

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

Title - Sujet RISO - Fresh Fruits & Vegetables	
Solicitation No. - N° de l'invitation W0105-15F003/01/A	Date 2015-03-02
Client Reference No. - N° de référence du client W0105-15F003	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-015-4979
File No. - N° de dossier MCT-4-37127 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-18	
Time Zone Fuseau horaire Atlantic Standard Time AST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Drisdelle, Charlotte J.	Buyer Id - Id de l'acheteur mct015
Telephone No. - N° de téléphone (506)851-6948 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSB Gagetown Food Services To Various Kitchens OROMOCTO New Brunswick E2V4J5 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.	

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
NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

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

Solicitation No. - N° de l'invitation

W0105-15F003/01/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-4-37127

Buyer ID - Id de l'acheteur

mct015

CCC No./N° CCC - FMS No/ N° VME

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TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 INTRODUCTION	2
1.2 SUMMARY	2
1.3 DEBRIEFINGS.....	3
PART 2 - OFFEROR INSTRUCTIONS.....	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF OFFERS.....	3
2.3. ENQUIRIES - REQUEST FOR STANDING OFFERS	4
2.4. APPLICABLE LAWS.....	4
PART 3 - OFFER PREPARATION INSTRUCTIONS	4
3.1. OFFER PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	5
4.1 EVALUATION PROCEDURES	5
4.2 BASIS OF SELECTION	6
PART 5 - CERTIFICATIONS.....	6
5.1 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER.....	6
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....	7
A. STANDING OFFER.....	7
6.1 OFFER.....	7
6.2 SECURITY REQUIREMENTS	8
6.3 STANDARD CLAUSES AND CONDITIONS.....	8
6.4 TERM OF STANDING OFFER	8
6.5. AUTHORITIES	9
6.6 IDENTIFIED USERS.....	10
6.7 CALL-UP PROCEDURES.....	10
6.8 CALL-UP INSTRUMENT.....	10
6.9 LIMITATION OF CALL-UPS	10
6.10 FINANCIAL LIMITATION.....	10
6.11 PRIORITY OF DOCUMENTS	11
6.12 CERTIFICATIONS.....	11
6.13 APPLICABLE LAWS.....	11
B. RESULTING CONTRACT CLAUSES.....	12
6.1 REQUIREMENT	12
6.2 STANDARD CLAUSES AND CONDITIONS.....	12
6.3 TERM OF CONTRACT	13
6.4 PAYMENT.....	13
6.5 INVOICING INSTRUCTIONS	13
6.6 SACC MANUAL CLAUSES.....	14
6.7 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION	14

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: 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 - Basis of Payment – List of Products
- Annex C - Complete List of Each Individual who are currently Directors and/or Owners of the Offeror;
- Annex D - Information to Suppliers
- Annex E - Schedule of Tender Closing Dates and Pages 1 of each Tender closing date

1.2 Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Fresh Fruits & Vegetables** to Department of National Defence, 3 ASG Food Services at the 5th Canadian Division Support Base Gagetown located in Oromocto, New Brunswick on an as and when requested basis for the period from **01 April, 2015 to 31 March, 2016** inclusive, **divided into twelve (12) rebid periods.**

NOTE: Offers must be submitted for each period as per the schedule in Annex "E". Offerors may bid on any period of their choice.

The Standing Offer Periods will be monthly for each individual month

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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

1.3 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.

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 \(2014/09/25\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25

2.2 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.

Due to the nature of the Request for Standing Offers, transmission of offers by electronic mail to PWGSC will not be accepted.

NOTE: Page 1 of each Request for Standing Offers, as per the Schedule of Tender Closing Dates, are included in Annex "E" with each individual closing dates. **Only the page 1 for the current closing date should be submitted.**

2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **five (5) 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 **New Brunswick**.

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

3.1. Offer Preparation Instructions

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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, Basis of Payment**. The total amount of Applicable Taxes must be shown separately.

