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## PART 1 - GENERAL INFORMATION

### 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 - | Statement of Work                               |
| Annex B - | Basis of Payment - Pricing Sheet - Product List |

### 2. Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Eggs, fresh** to Department of National Defence, 3 ASG Food Services to various kitchens at CFB Gagetown in Oromocto, New Brunswick on an as and when requested basis for a period from **01 April, 2014 to 31 March, 2015 inclusive**.

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

### 3. Security Requirement

There is no security requirement associated with the requirement of the Standing Offer.

#### 4. Debriefings

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

### 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 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 (2013/06/01)** Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

**Subsection 5.4 of 2006**, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

#### 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.**

#### 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 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 **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

#### 1. Offer Preparation Instructions

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 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: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work in compliance with Annex A and Annex B product specifications.

#### Section II: 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.

### 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

### 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) Only one standing offer will be awarded to the lowest price bid meeting all the requirements listed at Annexes A and B.

### 1.2 Financial Evaluation

**SACC Reference**  
M0220T

**Section**  
Evaluation of Price

**Date**  
2013/04/25

### 2. Basis of Selection

#### 2.1 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"** will be recommended for issuance of a standing offer.

*(Derived from - Provenant de: M0032T, 16/08/10 )*

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation 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, if any certification is found to be untrue whether 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 with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from HRSDC-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.

### 2. Additional 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 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 requirement within that time period will render the offer non-responsive.

## 2.1 Canadian Content Certification

### 2.1.1 SACC Manual clause A3050T (2010/01/11) Canadian Content Definition

### 2.2.2 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

- ( ) a minimum of 80 percent of the total bid price 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: A3053T, 11/01/10 )*

## 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 Statement of Work at Annex "A" and Annex "B", Basis of Payment.

#### 2. Security Requirement

- 2.1 There is no security requirement applicable to this Standing Offer.

#### 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>) issued by Public Works and Government Services Canada.

### 3.1 General Conditions

**2005 (2012/11/19)** General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 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 yearly 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.

*(Derived from - Provenant de: M7010C, 16/07/12 )*

## 4. Term of Standing Offer

### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the **01 April, 2014 to 31 March, 2015** inclusive.

## 5. Authorities

### 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.

## 5.2 Project Authority

The Project Authority for the Standing Offer is:

***Details will be provided in any resulting contract***

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.

## 5.3 Offeror's Representative (offeror please complete & 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: \_\_\_\_\_

### General Enquiries:

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Identified Users

Department of National Defence  
3 ASG Food Services  
Building H-33 and Camp Petersville  
CFB Gagetown  
PO Box 17000, Station Forces  
Oromocto, New Brunswick  
E2V 4J5

## 7. Call-up Procedures

As indicated in Annex A - Statement of Work

## 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.

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$10,000.00** (Applicable Taxes included).

## 10. Financial Limitation

### Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$50,000.00** (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.

(Derived from - Provenant de: M4506C, 25/04/2013 )

## 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 (2012/11/19)**, General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010A (2013/04/25)**, General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment - Pricing Sheet - Product List;
- g) the Offeror's offer dated \_\_\_\_\_

## 12. Certifications

### 12.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation 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.

### 12.2 SACC Manual Clauses

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

## 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.

## **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 (2013/04/25)**, General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

**Section 16**, Interest on Overdue Accounts, of **2010A (2013/04/25)** General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### **2.2 SACC Manual Clauses**

#### **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 )*

#### **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 )

### 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 )

## 3. Term of Contract

### 3.1 Delivery Date

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

## 4. Basis of Payment

### 4.1 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 price, 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.

(Derived from - Provenant de: C0207C, 25/04/13 )

### 4.2

#### SACC Reference

H1000C

#### Section

Single Payment

#### Date

2008/05/12

### 4.3 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## 5. Invoicing Instructions

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

## 6. SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

## 7. Federal Contractors Program for Employment Equity - Default by the Contractor

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

## 8. 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.

(Derived from - Provenant de: D4001C, 12/12/08 )



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# ***Annex A***

## ***“STATEMENT OF WORK”***

***for***

***«Fresh Eggs»***

***CAMP GAGETOWN***

***3 AREA SUPPORT GROUP***

**STATIC FEEDING REQUIREMENTS**

**01 April 2014 to 31 March 2015**

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**ANNEX "B" - «FOODLIST»**

The offeror **must ensure 100% compliance** to the attached «Foodlist» in Annex "B". Any deviations from the «Foodlist» such as **«Product Type» and «Egg Size»** **MUST be approved** by the Standing Offer Authority at Public Works and Government Services Canada, in writing, **PRIOR to bid closing**.

