

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Travaux publics et Services gouvernementaux
Canada**

Voir dans le document/

See herein

NA

Québec

NA

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address**Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet RISO - Molded Earplugs RISO - (CFIA) Molded Earplugs	
Solicitation No. - N° de l'invitation 39903-210310/A	Date 2020-12-04
Client Reference No. - N° de référence du client 39903-210310	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-625-15953
File No. - N° de dossier MTA-0-43148 (625)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-01-06 Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée Voir doc.	
Address Enquiries to: - Adresser toutes questions à: Lavoie, Corine	Buyer Id - Id de l'acheteur mta625
Telephone No. - N° de téléphone (514)207-4777 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: AGENCE CANADIENNE D'INSPECTION DES ALIMENTS List of Sites Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 SECURITY REQUIREMENTS	4
1.4 DEBRIEFINGS	4
1.5 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	5
2.4 APPLICABLE LAWS	5
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	5
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	6
3.1 OFFER PREPARATION INSTRUCTIONS.....	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION.....	7
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	8
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	8
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	9
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	9
A. STANDING OFFER.....	9
7.1 OFFER	9
7.2 SECURITY REQUIREMENTS	9
7.3 STANDARD CLAUSES AND CONDITIONS.....	9
7.4 TERM OF STANDING OFFER.....	10
7.5 AUTHORITIES	10
7.6 IDENTIFIED USERS	11
7.7 CALL-UP INSTRUMENT	11
7.8 LIMITATION OF CALL-UPS.....	12
7.9 FINANCIAL LIMITATION	12
7.10 PRIORITY OF DOCUMENTS.....	12
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION	13
7.12 APPLICABLE LAWS (TO BE COMPLETED BY THE BIDDER).....	13
7.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	13
B. RESULTING CONTRACT CLAUSES	13
7.1 REQUIREMENT	13
7.2 STANDARD CLAUSES AND CONDITIONS.....	13
7.3 TERM OF CONTRACT	14
7.4 PAYMENT	14
7.5 INVOICING INSTRUCTIONS	14
7.6 INSURANCE	14
7.7 DISPUTE RESOLUTION	15
7.8 SACC MANUAL CLAUSE.....	15

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"	16
REQUIREMENT	16
ANNEX "B"	18
BASIS OF PAYMENT	18
ANNEX "C" TO PART 3 OF THE REQUEST FOR STANDING OFFERS	24
ELECTRONIC PAYMENT INSTRUMENTS	24
ANNEX « D »	25
COMPLETE LIST OF COMPANY BOARD OF DIRECTORS	25

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment, Delivery Addresses and any other annexes

1.2 Summary

- 1.2.1 Request for Regional Individual Standing Offer (RISO) to supply, on an as and when ordered basis, molded earplugs for the Canadian Food Inspection Agency (CFIA), for the eight (8) defined regions:

- 1- Eastern Quebec
- 2- Greater Montreal
- 3- Saguenay Lac Saint-Jean
- 4- Rouyn
- 5- Saint-Jean to Saint-Hyacinthe
- 6- Central Quebec to Estrie
- 7- Joliette to Trois-Rivières
- 8- National Capital to Chaudière-Appalaches

Period of the Standing Offer: Two (2) years starting from the date of standing offer issuance with one (1) option to extend for a period of one (1) year.

Multiple Standing Offers: Evaluation of price will be based on an aggregate basis per region and Canada reserves the right to award up to 8 standing offers (one per defined region). A supplier can obtain a standing offer for one or more regions.

1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.1.1 SACC Manual Clauses

[A3015T](#) (2014-06-26), Certifications – Bid
[M1004T](#) (2016-01-28), Condition of Material

2.2 Submission of Offers

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

PWGSC Québec Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

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

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Offer
Section II: Financial Offer
Section II: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "**Annex B, Basis of Payment**".

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "C" 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

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1 Financial Evaluation

Evaluation per region:

- 1- Offerors must submit prices for each year; meaning each year of the firm period as well as for the option year (3 years total).
- 2- **Standing offer with the lowest evaluated price** will be determined as follows: total value of the unit prices quoted multiplied with the estimated quantities for each of the three years.