3.1.1 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.

Section III: Certifications

Offerors must submit the certifications 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.
- (c) The evaluation team will determine first if there are two 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 two 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.

Prices - Items

Offeror must submit firm prices for all items listed at Annex B.

4.1.2 Financial Evaluation

4.1.2.1

SACC Reference	Section	Date
M0220T	Evaluation of Price	2013/04/25

4.2 Basis of Selection

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 on an aggregate basis will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to Issuance of a 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 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.

5.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Canadian Content Certification

5.1.3.1.1 SACC Manual clause [A3050T](#) (2014/11/27) Canadian Content Definition

5.1.3.1.2 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.

(Derived from - Provenant de: A3063T, 2014/11/27)

PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

6.3 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.

6.3.1 General Conditions

2005 (2014/09/25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases including those paid for by a Government of Canada Acquisition Card.

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

The data must be submitted for the monthly standing offer period to the Standing Offer Authority.

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **01 April, 2015 to 31 March, 2016, divided into twelve (12) rebid periods.**

Solicitation No. - N° de l'invitation
W0105-15F003
Client Ref. No. - N° de réf. du client
W0105-15F003

Amd. No. - N° de la modif.
File No. - N° du dossier
W0105-15F003

Buyer ID - Id de l'acheteur
MCT015
CCC No./N° CCC - FMS No./N° VME

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Charlotte Drisdelle
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch and Compensation Services
1045 Main Street, 3rd Floor
Moncton, New Brunswick
E1C 1H1

Telephone: 506-851-6948
Facsimile: 506-851-6759
E-mail address: charlotte.drisdelle@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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

6.5.3 Offeror's Representative (offeror please complete and submit with the offer)

Placing Orders:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Solicitation No. - N° de l'invitation
W0105-15F003
Client Ref. No. - N° de réf. du client
W0105-15F003

Amd. No. - N° de la modif.
File No. - N° du dossier
W0105-15F003

Buyer ID - Id de l'acheteur
MCT015
CCC No./N° CCC - FMS No./N° VME

General Enquiries:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence
5th Canadian Division Support Gagetown
Food Services
PO Box 17000, Station Forces
Oromocto, New Brunswick
E2V 4J5

6.7 Call-up Procedures

As per Annex A

6.8 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, etc.*) or an electronic version.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (Applicable Taxes included).

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **as indicated at Annex "E"**, (Applicable Taxes included) 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.

6.11 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 (2014/09/25)**, General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010A (2014/11/27)**, General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment – List of Products
- g) Annex C, Complete List of Each Individual who are currently Directors and/or Owners of the Offeror;
- h) Annex D - Information so Suppliers
- i) Annex E - Schedule of Tender Closing Dates and Pages 1 of each Tender closing date
- j) the Offeror's offer dated _____

6.12 Certifications

6.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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.

6.12.2 SACC Manual Clauses

SACC Reference	Section	Date
M3060C	Canadian Content Certification	2008/05/12

6.13 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 **New Brunswick**.

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.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2014/11/27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of **2010A (2014/11/27)** will not apply to payments made by credit cards.

6.2.2 SACC Manual Clauses

6.2.2.1 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 -18o C or lower, and fresh chilled products between 4o C and 1o 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.

(Derived from - Provenant de: D0014C, 30/11/07)

6.2.2.2 Delivery and Unloading

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel
3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

(Derived from - Provenant de: D0018C, 30/11/07)

6.2.2.3 Type of Transport

Delivery must be made in refrigerated transport. The acceptable temperature range is from 1.5° C to 4° C or (35° F to 40° F).

(Derived from - Provenant de: D3004C, 30/11/07)

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in **Annex B the Basis of Payment**. Customs duties are included and Applicable Taxes are extra.

