

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**Place Bonaventure
South-East Portal, Suite 7300
800 de la Gauchetière Street West
Montreal
Montreal
Quebec
H5A 1L6**

**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
Food Supply, Montreal/Alimentation, Montréal
Place Bonaventure,
South-East Portal
Suite 7300
800 de la Gauchetière Street Westq
Montreal
Montreal
Quebec
H5A 1L6

Title - Sujet RISO: DND-VAL Frozen juices	
Solicitation No. - N° de l'invitation W0106-13R187/A	Date 2014-05-13
Client Reference No. - N° de référence du client W0106-13-R187	GETS Ref. No. - N° de réf. de SEAG PW-\$MTR-106-12740
File No. - N° de dossier MTR-3-36217 (106)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-05-29	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Paradis, Mary	Buyer Id - Id de l'acheteur mtr106
Telephone No. - N° de téléphone (514)496-3874 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE Selon commandes subséquentes (MDN) Garnison Valcartier G0A4Z0 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

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	RISO: DND-VAL Frozen juices The Department of National Defence - Valcartier Garrison Rations depot - 5e Batillon des Service du Canada • This request is for the renewal of the Regional Individual Standing offer for the purchase of Frozen juices. The products are required for the Valcartier Garrison. • Period of the Standing offer: From June 01, 2014 until May 31, 2017.	W0106	W0106	1	Chaque	\$	XXXXXXXXXXXX			

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- (i) Part I - General Information;
- (ii) Part 2 - Offeror Instructions;
- (iii) Part 3 - Offer Preparation Instructions;
- (iv) Part 4 - Evaluation Procedures and Basis of Selection;
- (v) Part 5 - Certifications, and
- (vi) Part 6:

6A, Standing Offer, and
6B, Resulting Contract Clauses; and,

the Annexes.

- Part 1: provides a general description of the requirement;
- Part 2: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;
- Part 5: includes the certifications to be provided;
- Part 6A: includes the Standing Offer containing the offer from the Offerer and the applicable clauses and conditions;
- Part 6B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

Solicitation No. - N° de l'invitation

W0106-13R187/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MTR-3-36217

Buyer ID - Id de l'acheteur

mtr106

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

W0106-13-R187

CCC No./N° CCC - FMS No/ N° VME

The Annexes include the

Annex A: Requirement

Annex B: Working Document (Annexed)

2. Summary

DESCRIPTION:

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

NOTE:

The required equipment will have to be provided by the supplier who obtains the Standing Offer.

Offerers should make a visit to the various sites before Closing date, to evaluate and understand the client's needs and restrictions regarding the required equipment.

To make an appointment, please contact:

Sgt Richard Croteau
Phone no. (418) 844-5000 ext. 4227

IDENTIFIED USER:

Department of National Defence, various sites of the Valcartier Garrison, province of Quebec.

PERIOD OF STANDING OFFER:

From June 01, 2014 until May 31, 2017 inclusive.

DELIVERY:

NOTE:

Delivery days and hours must be respected. If an offeror can not meet this requirement, he will have to clearly specify his delivery possibilities on his offer. The client will then determine if the proposed days and hours can be acceptable. If not, the offer will not be considered.

DELIVERY DND-VAL (VARIOUS SITES)	
Delivery addresses	Delivery hours and specifications
<i>Department of National Defence Valcartier Garrison Courcelette (Québec) G0A 4Z0</i>	

DELIVERY DND-VAL (VARIOUS SITES)	
Delivery addresses	Delivery hours and specifications
Kitchens 505, 510, 511	From Monday to Friday, between 7:00 AM and 11:00 AM. or according to the instructions on the call-up document.
Camp Vimy	From Monday to Friday, between 7:00 AM and 11:00 AM. or according to the instructions on the call-up document. <u>IMPORTANT:</u> During the months of May, June, July and August, quantities could double.
<i>Department of National Defence Valcartier Garrison (Old Quebec)</i>	
Citadelle of Québec C-14 and C-18	From Monday to Friday, between 7:00 AM and 11:00 AM. or according to the instructions on the call-up document. <u>IMPORTANT:</u> Due to the dimensions of the entrance to the Citadelle in Old Quebec, the supplier will have to verify that his delivery trucks can access the site. <i>This is a mandatory requirement.</i> From June to Labor Day, no deliveries can be made to the Citadelle site between 9:30 and 11:00 a.m.
Pointe-à-Carcy's Naval Reserve	From Monday to Friday, between 7:30 AM and 11:00 AM. or according to the instructions on the call-up document.

Delivery delay:

Delivery will be made within forty-eight (48) hours following an authorized order.

Back Orders:

For all back order items, the supplier will contact the person whose name will appear on the order form, in order to make arrangements.

Packaging:

The supplier will deliver the goods **packed by order**, to facilitate dispatch to each consignee.

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 OFFER:

The approximate scope of the Standing Offer is \$150,000.00 for the period from June 1, 2014 to May 31, 2017 inclusive.

TRADE AGREEMENTS:

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

3. Communications Notification

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

4. 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/pbu/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).

2006 (2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

NOTE: The written confirmation specified in the Standard Instructions - Request for Standing Offers - Goods or Services, 2006, article 07, point 3, will not be requested.

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 page 1 of the Request for Standing Offers.

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
800 rue de la Gauchetière ouest, Local 7300
Montreal, Quebec H5A 1L6

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

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:

QueAlimentationSoumissionsMtl.QueFoodSupplyTendersMtl@pwgsc-tpsgc.gc.ca

3. Enquiries - RFSO

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 Quebec.