4.1.1 Clause du Guide des CCUA

M0222T (2016-01-28), Évaluation du prix-soumissionnaires établis au Canada et à l'étranger :

- 1. Les offrants doivent proposer des prix fermes, les droits de douane et les taxes d'accise comprises, et les taxes applicables exclues.
- 2. Sauf lorsque la demande d'offres précise que les offrants doivent être présentés en dollars canadiens, les offres présentées en devises étrangères seront converties en dollars canadiens pour les besoins de l'évaluation. Pour les offres présentées en devises étrangères, le taux indiqué par la Banque du Canada à la date de clôture des offres, ou à une autre date précisée dans la demande d'offres, sera utilisé comme facteur de conversion.
- 3. Les offrants doivent proposer des prix rendu droits acquittés (DDP) selon les Incoterms 2010 pour les expéditions en provenance d'un entrepreneur commercial. Les offres seront évaluées sur une base DDP.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price, per region, will be recommended for issuance of a standing offer.

- a) Evaluation of price will be based on an aggregate basis per region and Canada reserves the right to award up to 8 standing offers (one per region).
- b) A supplier can obtain a standing offer for one or more regions indicated in Annex "A".

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

N/A

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7.2 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

7.3.2.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Section 7.3.2.2. If some data is not available, the reason must be indicated in the report. If no services are provided during a given period, the Offeror must provide a "NIL" report.

The data must be submitted on a semiannual basis to the Standing Offer Authority.

The semiannual reporting periods are defined as follows:

First semiannual period:	January 1 to June 30
Second semiannual period:	July 1 to December 31

The data must be submitted to the Standing Offer Authority no later than **30 calendar days** after the end of the reporting period.

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

7.3.2.2 Reporting requirements

The offerors must provide their reports in accordance with the Standard Report below:

**Regional Individual Standing Offer (RISO)
39903-210310/00_/MTA, for molded earplugs**

Offeror : _____

Reporting period : from _____ to _____

Region	Office name	Number of Call-ups	Amount in dollar
			\$
			\$
			\$
			\$
Total amount :			\$

Signature : _____ Date (YYYY-MM-DD) : _____

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer *(to be completed at the time of issue of the RISO)*

The period for making call-ups against the Standing Offer is from Standing Offer start date to 2 years after.

7.4.2 Extension of Standing Offer *(to be completed at the time of issue of the RISO)*

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, from _____ to _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **90 days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Corine Lavoie
Procurement Agent
Public Works and Government Services Canada
Acquisitions Branch
800, rue de la Gauchetière West, Suite 7300
Montréal, Québec H5A 1L6

Téléphone : (514) 207-4777

Courriel : corine.lavoie@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority (to be completed by Canada at the award)

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative (to be completed by the bidder)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

7.6 Identified Users

Canadian Food Inspection Agency (CFIA), various locations in the province of Quebec (refer to Annex C for delivery addresses).

7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Applicable Taxes included).

7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes excluded) *(will be indicated at contract award)* unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.10 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005** (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2029** (2020-05-28), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract;
- e) Annex A, Requirement;
- f) Annex B, Basis of payment;
- g) Annex C, Delivery addresses – Various locations CFIA;
- h) the Offeror's offer dated _____ *(insert date of offer)*, *(if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable)*.

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12 Applicable Laws *(to be completed by the bidder)*

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ *(insert the name of the province or territory as specified by the Offeror in its offer, if applicable)*.

7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2029 (2020-05-28), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2020-05-28), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B. 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.

7.4.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17)) Limitation of Price

7.4.3 Electronic Payment of Invoices – Call-up

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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.5 Invoicing Instructions

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

2. Invoices must be distributed as follows:

a. An (1) electronic invoice must be issued for each workplace (specifying the name of the employee who received the service) and sent to the individual designated by the CFIA for each workplace. The person designated for each site will be confirmed when the standing offer is issued.