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

6.4.2 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

6.4.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

6.5 Invoicing Instructions

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

Solicitation No. - N° de l'invitation
W0105-15F003
Client Ref. No. - N° de réf. du client
W0105-15F003

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

6.6 SACC Manual Clauses

A9062C	Canadian Forces Site Regulations	2014/06/26
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

6.7 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) **Oromocto, New Brunswick** Incoterms 2000 for shipments from a commercial contractor.

"REQUIREMENT"

Fresh Fruits & Vegetables

***5TH Canadian Division
Support Base Gagetown***

3 AREA SUPPORT GROUP

Static Feeding Requirements

01 April 2015 to 31 March 2016

Divided into twelve (12) rebid periods

FOOD SUPPLY AND DELIVERY TO CAMP GAGETOWN TRAINING AREA

REQUIREMENT

To supply and deliver “**Fresh Fruits & Vegetables**” to specified locations within the Gagetown Training Area.

The offeror **MUST provide a price for EACH item and be able to supply 100% of the items** on the attached «List of Products» in Annex “B”.

The offeror **MUST ensure 100% compliance** to this Annex “A” and the attached «List of Products» at Annex “B”. Any deviations from these Annexes including the products’ «**Unit Size**», «**Product Type**» and «**Packaging**» **MUST be approved** by the Standing Offer Authority at Public Works and Government Services Canada, in writing, **PRIOR to bid closing**. Failure to do so will render your bid non compliant and it will be rejected.

SCOPE OF SERVICES

To provide food commodities at specified times to meet the particulars of the requirement.

The requirement will take the form of a standing offer for all food provisions encompassing the following commodities:

***Fresh Fruits,
Fresh Vegetables, &
Fresh Potatoes***

PRICING

All shipping charges must be included in the quoted prices. If the consignee requests an item, which is not, specified herein, your price is to be in accordance with the lowest prices charged to your most favored customer for like quality and quantity of product on the date of delivery. You hereby certify that the prices charged under this method of supply will be computed in accordance with the same accounting principles applicable to the prices shown herein.

CALL-UP PROCEDURES

All orders may be placed in writing or by telephone. Supplier **MUST** be able to receive all orders by Telephone, Email and Facsimile.

ORDER CONFIRMATION OF AVAILABILITY

Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services representative, at time of ordering or **within 2 hours maximum**; who in turn is the only approving authority for substitutions.

REJECTS AND SHORTFALLS

The supplier agrees, upon notification of rejects or shortage of food products, to replace any and all shorted item **within (24) hours**, (*delivery costs occurred to replace all rejected food items or shortfalls rest fully at the contractor's expense*).

DISCREPANCIES AND SUBSTITUTIONS

Substitutions will not be accepted without the approval of the requesting Food Services representative.

It is a condition that no product, packaging, pack & case size, unit size and price be changed after award of the standing offer UNLESS they have been changed by the distributor. You will therefore have to notify the Standing Offer Authority at PWGSC the change. Changes will only take effect when the Standing Offer Authority has accepted the change, with DND's approval. **Supplier must advise the Standing Offer Authority of any changes to product codes and the person at CFB Gagetown responsible to advise all kitchens.**

This person will be identified at award of the standing offer.

FOOD DELIVERIES

Deliveries must to be made direct to a specified location, and must be between the hours of **0700 hr and 1100 hrs**, Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. The supplier shall bear all risks of loss or damage to the goods until such time as they have been placed at the disposal of requesting unit.

DELIVERY SERVICE LEVELS

All orders will be placed a **minimum of two (2) days** prior to the expected day of delivery, from Monday to Friday.

DND personnel will be able to make MINOR amendments to the original order up until **1400 hrs**, from Monday to Friday.

Deliveries **MUST** be provided as requested.

Deliveries are to be made direct to a specified location as indicated.

All products must be delivered in its original box or case.

Any damaged, stressed, opened, or repackaged products will not be accepted and will be returned to the supplier at the supplier's expense.

If products must be returned due to non-compliance, **COST** to return these products will be the responsibility of the supplier.