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 request 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 fiber 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, on the basis of firm unit prices.

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

It is requested that offerors send one (1) hard copy by facsimile and one (1) soft copy, Excel file, by email at the following address:

QueAlimentationSoumissionsMtl.QueFoodSupplyTendersMtl@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 offerors 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 request 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.

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.
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

1.1. Financial Evaluation

Offers will be evaluated on the **unit or aggregate price**, as applicable, 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. Unless the Request for Standing offers (RFSO) specifically requires offerst to be submitted in Canadian currency, offers 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 RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
 3. 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.
 4. 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.

Instructions to foreign bidder

1. Bid documents and supporting information may be submitted in either English or French.
2. If the bid price is quoted in foreign currency, FOB plant for goods and excluding Canadian Customs duties and Excise taxes, the offerer must provide to the Minister with his offer the following information for evaluation purposes:
 - an estimate of applicable Canadian Customs duties
 - an estimate of applicable Canadian Excise taxes
 - an estimate of transportation expenses to destination, with title and risk to pass at destination upon acceptance.
3. The contract term "Employment Equity", if and when included in this document, apply to Canadian-based offerors only.

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 Required Precedent to Issuance of a Standing Offer

1. Integrity provisions - Associated Information

By submitting an offer, the offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity provisions - Offer of Standard Instructions 2006. The associated information required within the integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

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.

1.3 Certifications Required with the Offer

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

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*.

1.4 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 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card. The Offeror shall provide for every six- (6-) month period, reports on use of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted on the appropriate document, which will be provided to the Offeror by the Standing Offer Authority, and forwarded no later than fifteen (15) days after the designated reporting period.

Reports have to be sent to the following address:
QueAlimentationRapportsMtl.QueFoodSupplyReportsMtl@pwgsc-tpsgc.gc.ca

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

Instructions for Submitting Data on Standing Offer usage:

Please make sure the report contains the following information:

- The Standing Offer number for which the data are submitted;
- The period for which the data have been accumulated (start date to end date);
- The total amount spent to date, by government department;
- The number of each item delivered for the period.

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from June 01, 2014 until May 31, 2017 inclusive.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Mary Paradis
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
800 rue de la Gauchetière ouest, Local 7300
Montreal, Quebec H5A 1L6

Telephone: (514) 496-3874

Facsimile: (514) 496-3822

E-mail address: mary.paradis@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, Valcartier Garrison.

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 the Standing Offer must 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 call-ups against the Standing Offer must not exceed the sum of \$150,000.00 (Goods and Services Tax or Harmonized Sales Tax excluded) 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 two (2) 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.

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 (2014-03-01), General Conditions - Standing Offers - Goods or Services;
- (d) Annex "A" - Requirement;
- (e) Annex "B" - Working Document - List of products;
- (f) 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 (2014-03-01) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 15, Interest on Overdue Accounts of 2010A (2014-03-01) General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards at point of sale.

2.2 SACC Manual Clause

A9006C (2008-05-12) Defence Contract

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 supplier, their subsequent reshipment to the Crown will be at the supplier'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 supplier 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 supplier and the additional costs incurred shall be deducted from the supplier'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 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor

5. Invoicing Instructions

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The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions.

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

This Regional Individual Standing Offer (RISO) involves the provision, on an as and when ordered basis, of **Frozen juice, with the required equipment.**

IDENTIFIED USER:

Department of National Defence, various sites of the Valcartier Garrison, province of Quebec.

DELIVERY:**NOTE:**

Delivery days and hours must be respected. If an offeror can not meet this requirement, he will have to clearly specify his delivery possibilities on his offer. The client will then determine if the proposed days and hours can be acceptable. If not, the offer will not be considered.

DELIVERY DND-VAL (VARIOUS SITES)	
Delivery addresses	Delivery hours and specifications
<i>Department of National Defence Valcartier Garrison Courcellette (Québec) G0A 4Z0</i>	
Kitchens 505, 510, 511	From Monday to Friday, between 7:00 AM and 11:00 AM. or according to the instructions on the call-up document.
Camp Vimy	From Monday to Friday, between 7:00 AM and 11:00 AM. or according to the instructions on the call-up document. <u>IMPORTANT:</u> During the months of May, June, July and August, quantities could double.
<i>Department of National Defence Valcartier Garrison (Old Quebec)</i>	

DELIVERY DND-VAL (VARIOUS SITES)	
Delivery addresses	Delivery hours and specifications
Citadelle of Québec C-14 and C-18	<p>From Monday to Friday, between 7:00 AM and 11:00 AM. or according to the instructions on the call-up document.</p> <p><u>IMPORTANT:</u> Due to the dimensions of the entrance to the Citadelle in Old Quebec, the supplier will have to verify that his delivery trucks can access the site. <i>This is a mandatory requirement.</i></p> <p>From June to Labor Day, no deliveries can be made to the Citadelle site between 9:30 and 11:00 a.m.</p>
Pointe-à-Carcy's Naval Reserve	From Monday to Friday, between 7:30 AM and 11:00 AM. or according to the instructions on the call-up document.

Delivery delay:

Delivery will be made within forty-eight (48) hours following an authorized order.

Back Orders:

For all back order items, the supplier will contact the person whose name will appear on the order form, in order to make arrangements.

Packaging:

The supplier will deliver the goods **packed by order**, to facilitate dispatch to each consignee.

QUANTITIES:

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

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ANNEX B
WORKING DOCUMENT (Annexed)