7.6 Insurance

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

7.7 Dispute Resolution

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

7.8 SACC Manual clause

[A9068C](#) (2010-01-11), Government Site Regulations
[B7500C](#) (2006-06-16), Excess Goods
[A2000C](#) (2006/06/16), Foreign Nationals (Canadian Contractor)
[A2001C](#) (2006/06/16), Foreign Nationals (Foreign Contractor)
[C2000C](#) (2007/11/30), Taxes - Foreign-based Contractor

ANNEX "A"

REQUIREMENT

1.0 Description

The Contractor will provide custom molded earplugs for employees as and when requested by the designated requesters for one or more of the following Quebec Regions:

- 1- Eastern Quebec
- 2- Greater Montreal
- 3- Saguenay Lac Saint-Jean
- 4- Rouyn
- 5- Saint-Jean to Saint-Hyacinthe
- 6- Central Quebec to Estrie
- 7- Joliette to Trois-Rivières
- 8- National Capital to Chaudière-Appalaches

The goods and services must include, but not be limited to, the earplugs themselves as well as their molding and adjustment, as required.

2.0 Technical Specifications

The molded earplugs must be:

- 2.1 In compliance with CSA Z94-2-02
- 2.2 Comfortable, i.e., to the satisfaction of the employee
- 2.3 Easy to use, i.e., easy to put in and take out
- 2.4 Easy to clean and disinfect;
- 2.5 Effective, i.e., have a noise reduction rating (NRR) of 25 and the ability to reduce ambient noise to a level between 60 dBA and approximately 75 dBA while also allowing alarm signals to be heard.
- 2.6 Safe, be able to be attached to prevent the risk of debris in the food chain and to limit losses
- 2.7 Waterproof, can be used in wet conditions
- 2.8 Be covered by a guarantee of at least one year for:
 - 2.8.1 Manufacturing defects
 - 2.8.2 Damage, except that resulting from improper use
 - 2.8.3 Decreased hearing protection
- 2.9 Be covered by a guarantee of at least 90 days for:
 - 2.9.1 Adjustments/comfort

3.0 General Service Standards

3.1 The Supplier must be able to travel to the various workplaces (see Annex B) to take impressions and make adjustments to the earplugs.

3.2 The Supplier can also provide the services in the Supplier's own facilities, but the services must be available to our employees outside of their work hours (at a minimum, from 8:00 a.m. to 4:30 p.m.).

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

3.3 Equipment failure: In the event of equipment failure, the goods will be sent by courier/mail directly to the supplier. The supplier will perform an assessment and send the repair estimate to the individual designated by the CFIA. The Supplier will proceed with the repair only once the Supplier receives written authorization to do so. Once the item is repaired, it will be returned to the employee.

3.4 Response time: Throughout the duration of the Standing Offer, the Contractor must respond to calls, faxes or emails received from the designated requester within 48 business hours.

3.5 Representative: The Contractor will be required to assign a specific person to administer the CFIA account. This person will be the contact for all CFIA staff. Responsibilities will include responding to complaints and questions, as well as urgent requests.

3.6 Oral and written expression: Since the employee positions in the slaughter facilities have a French language profile, the Contractor must comply with the workplace language profile and speak in French.

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

REGION 1 : Estern Québec (From Rivière-du-Loupto Cap-aux-Meules)

Include in the unit prices all pick-up/delivery charges.

Workplace	Name	Address	Qty (estimate) Year 1	Unit Price	Qty (estimate) Year 2	Unit Price	Qty (estimate) Optional Year	Unit Price	TOTAL (Year 1, 2, and option)
012	Les Viandes du Breton Inc.	150 Ch. des Raymond Rivière-du-Loup QC G5R 5X8	13		2		10		
484	Aliments Asta Inc.	767 Rte 289 Saint-Alexandre QC G0L 2G0	12		2		9		
SA Rimouski	Bureau de Santé des animaux	180 Av. Cathédrale, pièce 250 Rimouski QC G5L 5H9	1		2		1		
Cap aux Meules	Équipe Poisson	235 Chemin principal, BUREAU 113 Cap-aux-Meules QC G4T 5H9	1		2		1		
498 Côte-Nord / Matane	Les cuisines Gaspésienn es de Matane Ltée	85 Rue du Port Matane, QC G4W 3M6	1		2		1		
TOTAL									

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

REGION 2 : Greater Montreal (Montreal, Laval, North Shore, Upper St. Lawrence)

Include in the unit prices all pick-up/delivery charges.