Annex “A” – W0105-15F003

The supplier shall bear all risks of loss or damage to the goods until such time as they have been delivered to the requesting unit.

It is recommended that delivery personnel should be covered by Worker’s Compensation (WSIB) or similar program.

If the supplier, which is awarded the standing offer, chooses to contract out the Transportation Part of the standing offer, the supplier will be responsible for the Performance of that contractor.

REQUIREMENTS PERTAINING TO INVOICING

A bill of lading and a computerized purchase invoice in three (3) copies “**One original and two copies**” must be provided to the consignee at the time of each delivery, “**Hand written invoices will not accepted**”

The consignee’s delivery representative will verify with the supplier’s representative that all items shipped have been received using the bill of lading provided by the supplier.

The supplier must only charge for the items delivered and accepted. The supplier is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by consignee’s representative at time of delivery. The supplier agrees to provide the consignee with a detailed credit receipt within (7) working days from delivery for all items that the consignee and supplier agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the supplier provides the Consignee with approved credit receipt. The supplier must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices must contain the following information:

Attn: **Name of Requesting Kitchen**
Kitchens Complete Mailing address
Invoice control number
Delivery Date

INVOICE PAYMENT

The consignee will forward invoices to the requesting Comptroller for payment within (30) days of the food order delivery and receipt of all credit receipts. If payment is not received within a forty-five (45) day period the supplier shall communicate this information as soon as possible to the receiving Units Comptroller.

Annex “A” – W0105-15F003

TYPE OF TRANSPORT

Delivery of chilled, frozen food commodities will be made in climate controlled transport unless the consignee instructs otherwise.

The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, it is important that the environment it presents does not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.

The construction, maintenance, sanitation and refrigeration standards in addition to the handling practices must equate as closely, as is reasonably possible, to the standards required of a well-operated Canadian commercial grocer.

PALLETISING

All food items **MUST** be shipped to the specified delivery point on shrunk or stretch wrapped pallets not higher than 180 CM in height.

Orders **MUST** be separated by individual units/kitchens and clearly identified with the name of the requesting unit/kitchen on at least (2) sides.

Food items **MUST** be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet.

The supplier is responsible for the off loading of all food items

QUALITY ASSURANCE

The «**DND Food Quality Specifications**» will be used as reference for quality control. These specifications can be found on Buy and Sell the Government Electronic Tendering Service (**GETS**) by searching with the following solicitation number.

Fresh Fruits / Fruits frais - E6TOR-13RM20

Fresh Vegetables / Légumes frais - E6TOR-13RM21

All fresh Fruits and Vegetables products must be of recent production. The shelf life or best before date must be clearly indicated on a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering. Items with a best before date of less than **seven (7) days, will not be accepted.**

The supplier **MUST** ensure that products are delivered no later than (72) hours from the time they are loaded onto the transport truck. This will enable the supplier to ensure the products remain at required quality standards and **have a minimum remaining shelf life of seven (7) days upon delivery of CFB Gagetown.**

Annex “A” – W0105-15F003

Final inspection and acceptance of the food product will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.

DND representatives may perform quality assurance inspections at the supplier facilities as required.

Vendor’s Performance:

The vendor’s performance will be monitored by the Food Services Representative or his designated representative.

«Performance Factors» will include, but NOT limited to:

- a. Ability to PROVIDE items and quantities ordered;
- b. Ability to **immediately** COMMUNICATE unavailability of products ordered at time of ordering (or within **2 hours maximum**);
- c. Ability to provide products as per sizes requested at quoted prices;
- d. Ability to deliver within required time frame **AND** the necessary location required at the site;
- e. Ability to provide required quality service and products at all time;

If at any time the performance is NOT satisfactory, documentation will be forwarded to Public Works and Government Services Canada.

