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PART 1 - GENERAL INFORMATION

1. Introduction

This Request for Standing Offer is a Standing Proposal. It is a description of goods, along with specific terms, clauses and conditions, valid for a fixed period of time. The duration is fragmented into several periods, according to a predetermined Closing Calendar. Following receipt of the offers, for each period, a Standing Offer and Call-up Authority may be issued to the supplier having submitted the best offer.

The Request for Standing Offers (RFSO) is divided into six parts plus 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, 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:

Annex A: Requirement

Annex B: Working Document

2. Summary

DESCRIPTION:

This Regional Individual Standing Offer (RISO) request involves the provision, on an as and when ordered basis, of **Fresh fruits and vegetables**.

IDENTIFIED USER:

Department of National Defence, 3 Wing Bagotville, Bagotville, province of Quebec.

PERIOD OF STANDING PROPOSAL:

From March 29, 2012 to March 27, 2013, divided into twenty-six (26) two-(2-) week periods.

Note: Offers will have to be submitted for each period, as per the schedule in Annex "B".

DELIVERY:

DELIVERY DND-BAG	
Delivery addresses	Delivery hours and specifications
Department of National Defence <u>3 Wing Bagotville</u> Building 87 Alouette (Québec) GOV 1A0	From Monday to Friday, between 7:30 AM and 11:30 AM and between 1:00 PM and 1:30 PM
Department of National Defence <u>3 Wing Bagotville</u> Building 55 Alouette (Québec) GOV 1A0	From Monday to Friday, between 7:30 AM and 11:30 AM and between 1:00 PM and 1:30 PM <i>Only in June, July and August.</i>

Delay:

The National Defence representative will place the orders at least forty-eight (48) hours before delivery date.

Emergency services:

At all times during the period of the Standing Offer, when “Urgent” requests are made, the offerer (s) will commit to supplying the goods within twenty-four (24) hours following receipt of an order.

SPECIAL INSTRUCTIONS:**Back Order:**

No substitute product will be accepted without prior authorization of the National Defence representative.

QUANTITIES:

The estimated quantities for each of the required items can be found in Annex B - Working Document - List of products.

APPROXIMATE SCOPE OF THE STANDING PROPOSAL:

The approximate scope of the Standing Proposal is \$50,000.00 for the period from March 29, 2012 to March 27, 2013 inclusive.

TRADE AGREEMENTS:

“The requirement is subject to a preference for Canadian goods and/or services”.

3. Debriefings

After issuance of a standing offer, 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.

PART 2 - OFFEROR INSTRUCTIONS

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011/05/16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 12.1. (a) and (b) of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

1. Canada may reject an offer where any of the following circumstances is present:
 - (a) the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;
 - (b) an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer for the requirement, or the portion of the requirement the employee or subcontractor is to perform;

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on the Schedule of Tender Closing Dates included in the Working Document (Annex B).

You must submit your offer (*by mail or facsimile*) prior to the closing time and date:

By mail, at the following address:

PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA
Supply Directorate

1550, D'Estimauville Avenue
Québec (Québec)
G1J 0C7

By facsimile, at the following number: (418) 648-2209

Once your offer has been completed and transmitted by mail or facsimile, a copy of the Working Document (Excel file) has to be sent, by e-mail, to the following address:

queas@pwgsc-tpsgc.gc.ca

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than three (3) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Financial Offer (one (1) hard copy and one (1) soft copy by email)

Section II: Certifications (one (1) hard copy)

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

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

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

Section I: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Working Document - List of products.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

It is requested that offerers send one (1) hard copy by mail or facsimile and one (1) soft copy, Excel file, by e-mail at the following address: queas@pwgsc-tpsgc.gc.ca

Annex B - Working Document (Excel File)

This document includes the Schedule of Tender Closing Dates as well as Closing Pages and List of products for each period.

The Schedule of Tender Closing Dates specifies the Closing Dates for each period. It is important to use the appropriate Closing page, matching the period for which the offer applies.

The offerers will complete the List of products using the Excel file and make sure that it has been properly filled out and contains all required informations.

That list, once printed, will be sent, by facsimile or mail, with the other required documents, before being transmitted to the above mentioned e-mail address.

Clauses and Conditions Document (PDF Format)

The offerors will make sure to return any pages that require informations and/or signatures, as well as any other requested documents. These pages shall accompany every offer.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Solicitation No. - N° de l'invitation

W0138-110303/A

Client Ref. No. - N° de réf. du client

W0138-110303

Amd. No. - N° de la modif.

File No. - N° du dossier

QCR-1-34897

Buyer ID - Id de l'acheteur

qcr103

CCC No./N° CCC - FMS No/ N° VME

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Financial Evaluation

Offers will be evaluated on the **aggregate price** of all items, in accordance with estimated quantities.

1.1.1 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

1. The price of the offer will be evaluated as follows:
 - (a) Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
 - (b) foreign-based offerors must submit firm prices, Canadian customs duties, and excise taxes, and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
3. For the purpose of the request for standing offers, offerors with an address in Canada are considered Canadian-based offerors and offerors with an address outside of Canada are considered foreign-based offerors.

2. Basis of Selection

2.1 Basis of Selection

Basis of Selection - Multiple Items

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

Respect of the client's acceptable brands and formats will be taken into consideration in the evaluation.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

Offerors must submit the certifications as provided below:

1.1 Certifications Precedent to Issuance of Standing Offer

The certifications listed below should be completed and submitted with the offer but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

1.1.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.2 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

1.3 SACC Manual clause

A3050T (2010/01/11) Canadian Content Definition

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A", Requirement and Annex "B", List of products.

