



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St./ 11 rue, Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right
of Canada, in accordance with the terms and conditions
set out herein, referred to herein or attached hereto, the
goods, services, and construction listed herein and on any
attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la
Reine du chef du Canada, aux conditions énoncées ou
incluses par référence dans la présente et aux annexes
ci-jointes, les biens, services et construction énumérés
ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Stirred tank reactor	
Solicitation No. - N° de l'invitation 23375-210667/B	Date 2021-06-07
Client Reference No. - N° de référence du client 23375-210667	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-925-80092	
File No. - N° de dossier pv925.23375-210667	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-06-25 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Barnett, Delaney	Buyer Id - Id de l'acheteur pv925
Telephone No. - N° de téléphone (613) 327-5986 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
L'Esplanade Laurier
140 O'Connor Street,
East Tower, 7th Floor
Ottawa
Ontario
K1A 0S5

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

TABLE OF CONTENTS

This bid solicitation cancels and supersedes previous bid solicitation number 23375-210667/A dated 2021/05/07 with a closing of 2021/05/25 at 14h00 EDT. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION	3
1.1 REQUIREMENT	3
1.2 DEBRIEFINGS	3
1.3 EPOST CONNECT SERVICE	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	7
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE BID	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES	9
6.1 SECURITY REQUIREMENTS	9
6.2 REQUIREMENT	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	9
6.6 PAYMENT	10
6.7 INVOICING INSTRUCTIONS	11
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	11
6.9 APPLICABLE LAWS.....	12
6.10 PRIORITY OF DOCUMENTS	12
6.11 SACC MANUAL CLAUSES	12
6.12 SHIPPING INSTRUCTIONS	12
6.13 DISPUTE RESOLUTION.....	12
ANNEX A	14
PART 1 - REQUIREMENT.....	14
PART 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA	16
ANNEX B	18
BASIS OF PAYMENT	18

Solicitation No. - N° de l'invitation
23375-210667/B
Client Ref. No. - N° de réf. du client
23375-210667

Amd. No. - N° de la modif.
File No. - N° du dossier
pv925 23375-210667

Buyer ID - Id de l'acheteur
pv925
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"	19
LIST OF PRODUCTS	19
ANNEX "D"	20
COMPLETE LIST OF DIRECTORS	20
ATTACHMENT "1" TO PART 3 OF THE BID SOLICITATION	21
ELECTRONIC PAYMENT INSTRUMENTS	21
ATTACHMENT "1" TO PART 5 OF THE BID SOLICITATION	22
OEM CERTIFICATION	22

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Annex A.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 epost Connect service

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Manual clause B1000T (2014-06-26) Condition of Material

SACC Manual clause B3000T (2006-06-16) Equivalent Products

2.2 Submission of Bids

Bids must be submitted electronically either through epost connect or Facsimile to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as specified below, by the date, and time indicated on page 1 of the bid solicitation.

PWGSC Bid Receiving Unit

Facsimile number: (819) 997-9776

epost Connect: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

No bid shall be sent directly to the PWGSC Contracting Authority.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) submitted to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Bidders must include technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex A.
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The bidder is requested to use the form provided in Annex "C".

Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Basis of Payment.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment "1" Electronic Payment Instruments, to identify which ones are accepted.

If Attachment "1" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

The mandatory technical evaluation criteria are detailed in Annex "A", Part 2.1.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex "B" – Basis of Payment.

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

4.2.1 SACC Manual Clause A0069T (2007-05-25) - Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](https://www.canada.ca/en/employment-social-development/canada/esdc-labour/s website) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A.

Bidder's authorized representative signature

Date

5.2.3.2 OEM Certification

(i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment X to Part 5 of the Bid Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(ii) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

6.2.1 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance,

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

(a) The period of the Contract is from Contract award to 12 months from date of Acceptance.

6.4.2 Delivery Date

All the deliverables must be received within 22 weeks of Contract award.

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Delaney Barnett
Title: Supply Officer

Solicitation No. - N° de l'invitation
23375-210667/B
Client Ref. No. - N° de réf. du client
23375-210667

Amd. No. - N° de la modif.
File No. - N° du dossier
pv925 23375-210667

Buyer ID - Id de l'acheteur
pv925
CCC No./N° CCC - FMS No./N° VME

Public Works and Government Services Canada
Commercial Consumer Products Directorate
140 O'Connor Street, 7th floor
East Tower, L'Esplanade Laurier (LEL)
Ottawa, Ontario, K1A 0R5

Telephone: 613-327-5986
E-mail address: Delaney.Barnett@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority (to be filled in only at contract award)

The Technical Authority for the Contract is: *(to be filled in only at contract award)*

Name:
Title:
Telephone:
E-mail address:

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

6.5.3 Contractor's Accounts Payable Contact (to be filled out at contract award)

Name:
Telephone:
E-mail address:

6.5.4 Contractor's Representative (to be completed by the bidder)

The telephone number (with extension if applicable) of the person responsible for:

General enquiries

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

Delivery Follow-up

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

Initial Requirement

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex "B" – Pricing Tables for a cost of \$(to be filled in only at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Method of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment
SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-Based Contractor

6.6.3 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.7 Invoicing Instructions

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

6.7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) Invoices and order confirmations can be sent via e-mail to:

to be filled out at contract award

- (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
 - i. 4001, Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Requirement;
- (e) Annex "B", Basis of Payments;
- (f) Annex "C", List of Products;
- (g) the Contractor's bid dated _____ (*insert date of bid*).

