respective employees, servants, agents, representatives, lawyers and permitted consultants. This definition does not include affiliates, subsidiaries or horizontally or vertically related corporations.
- 1.5 **“Purpose”** means exchange of **confidential information** to allow the **entity** to determine its capacity and interest to apply for a call for tenders related to granting a service contract for manufacturing an in vitro digestion simulator for mono gastric animals.



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2.0 CONFIDENTIALITY

2.1 INTENT

Confidential Information disclosed to the **Receiving Party** shall be:

- 2.1.1 used by the **Receiving Party** solely for the **Purpose** and for no other use whatsoever;
- 2.1.2 held in confidence, safeguarded and not disclosed by the **Receiving Party**;
- 2.1.3 held in trust and dealt with only as authorized under sub-paragraph 2.1.1

The failure to identify **Confidential Information** shall not change the confidentiality of that information, or otherwise remove such information from the scope of this **Confidentiality Agreement**.

3.0 CONFIDENTIALITY EXCLUSIONS

3.1 SPECIFIC EXCLUSIONS

Article 2 (Confidentiality) does not apply to **Confidential Information** which, even if it may be marked “confidential”, is not really confidential, in that:

- 3.1.1 the information is now or hereafter in the public domain through no act or omission of the **Receiving Party** at the time of disclosure by the **Disclosing Party**;
- 3.1.2 the information was already in the possession of the **Receiving Party** at the time of disclosure by the **Disclosing Party**;
- 3.1.3 the information becomes available from an outside source who has a lawful and legitimate right to disclose the information to others, and the **Receiving Party** is free to disclose the information;
- 3.1.4 the information was independently developed by the **Receiving Party** without any of the **Confidential Information** being reviewed or accessed by the **Receiving Party**; or
- 3.1.5 the information was released due to a compulsory disclosure order under a judicial process.

4.0 EFFECTIVE DATE AND TERM

This **Confidentiality Agreement** shall come into force and effect on the date of last signature (the “**Effective Date**”) and shall govern disclosures of **Confidential Information** related to the **Purpose** between the **Parties** from the **Effective Date** until termination. . The term of this **Confidentiality Agreement** shall be one (1) month years from the **Effective Date**, notwithstanding termination.



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5.0 NO WARRANTIES OR REPRESENTATIONS

5.1 CONFIDENTIAL INFORMATION WITHOUT WARRANTY

Any **Confidential Information** provided to the **Receiving Party** by the **Disclosing Party** is without any warranty or guarantee or representation of any kind whatsoever other than as expressly provided herein.

5.2 NO RELIANCE

The **Receiving Party** shall not rely in any way on the quality, accuracy or completeness of any **Confidential Information**. Any use of such **Confidential Information** shall be at the **Receiving Party's** sole risk and expense.

6.0 INDEMNIFICATION

The **Receiving Party** shall indemnify, save harmless and defend at its own costs, the **Disclosing Party** from and against all claims, demands, losses, damages, costs (including solicitor and own-client costs), actions, suits or other proceedings, all in any manner based upon, arising out of, related to, occasioned by or attributable to, any acts or conduct of the **Receiving Party** (whether by reason of negligence or otherwise) in the performance by the **Receiving Party** of the provisions of the **Confidentiality Agreement** or any activity undertaken or purported to be undertaken under the authority or pursuant to the terms of the **Confidentiality Agreement**.

7.0 TERMINATION

7.1 UNILATERAL TERMINATION

The **Confidentiality Agreement** may be terminated by either **Party**, at any time, upon sixty (60) days written notice to the other **Party**, or immediately by the **Disclosing Party** upon notice that the **Receiving Party** has breached the **Confidentiality Agreement** and, in particular, paragraph 2.1 (Intent).

7.2 CONSEQUENCES OF TERMINATION

Subject to paragraph 8.5 (Required to be Disclosed by Law), upon termination all **Confidential Information** in any form, including without limitation, any hard or electronic copies and all biological material derivatives and replicates, shall be promptly returned to the **Disclosing Party**, except that **AAFC** shall be entitled to retain one copy of such records for the purposes of meeting its obligations under the federal laws of Canada. The **Receiving Party** shall have no right whatsoever to continue the use of or disclose the **Confidential Information** in any way, whatsoever.

7.3 PROVISIONS THAT SURVIVE TERMINATION

Notwithstanding the termination or expiration of this **Confidentiality Agreement**, all obligations of the **Parties**, which expressly or by their nature survive termination or expiration, shall continue in full force and effect subsequent to and notwithstanding such termination or expiration, until they are satisfied or by their nature expire.



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Should a **Party** breach the provisions of this **Confidentiality Agreement**, the other **Party** shall be entitled to equitable relief, in addition to all other remedies available to the **Parties** at law or in equity. The **Parties** agree that an award of damages may not be an effective remedy in the event of a breach of this **Confidentiality Agreement**.

8.0 INTENT AND INTERPRETATION

8.1 ENTIRE AGREEMENT

This **Confidentiality Agreement** constitutes the entire agreement between the **Parties** pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the **Parties** pertaining to such subject matter. The execution of the **Confidentiality Agreement** has not been induced by, nor do any of the **Parties** rely upon or regard as material, any representations not included in this agreement.

8.2 SUCCESSORS

The **Confidentiality Agreement** shall enure to the benefit of, and be binding upon, the **Parties** and their respective heirs, executors, administrators and successors.

8.3 RELATIONSHIP

The **Parties** expressly disclaim any intention to create a partnership, joint venture or joint enterprise.