2. 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for placing call-ups against the Standing Offer shall be ***within the period identified in any resulting "Standing Offer and Call-up Authority" Document, as detailed in Annex B.***

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Caroline Fournier
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
1550, D'Estimauville Avenue
Québec (Québec)
G1J 0C7

Telephone: (418) 649-2826

Facsimile: (418) 648-2209

E-mail address: caroline.fournier@pwgsc-tpsgc.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.

4.2 Offeror Contacts

Name and telephone number of the person responsible for :

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : Department of National Defence, 3 Wing Bagotville.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, "Call-up against a Standing Offer" or electronic document.

7. Limitation of Call-ups

Individual call-ups against any Standing Offer resulting from this Request shall not exceed **25%** of the estimated Standing Offer total amount or **\$40,000.00**, the lowest amount being retained.

(The amount will be determined at the awarding of each Standing Offer).

8. Financial Limitation

The total cost to Canada resulting from all Standing Offers resulting from this Request for Standing Offer, **shall not exceed the sum of \$50,000.00** (excluding GST), unless otherwise authorized in writing by the Contracting Authority.

The amount of each of the subsequent Standing Offers will be determined at the time of issue for each of the periods mentioned in the Schedule of Tender Closing Dates.

9. 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 (2011-05-16), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2010A (2011-05-16), General Conditions - Goods (Medium Complexity)
- (e) Annex "A" - Requirement;
- (f) Annex "B" - Working Document - List of products;
- (g) the Offeror's offer dated _____.

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

10.2 SACC Manual Clause

M3060C (2008-05-12) Canadian Content Certification

11. 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 Quebec.

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.

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2011-05-16) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts of 2010A (2011-05-16) General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards at point of sale.

3. Term of Contract

3.1 Delivery Date

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

3.2 Delivery of Fresh Chilled or Frozen Products

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18° C or lower, and fresh chilled products between 4° C and 1° C until delivery. All fresh chilled or frozen products must be delivered in refrigerated vehicles and show no evidence of deterioration. Frozen products must not have been frozen for longer than 90 days since the date of processing in the fresh state.

3.3 Liability for defective products:

If broken or damaged goods are received from a contractor, their subsequent reshipment to the Crown will be at the contractor's own expense.

If it is determined following acceptance and during use that the product does not meet the purchase description, standard or specification referred to, the contractor will be required to accept return of the balance of the defective products at his own expense and will be required to

rebate a percentage of the price of the products used, based on the extent of the defect. As well, recourse as provided in PWGSC General Terms and Conditions may be initiated by the Crown.

3.4 Unavailable Items:

Upon receipt of a call-up the contractor engages in supplying all items described within at the prices indicated. If the items requested cannot be supplied, the supplier must obtain it from another source respecting the price and delivery deadlines, along with all other terms and conditions of the Standing Offer.

If an item is not provided in accordance with the Standing Offer, Department of National Defence authorities shall procure the item from another contractor and the additional costs incurred shall be deducted from the contractor's invoice with proof.

The additional incurred costs represent the difference between the price paid from a third party and the price indicated within the said Standing Offer.

4. Payment

4.1 Basis of Payment

For the mentioned period of the Standing Offer, you will be paid on the basis of firm unit prices, as listed in Annex B - List of products.

4.2 Single Payment

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

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

4.3 SACC Manual Clauses

C2000C (2007/11/30), Taxes - Foreign Suppliers

5. Invoicing Instructions

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. Insurance

SACC Manual clause G1005C (2008/05/12) Insurance

7. SACC Manual Clauses

A9006C (2008/05/12), Defence Contract

B7500C (2008/05/12), Excess Goods

ANNEX A**REQUIREMENT****DESCRIPTION:**

This Regional Individual Standing Offer (RISO) involves the provision, on an as and when ordered basis, of **Fresh fruits and vegetables**.

IDENTIFIED USER:

Department of National Defence, 3 Wing Bagotville, Bagotville, province of Quebec.

DELIVERY:

DELIVERY DND-BAG	
Delivery addresses	Delivery hours and specifications
Department of National Defence <u>3 Wing Bagotville</u> Building 87 Alouette (Québec) G0V 1A0	From Monday to Friday, between 7:30 AM and 11:30 AM and between 1:00 PM and 1:30 PM
Department of National Defence <u>3 Wing Bagotville</u> Building 55 Alouette (Québec) G0V 1A0	From Monday to Friday, between 7:30 AM and 11:30 AM and between 1:00 PM and 1:30 PM <i>Only in June, July and August.</i>

Delay:

The National Defence representative will place the orders at least forty-eight (48) hours before delivery date.

Solicitation No. - N° de l'invitation

W0138-110303/A

Client Ref. No. - N° de réf. du client

W0138-110303

Amd. No. - N° de la modif.

File No. - N° du dossier

QCR-1-34897

Buyer ID - Id de l'acheteur

qcr103

CCC No./N° CCC - FMS No/ N° VME

Emergency services:

At all times during the period of the Standing Offer, when “Urgent” requests are made, the offerer (s) will commit to supplying the goods within twenty-four (24) hours following receipt of an order.

SPECIAL INSTRUCTIONS:

Back Order:

No substitute product will be accepted without prior authorization of the National Defence representative.

QUANTITIES:

The estimated quantities for each of the required items can be found in Annex B - Working Document - List of products.

ANNEX B

WORKING DOCUMENT (Enclosed)