Annex “A” – W0105-15F003

High quality product and service as defined in the «***DND Food Quality Specifications***» will be required during the period of this standing offer. Failure to provide the level of **quality of goods and services as defined herein OR non compliance with Annex “B” - the «Foodlist»** more than three (3) times over the period of the standing offer will result in the following:

1. **Initial notice of failure to provide the level of service required, quality products or correct product size etc....**
2. **A second incident will result in a written notification requesting corrective action; and**
3. **For a third incident, the vendor will be advised that their standing offer has been set-aside and no further call-ups will be processed.**

PLEASE SIGN BELOW AS CONFIRMATION THAT YOU AGREE TO ADHERE TO THE ABOVE MENTIONED MANDATORY REQUIREMENTS

(Signature of Authorized Representative)

File No / No de dossier: W0105-15F003 Annex "B" - Basis of Payment
Title / Titre: Fresh Fruits & Vegetables

Vendor Name / Nom du fournisseur:								
Period / Période:								
Item	Estimated Yearly Quantity	Unit of Issue	DESCRIPTION	Unit size, pack & case size required	Confirm unit size, pack & case sizes offered	Product Number	Price	
1	260	case	Apples, Gala	120 - 125 ct No Substitute				per case
2	280	case	Apples, Granny Smith	120 - 125 ct No Substitute				per case
3	280	case	Apples, Red Delicious	120 - 125 ct No Substitute				per case
4	230	case	Apples, Golden Delicious	120 - 125 ct No Substitute				per case
5	230	case	Apples, McIntosh	120 - 125 ct No Substitute				per case
6	635	case	Bananas No. 1 Premium Chiquita, Dole or Equivalent	40 lbs				per case
7	520	case	Broccoli Bunch, 18 count size no substitute	18 ct size No Substitute				per case

8	30	case	Cabbage, Green	22.7 kg / 50 lb					per case
9	485	case	Cantaloupes, 15 to 18 count size only no substitute. Price will be evaluated per case price and not per count (quantity)	15 to 18 count size no substitute					per case
10	280	case	Carrots	10 x 5 lb only no substitute					per case
11	300	case	Calliflower, 12 count size no substitute	12 count - 12 count size					per case
12	300	case	Celery	24 ct / 25 kg					per case
13	400	case	English Cucumbers, Medium 12 count size no substitute	12 ct size only no substitute					per case
14	270	case	Grapes, Green, Seedless, must be MEDIUM size no substitute	18 lb					per case
15	300	case	Grapes, Red, Seedless, must be MEDIUM size no substitute	18 lb					per case
16	500	case	Honeydew Melon, 8 to 9 count size only. Price will be evaluated per case price and not per count.	8 to 9 count size no substitute					per case
17	165	case	Kiwi, must be 36 Volume Filled Size No Substitute	36 VF - 10 kg no substitute					per case

18	70	case	Lemons, Medium, 140 size, no substitute	140 size - 140 count				per case
19	9300	kg	Lettuce, Romaine, 24-30 count size case only no substitute. Price MUST be quoted per KG only. This item must also be invoiced per kg.	24 -30 ct				Must be per per KG only
20	4520	kg	Lettuce, Iceburg, 24-30 count size case only no substitute. Price MUST be quoted per KG only. This item must also be invoiced per kg.	24 - 30 ct				Must be per per KG only
21	1360	case	Mushrooms, Bulk, MUST be #1 quality no substitute	2.27 kg				per case
22	700	case	Onions, Spanish, Bulk no substitute	22.7 kg / 50 lb				per case
23	236	bag	Onions, Red, Bulk no substitute	11.34 kg				per bag
24	90	case	Onions, Green	48 bunch case				per case
25	1017	case	Oranges, 88 count size, No Substitute	88 count size no substitute				per case
26	660	case	Peppers, Green, Large, Fancy No Substitute	11.34 kg / 25 lb				per case
27	330	case	Peppers, Orange, Large, Fancy, Hot House Peppers No Substitute	5 kg				per case