8.4 WAIVER

No supplement, modification or waiver of the **Confidentiality Agreement** shall be binding unless executed and agreed upon in writing by both **Parties**. No waiver of any of the provisions of the **Confidentiality Agreement** shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

8.5 REQUIRED TO BE DISCLOSED BY LAW

Nothing in this **Confidentiality Agreement** shall be interpreted so as to preclude **AAFC** from disclosing information that **AAFC** may be required or ordered to disclose under the *Access to Information Act*, R.S.C. 1985, c.A-1, or otherwise, pursuant to any applicable federal laws.

8.6 FORUM CONVENIENS & APPLICABLE LAWS

The **Confidentiality Agreement**, its validity, performance, discharge or construction shall be governed first by applicable Canadian Federal laws, and secondly by the laws of the Province of Québec and all courts competent to hear appeals therefrom. The **Parties** expressly exclude any conflict of laws' rules or principles which might refer disputes under the **Confidentiality Agreement** to the laws of another jurisdiction. Despite the foregoing, if the **Confidentiality Agreement** or any aspect of it becomes a subject of judicial proceedings in the United States of America, then firstly the **Entity** irrevocably waives any and all rights it has to a trial by jury in the United States; and secondly, the



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Entity agrees that the matter will be heard before a judge sitting alone, due to the nature and complexity of the **Confidential Information** and applicable laws.

8.8 CONTROL / STATUS OF THE ENTITY

If the status of the **Entity** changes in respect of ownership or control, technical or financial competence, location of the work place, loss of key staff or fundamental licences or any other way which prejudices the **Confidentiality Agreement** or the potential Canadian economic benefits therefrom, the **Entity** shall promptly inform **AAFC**, and **AAFC** may terminate the **Confidentiality Agreement** within ninety (90) days of such notification.

8.9 ASSIGNMENT

The **Confidentiality Agreement** is personal to the **Entity** and cannot be assigned, in whole or in part, including any interests, rights or obligations hereunder, without the prior written consent of **AAFC**. The failure to obtain written consent shall render the assignment (or transfer) void. However such an assignment might be structured, including but not limited to: share sales; operation of law; merger; transfer; amalgamation; or other direct or indirect manner.

9.0 CROWN RIGHTS

9.1 NO BRIBES / NO SHARE TO MEMBERS OF PARLIAMENT

Entity warrants that no bribe, gift or other inducement has been paid, given, promised or offered to any Government official or employee for the obtaining of this **Confidentiality Agreement**. Pursuant to *the Parliament of Canada Act*, R.S.C. 1985, c.P-1, no member of the House of Commons or Senate will be admitted to any share or part of the **Confidentiality Agreement** or to any benefit arising from the **Confidentiality Agreement**.

9.2 LEGISLATIONS AND CODES COMPLIANCE

The **Entity** acknowledges that current employees and past-employees of the Government of Canada who are subject to the provisions of *the Conflict of Interest Act*, S.C. 2006 c.9.s.2, *the Conflict of Interest and Post-Employment Code for Public Office Holders*, *Conflict of Interest Code for Members of the House of Commons*, *the Conflict of Interest Code for Senators*, *the Values and Ethics Code for Agriculture and Agri-Food Canada*, *the Values and Ethics Code for the Public Sector*, or any other values and ethics codes applicable within other levels of government or specific organizations, cannot derive any direct benefit resulting from this **Confidentiality Agreement** unless the provision or receipt of such benefit is in compliance with such legislation and codes.



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10.0 NOTICES

10.1 CONTACT INDIVIDUALS & ADDRESSES & NUMBERS

Unless otherwise notified, the representative of the Parties for the purpose of the **Confidentiality Agreement** shall be:

For **AAFC**

Contact related to this Confidentiality Agreement

Carol Rahal
Senior Officer Contracts and Installation
Real Property and Asset Management
Floor 6, Room 6013
2001 Robert-Bourassa boulevard
Montréal (Quebec) H3A 3N2
Téléphone: (514) 315-6143
Fax: (514) 283-1918
E-mail : carol.rahal@canada.ca

For the Entity

Contact related to this Confidentiality Agreement

Name: _____
Title: _____
Address: _____
Phone: _____
Mobile : _____
Fax: _____
E-mail: _____

10.2 MODE OF SERVICE

Any notices or other communications required or permitted under this **Confidentiality Agreement** shall be in writing and shall be either personally delivered; sent by courier; sent by registered mail, postage prepaid; sent by facsimile; or sent by email; to the addresses and persons cited above. Any **Party** may change the names of the intended recipient and addresses by written notice.

This **Confidentiality Agreement** may be signed in counterparts, each of which so signed shall be deemed to be an original, and such counterparts taken together shall constitute one **Confidentiality Agreement**. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes



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of this ***Confidentiality Agreement*** and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures

10.3 CONFIRMATION OF SERVICE

Any notice or communication shall be considered to have been received when personally served; when signed on the courier invoice; when signed on the return registered mail; when delivered according to the facsimile confirmation sheet; or when the internet “postmaster” states receipt of the electronic message.



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11.0 EXECUTION / SIGNATURES

IN WITNESS WHEREOF this **Confidentiality Agreement** has been executed by duly authorized representatives of the **Parties**.

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA	ON BEHALF OF THE [ENTITY FULL LEGAL NAME]: _____
Nancy Gardner Director Office of Intellectual Property and Commercialization	Name : _____ Title : _____
Date :	Date : _____
_____ Witness' signature	_____ Witness' signature