Workplace	Name	Address	Qty (estimate) Year 1	Unit Price	Qty (estimate) Year 2	Unit Price	Qty (estimate) Optional Year	Unit Price	TOTAL (Year 1, 2, and option)
037	Hudson Valley Farms	228 Principale St-Louis-de-Gonzague QC J0S 1T0	3		1		2		
098	Abattoir CBCO alliance	1000 Montée Pilon, Les Cèdres, Qc, J7T 1G2	4		1		2		
129	Olymel S.E.C.	125 rue St-Isidore St-Esprit QC J0K 2L0	29		10		20		
274	9020-2516 Québec inc. Marvid Poultry Canada	5671 Boul. Industriel Montréal Nord QC H1G 3Z9	5		1		3		
431	Les Viandes Valleyfield inc.	414 Route 201 Ouest St-Stanislas-de-Kostka QC J0S 1W0	9		1		7		
466	Abattoir Jacques Forget	2215 Ch. Comtois - RR 3 Terrebonne QC J6X 4H4	6		2		4		
SA Mirabel	Bureau de Santé des animaux	17660 Charles, Bureau 500 Mirabel QC J7J 0C3	1		1		1		
Bureau régional de Montréal		2001 Robert-Bourassa, #671 Montréal QC H3A 3N2	1		32		1		
TOTAL									

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

REGION 3 : Saguenay Lac Saint-Jean

Include in the unit prices all pick-up/delivery charges.

Workplace	Name	Address	Qty (estimate) Year 1	Unit Price	Qty (estimate) Year 2	Unit Price	Qty (estimate) Optional Year	Unit Price	TOTAL (Year 1, 2, and option)
SA Chicoutimi	Bureau de santé des animaux	100 rue Lafontaine Pièce 133 Chicoutimi QC G7H 6X2	1		3		1		
TOTAL									

REGION 4 : Rouyn

Include in the unit prices all pick-up/delivery charges.

Workplace	Name	Address	Qty (estimate) Year 1	Unit Price	Qty (estimate) Year 2	Unit Price	Qty (estimate) Optional Year	Unit Price	TOTAL (Year 1, 2, and option)
SA Rouyn- Noranda	District de l'Abitibi- Témiscamin gue	151 Avenue du Lac Pièce 117 Rouyn-Noranda QC J9X 4N6	1		1		1		
TOTAL									

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

REGION 5 : Saint-Jean to Saint-Hyacinthe

Include in the unit prices all pick-up/delivery charges.

Workplace	Name	Address	Qty (estimate) Year 1	Unit Price	Qty (estimate) Year 2	Unit Price	Qty (estimate) Optional Year	Unit Price	TOTAL (Year 1, 2, and option)
010	OLYM S.E.C.	168, Rue Lague, Ange-Gardien, QC, J0E 1E0	18		2		14		
039	Unidindon inc.	3380 Principale St-Jean-Baptiste QC J0L 2B0	7		1		5		
039G	Olymel S.E.C.	249 Principale St-Damase QC J0H 1J0	20		1		15		
088	Exceldor Coopérative	125 Ste-Anne St-Damase QC J0H 1J0	16		1		12		
840	Abattoir Ducharme inc.	110-A Authier St-Alphonse-de-Granby QC J0E 2A0	3		1		2		
SA Lacolle	Bureau de Santé des animaux	Édifice ACIA 503 Autoroute 15 St-Bernard-de-Lacolle QC J0J 1V0	1		1		1		
Bureau régional de St- Hyacinthe		3225 Av. Cusson, Suite 4500 St-Hyacinthe QC J2S 0H7	1		23		1		
TOTAL									

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

REGION 6 : Central Quebec to Estrie (Drummondville to Sherbrooke)
Include in the unit prices all pick-up/delivery charges.