28	330	case	Peppers, Red, Large, Fancy, Hot House Peppers No Substitute	5 kg				per case
29	330	case	Peppers, Yellow, Large, Fancy, Hot House Peppers only No Substitute	5 kg				per case
30	670	case	Potatoes, Chef, Round White, Range from 2-3/4 to 4-1/2 No Substitute	22.7 kg / 50 lb				per case
31	520	case	Potatoes, «Baker» 100 ct size No Substitute	100 ct size no substitute				per case
32	80	case	Radishes	30 x 170g				per case
33	140	case	Spinach	12 x 300g/16 x 240g				per case
34	145	case	Squash Zucchini	9.08 kg / 20 lb				per case
35	920	case	Tomatoes, 6 x 7, Medium no substitute	11.36 kg / 25 lb				per case
36	35	case	Turnip	22.7 kg				per case
37	1198	each	Watermelon, Seedless	12 Lb avg				per each
38	7	case	Cabbage, Red	22.7 kg				per case
39	765	case	Cherry Tomatoes	12 pints/case				per case
40	300	case	Muselin Mix Lettuce	3 Lb				per case

41	15	case	Kale, Flowering, 24 count	24 count				per case
42	600	each	Parsley, Fresh	each bunch				per each
43	750	case	Romaine Lettuce, Pre Washed, Pre Cut & Ready to Eat in Vacuum Pack No Substitute	12 lb case approx 6 x 2 Lb or 8 x 1.5 Lb				per case
44	300	case	Tossed Salad, consisting of Lettuce, Red Cabbage & Shredded Carrot etc..., Pre Washed, Pre Cut & Ready to Eat in Vacuum Pack No Substitute	20 lb case approx 4x5lb / 10x2lb / 8x1.5lb / 8x2.5lb				per case
45	150	case	Pears, 120 count size No Substitute	120 size - 120 ct				per case
46	440	case	Pineapples	8 ct case				per case
47	5	case	Squash Buttercup	40 - 50 Lb				per case
48	1265	flat	Strawberries, 8 to 12 one pound size containers per case (1 pound size containers maximum)	8 to 12 x 1 lb				per flat
49	20	case	Alfalfa Sprouts	12 x 125g (approx)				per case
50	5	case	Grapefruit, Red 56 ct size no substitute	56 ct size no substitute				per case

51	5	case	Limes, 48 to 54 ct size only, no substitute. Price will be evaluated per case price not per count (quantity).	48 to 54 ct size no substitute					Per case
52	20	bag/cs	Potatoes Red, "C" Size No Substitute	1 X 22.7 Kg					per bags
53	15	bag/cs	Potatoes, White "C" Size No Substitute	1 X 22.7 Kg					per bags
54			Miscellaneous additional other items not listed herein at wholesale price less a _____% discount or at cost price plus a _____% markup.						
			All products must be delivered in its original box/case.						
			Offerors MUST be compliant with the products «UNIT SIZE» being requested, failure to do this will render your bid non compliant and will be rejected.						
			The offeror must bid on the individual package sizes as close as possible to the sizes requested. If you offer a pack size larger than the size requested, you MUST have written approval from the Standing Offer Authority, PRIOR to bid closing.						

ANNEX "D" INFORMATION

Tender closing at the office of:

Bid Receiving
Public Works and Government Services Canada (PWGSC)
1045 Main Street, 3rd Floor
Moncton, New Brunswick
E1C 1H1

Or by facsimile at: (506) 851-6759

Here is some information that might be of use:

1) «Buy and Sell» - at www.buyandsell.gc.ca Government Electronic Tendering Service (GETS):

You must use the LATEST PUBLISHED VERSION OF THE DOCUMENT.

Any changes to the Requirement, the List of Products at Annex "B" or to a Tender Closing Date at Annex "E" will be provided by publishing an Amendment to the Solicitation on **Buy and Sell**.