6.11 SACC Manual Clauses

SACC Manual clause G1005C (2016-01-28) Insurance
SACC Manual clause B1501C (2018-06-21) Electrical Equipment

6.12 Shipping Instructions

6.12.1 Shipping Instructions - Delivery at Destination

6.12.1.1 Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Ottawa Incoterms® 2010 for shipments from a commercial contractor.

6.12.1.2 The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

Solicitation No. - N° de l'invitation
23375-210667/B
Client Ref. No. - N° de réf. du client
23375-210667

Amd. No. - N° de la modif.
File No. - N° du dossier
pv925 23375-210667

Buyer ID - Id de l'acheteur
pv925
CCC No./N° CCC - FMS No./N° VME

- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX A

Part 1 - REQUIREMENT

Natural Resources Canada has a requirement for the supply of a stirred tank reactor hereafter referred to as a "Stirred tank reactor system", including any required supplemental items. The Stirred tank reactor system must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Part 2.1- Mandatory Technical Evaluation Criteria.

The requirement must work and operate at all times in accordance with the following mandatory technical requirements below:

1.0 Standards

The substances put in the Stirred tank reactor system will include but not be limited to Petroleum distillates, biocrudes, and hydrogen. The stirred tank reactor system must meet all applicable standards of the Canadian Standard Association (CSA), and the stirred tank reactor system requires a CRN registration number and certification provided at the time of delivery.

2.0 Technical Requirements

- A. The Stirred tank reactor system must have a maximum allowable working pressure of 5,000 PSIG at 454°C and a maximum operating pressure of 4300 PSIG at 400°C
- B. The Stirred tank reactor system must have a 1-L reactor volume
- C. The Stirred tank reactor system must have a Magnetic drive stirrer with air-operated motor or explosion-proof electric motor
- D. The Stirred tank reactor system must have an electric heater with over-temperature thermocouple and a reactor body that can be removed by two people. The power of the electric heater must be 1,700 Watts minimum.
- E. The Stirred tank reactor system must include a floor stand with swing-away reactor body lift
- F. The Stirred tank reactor system must have a process thermocouple (Type K) to meet our current laboratory standard
- G. The Stirred tank reactor system must have a Process Cooling Coil inside the reactor
- H. The Stirred tank reactor system must have a liquid sample tube with a needle valve and an inside diameter that is a minimum of 0.125 inches
- I. The Stirred tank reactor system must have a Gas inlet valve (needle valve)
- J. The Stirred tank reactor system must have a vent valve with pressure gauge with a minimum range of 0-3000 PSI and a pressure transducer with a range of 0-5000 PSI, 24VDC, 4-20 mA, and a safety rupture disc
- K. The Stirred tank reactor system must have a charging port (inlet port) internal diameter of 0.19 inch minimum to eliminate plugging of the liquid reactants
- L. The Stirred tank reactor system must have a reactor inlet that is less than 4 inches long to eliminate a "hot zone" and minimize the contact area and time the liquid reactants are exposed to the high temperatures before reactor internal volume
- M. The Stirred tank reactor system must accommodate at least 7 connection ports at the top of the reactor. These connection ports must consist of compression fittings capable of withstanding 5,000 psig
- N. All wetted parts of the Stirred tank reactor system must be made of 316 stainless steel including gaskets and O-rings to ensure long-term operation.

Solicitation No. - N° de l'invitation
23375-210667/B
Client Ref. No. - N° de réf. du client
23375-210667

Amd. No. - N° de la modif.
File No. - N° du dossier
pv925 23375-210667

Buyer ID - Id de l'acheteur
pv925
CCC No./N° CCC - FMS No./N° VME

3.0 Manuals

The Contractor must deliver a complete set of Documentation, in English and French (if available) with the deliverables.

This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions.