Workplace	Name	Address	Qty (estimate) Year 1	Unit Price	Qty (estimate) Year 2	Unit Price	Qty (estimate) Optional Year	Unit Price	TOTAL (Year 1, 2, and option)
009	L.G. Hébert et Fils Ltée	428 Hébert Ste-Hélène-de-Bagot QC J0H 1M0	12		1		9		
076	Viande Richelieu inc.	595 Royale Massueville QC J0G 1K0	6		1		5		
116	Les Aliments Maple Leaf inc.	500 Labonté Drummondville Qc J2C 6X9	6		1		4		
147C	Olymel S.E.C. (Aliments Prince)	155 St-Jean-Baptiste Nord Princeville QC G6L 5C9	10		1		8		
454	Abattoir St- Germain inc.	195 Messier St-Germain-de- Grantham Qc J0C 1K0	7		1		5		
524	9369-5989 Québec inc. Viandes Giroux inc.	250, rue George Pinard East-Angus, Qc J0B 1R0	3		1		2		
634	Ferme des Voltigeurs inc.	2350 Boul. Foucault Drummondville QC J2E 0E8	5		1		4		
714	Canards Du Lac Brome Ltée	500 Boul. Industriel Asbestos QC J1T 0A2	5		2		2		
SA Victoriavill e	Bureau de Santé des animaux	184 Boul. Bois-Francs Nord Victoriaville QC G6P 9C3	1		1		1		
SA Sherbrook e	Bureau de Santé des animaux	50 Place de la Cité Entrée King Ouest, Pièce 228 Sherbrooke Qc J1H 4G9	1		1		1		
TOTAL									

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

REGION 7 : Joliette to Trois-Rivières

Include in the unit prices all pick-up/delivery charges.

Workplace	Name	Address	Qty (estimate) Year 1	Unit Price	Qty (estimate) Year 2	Unit Price	Qty (estimate) Optional Year	Unit Price	TOTAL (Year 1, 2, and option)
039D	Olymel S.E.C.	580 Laferrière Berthierville Qc J0K 1A0	15		1		11		
080	A. Trahan Transformati on inc. Olymel S.E.C.	860 Chemin Des Acadiens Yamachiche Qc G0X 3L0	25		1		18		
089	Volaille Giannone inc.	2320 Principale St-Cuthbert Qc J0K 2C0	6		1		4		
TOTAL									

REGION 8 : National Capital to Chaudière-Appalaches

Include in the unit prices all pick-up/delivery charges.

Workplace	Name	Address	Qty (estimate) Year 1	Unit Price	Qty (estimate) Year 2	Unit Price	Qty (estimate) Optional Year	Unit Price	TOTAL (Year 1, 2, and option)
022	Abattoir Agri-Bio Inc.	999 Industrielle Saint-Agapit QC G0S 1Z0	5		1		2		
147	Olymel S.E.C.	568 Ch. de l'Écore Sud Vallée-Jonction QC G0S 3J0	36		1		27		
311	Exceldor Coopérative	1000 Rte Bégin St-Anselme QC G0R 2N0	13		1		10		
SA Québec	Bureau régional de Québec	2954 Boul. Laurier, Bureau 100 Québec Qc G1V 5C7	1		4		1		
TOTAL									

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS
ELECTRONIC PAYMENT INSTRUMENTS

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

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

Solicitation No. - N° de l'invitation
39903-210310//A
Client Ref. No. - N° de réf. du client
39903-210310

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43148

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

ANNEX « D »

COMPLETE LIST OF COMPANY BOARD OF DIRECTORS

NOTE TO BIDDERS

WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

PBN (PROCUREMENT BUSINESS NUMBER): _____