2) Transmission of offers:

For your Offer to be considered, it must be transmitted by FACSIMILE or by MAIL.

3) Request for evaluation results:

By email to the Supply Officer's email address. They will be sent to you by PDF format.

Please note that you will have to identify the File Title, Client's Reference Number, the client department's name as well as the period for which your request applies.

General Address for the Supply Officer:

4) For any questions concerning Food Procurement files, you may contact the following person:

Charlotte Drisdelle
Supply Officer / Agente d'approvisionnement
Phone number / Téléphone: 506-851-6948
Facsimile number / No de télécopieur: 506-851-6759
Email / Courriel: charlotte.drisdelle@pwgsc-tpsgc.gc.ca

ANNEX "E" - Schedule of Tender Closing Dates

PWGSC Buyer and ID: Charlotte Drisdelle (MCT015)
Client Reference no. W0105-15F003
Subject: DND Fresh Fruits and Vegetables
For the following consignee: 5th Canadian Division Support Base Gagetown
 Oromocto New Brunswick

Please Refer to the Solicitation Document for the Delivery Addresses

Schedule of Tender Closing Dates

Period Identification N° and Estimated Monthly Financial Limitation - Total	One (1) month period	Closing Date
Monthly Funding may require to be adjusted during the year		
W0105-15F003/01/A - \$60,000.00	01 April 2015 - 30 April 2015	18 March 2015
W0105-15F003/02/A - \$65,000.00	1st May 2015 to 31 May 2015	20 April 2015
W0105-15F003/03/A - \$70,000.00	1st June 2015 to 30 June 2015	19 May 2015
W0105-15F003/04/A - \$70,000.00	1st July 2015 to 31 July 2015	17 June 2015
W0105-15F003/05/A - \$65,000.00	1st August 2015 to 31 August 2015	20 July 2015
W0105-15F003/06/A - \$55,000.00	1st September 2015 to 30 September 2015	07 August 2015
W0105-15F003/07/A - \$70,000.00	1st October 2015 to 31 October 2015	18 September 2015
W0105-15F003/08/A - \$60,000.00	1st November 2015 to 30 November 2015	21 October 2015
W0105-15F003/09/A - \$20,000.00	1st December 2015 to 31 December 2015	20 November 2015
W0105-15F003/10/A - \$40,000.00	1st January 2016 to 31 January 2016	17 December 2015
W0105-15F003/11/A - \$40,000.00	1st February 2016 to 28 February 2016	19 January 2016
W0105-15F003/12/A - \$85,600.00	1st March 2016 to 31 March 2016	18 February 2016

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

PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

**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
NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

Title - Sujet RISO - Fresh Fruits & Vegetables	
Solicitation No. - N° de l'invitation W0105-15F003/04/A	Date 2015-03-02
Client Reference No. - N° de référence du client W0105-15F003	GETS Ref. No. - N° de réf. de SEAG
File No. - N° de dossier MCT-4-37127 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-17	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Drisdelle, Charlotte J.	Buyer Id - Id de l'acheteur mct015
Telephone No. - N° de téléphone (506)851-6948 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSB Gagetown Food Services To Various Kitchens OROMOCTO New Brunswick E2V4J5 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

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

PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

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Comments - Commentaires

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

Issuing Office - Bureau de distribution
NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

Title - Sujet RISO - Fresh Fruits & Vegetables	
Solicitation No. - N° de l'invitation W0105-15F003/09/A	Date 2015-03-02
Client Reference No. - N° de référence du client W0105-15F003	GETS Ref. No. - N° de réf. de SEAG
File No. - N° de dossier MCT-4-37127 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-20	
Time Zone Fuseau horaire Atlantic Standard Time AST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Drisdelle, Charlotte J.	Buyer Id - Id de l'acheteur mct015
Telephone No. - N° de téléphone (506)851-6948 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSB Gagetown Food Services To Various Kitchens OROMOCTO New Brunswick E2V4J5 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