4.0 Delivery Address

Natural Resources Canada
1 Haanel Drive
Ottawa, Ontario
K1A1M1

ATTN: TO BE FILLED OUT AT CONTRACT AWARD

Part 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract

Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
1	THE STIRRED TANK REACTOR SYSTEM MUST HAVE A MAXIMUM ALLOWABLE WORKING PRESSURE OF 5,000 PSIG AT 454°C AND A MAXIMUM OPERATING PRESSURE OF 4300 PSIG AT 400°C.	
2	THE STIRRED TANK REACTOR SYSTEM MUST HAVE A 1-L REACTOR VOLUME	
3	THE STIRRED TANK REACTOR SYSTEM MUST HAVE A MAGNETIC DRIVE STIRRER WITH AIR-OPERATED MOTOR OR EXPLOSION-PROOF ELECTRIC MOTOR	
4	THE STIRRED TANK REACTOR SYSTEM MUST HAVE AN ELECTRIC HEATER WITH OVER-TEMPERATURE THERMOCOUPLE AND A REACTOR BODY THAT CAN BE REMOVED BY TWO PEOPLE.	
5	THE POWER OF THE ELECTRIC HEATER OF THE STIRRED TANK REACTOR SYSTEM MUST BE 1,700 WATTS MINIMUM	
6	THE STIRRED TANK REACTOR SYSTEM MUST INCLUDE A FLOOR STAND WITH SWING-AWAY REACTOR BODY LIFT	
7	THE STIRRED TANK REACTOR SYSTEM MUST HAVE A PROCESS THERMOCOUPLE (TYPE K) TO MEET OUR CURRENT LABORATORY STANDARD	
8	THE STIRRED TANK REACTOR SYSTEM MUST HAVE A PROCESS COOLING COIL INSIDE THE REACTOR	
9	THE STIRRED TANK REACTOR SYSTEM MUST HAVE A LIQUID SAMPLE TUBE WITH A NEEDLE VALVE AND AN INSIDE DIAMETER THAT IS A MINIMUM OF 0.125 INCHES	
10	THE STIRRED TANK REACTOR SYSTEM MUST HAVE A GAS INLET VALVE (NEEDLE VALVE)	
11	THE STIRRED TANK REACTOR SYSTEM MUST HAVE A VENT VALVE WITH PRESSURE GAUGE WITH A MINIMUM RANGE OF 0-3000 PSI AND A PRESSURE TRANSDUCER WITH A RANGE OF 0-5000 PSI, 24VDC, 4-20 MA, AND A SAFETY RUPTURE DISC	
12	THE STIRRED TANK REACTOR SYSTEM MUST HAVE A CHARGING PORT (INLET PORT) INTERNAL DIAMETER OF 0.19 INCH MINIMUM TO ELIMINATE PLUGGING OF THE LIQUID REACTANTS	
13	THE STIRRED TANK REACTOR SYSTEM MUST HAVE A REACTOR	

Solicitation No. - N° de l'invitation
23375-210667/B
Client Ref. No. - N° de réf. du client
23375-210667

Amd. No. - N° de la modif.
File No. - N° du dossier
pv925 23375-210667

Buyer ID - Id de l'acheteur
pv925
CCC No./N° CCC - FMS No./N° VME

	INLET THAT IS LESS THAN 4 INCHES LONG	
14	THE STIRRED TANK REACTOR SYSTEM MUST ACCOMMODATE AT LEAST 7 CONNECTION PORTS AT THE TOP OF THE REACTOR	
15	THE STIRRED TANK REACTOR SYSTEM CONNECTION PORTS MUST CONSIST OF COMPRESSION FITTINGS CAPABLE OF WITHSTANDING 5,000 PSIG.	
16	ALL WETTED PARTS OF THE STIRRED TANK REACTOR SYSTEM MUST BE MADE OF 316 STAINLESS STEEL INCLUDING GASKETS AND O-RINGS	

Solicitation No. - N° de l'invitation
23375-210667/B
Client Ref. No. - N° de réf. du client
23375-210667

Amd. No. - N° de la modif.
File No. - N° du dossier
pv925 23375-210667

Buyer ID - Id de l'acheteur
pv925
CCC No./N° CCC - FMS No./N° VME

ANNEX B

BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment.**

Table 1: Initial Requirement:

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	One Stirred Tank Reactor system including any necessary supplemental items required that meets all the mandatory technical requirements as described in Annex A	1	Each	\$	\$ Number of Units X Firm Unit Price
				Total Aggregated Bid Price	Sum of Items

Solicitation No. - N° de l'invitation
23375-210667/B
Client Ref. No. - N° de réf. du client
23375-210667

Amd. No. - N° de la modif.
File No. - N° du dossier
pv925 23375-210667

Buyer ID - Id de l'acheteur
pv925
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

LIST OF PRODUCTS

Product Name	Model/Part Number	Name of Manufacture		

Solicitation No. - N° de l'invitation
23375-210667/B
Client Ref. No. - N° de réf. du client
23375-210667

Amd. No. - N° de la modif.
File No. - N° du dossier
pv925 23375-210667

Buyer ID - Id de l'acheteur
pv925
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

COMPLETE LIST OF DIRECTORS

(As per Standard Instructions, Clauses and Conditions Part 2)

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Solicitation No. - N° de l'invitation
23375-210667/B
Client Ref. No. - N° de réf. du client
23375-210667

Amd. No. - N° de la modif.
File No. - N° du dossier
pv925 23375-210667

Buyer ID - Id de l'acheteur
pv925
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT "1" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

Solicitation No. - N° de l'invitation
23375-210667/B
Client Ref. No. - N° de réf. du client
23375-210667

Amd. No. - N° de la modif.
File No. - N° du dossier
pv925 23375-210667

Buyer ID - Id de l'acheteur
pv925
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT "1" to PART 5 OF THE BID SOLICITATION

OEM Certification

OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____