Please note that for all items where the Unit of Issue is indicated as "case" suppliers **MUST** quote on a per case basis. Bidders who submit prices using any other Unit of Issue will not be evaluated further. In addition, the Offeror (successful bidder) must invoice on a per case basis for all items where the Unit of Issue is indicated as "case".

**FOOD SUPPLY AND DELIVERY TO CAMP GAGETOWN AND TRAINING AREA.****REQUIREMENT**

To supply and deliver **"Fresh Grade "A" Large Eggs"** to specified locations in the Gagetown Training Area.

The offeror **must ensure 100% compliance** to this Annex A and attached Annex B the «Foodlist». Any deviations **MUST be approved** by the Standing Offer Authority at Public Works and Government Services Canada, in writing, **PRIOR to bid closing**.

**DATE OF COMMENCEMENT**

**01 April 2014**

**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 Eggs***

**STATEMENT OF WORK**

The offeror shall perform and complete with care, skill, diligence, and efficiency the work described in this standing offer.

## 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 favoured 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 principals applicable to the prices shown herein.

## SUB-LETTING:

Standing Offers will NOT be sub-let or transferred without the written permission of the Food Supply Officer at Department of Public Works and Government Services Canada

## FOOD DELIVERIES

Deliveries must 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 contractor 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.

Deliveries **MUST** be provided as requested.

The majority of individual call-ups against this Standing Offer should total a minimum of \$200.00 (Goods and Services Tax or Harmonized Sales Tax included) due to:

- limited storage area; and
- fresh consumption

Deliveries are to be made direct to a specified location.

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

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

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

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.

## 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.**

## DELIVERY SERVICE LEVELS

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

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

## 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 contractors expense”***.

Any damaged, stressed, opened, or repackaged products will not be accepted and will be returned to the supplier at the supplier'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 pack, case size or egg size be changed after award of the standing offer **UNLESS** the pack & case size are changed by the distributor. You will therefore have to notify the Standing Offer Authority at PWGSC in Moncton of the change. Changes will only take effect when the Standing Offer Authority has accepted the change, with DND's approval.

**You must advise** the Standing Offer Authority **and** DND's representative named below of any changes to Product Codes or other related issues arising concerning this requirement.

***The following person will be responsible to relay the information to all kitchens' personnel.***

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

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## 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 contractor'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 contractor 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 day period the contractor shall communicate this information as soon as possible to the receiving Units Comptroller.

## TYPE OF TRANSPORT

Delivery of chilled and/or frozen food commodities **MUST** always 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.

## QUALITY ASSURANCE

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

### Eggs and Egg Products - E6TOR-13RM17

All products must be of recent production and have the latest production date available, 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.

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;

Solicitation No. - N° de l'invitation

W0105-14F001/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36136

Buyer ID - Id de l'acheteur

mct015

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

W0105-14F001

CCC No./N° CCC - FMS No/ N° VME

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

**WARNING TO SUPPLIER:**

High quality product and service as defined in «***DND Food Quality Specifications - Fresh Eggs***» 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 six (6) 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. Additional incidents will result in a written notification requesting corrective action; and
3. For a sixth 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**

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**(Signature of Authorized Representative**



Public Works and Government Services Canada  
Travaux publics et Services gouvernementaux Canada

**ANNEX "B" - ANNEXE B**

File No / No. de dossier: W0105-14F001/A

Title / Titre: Fresh EGGS / OEUFs frais

Vendor Name / Nom du fournisseur: Period / Période: 2014-04-01 - 2015-03-31						
Item / Article	Estimated Yearly Quantity	Unit of Issue / Unité de distribution	DESCRIPTION	Egg size & case size offered	Product Number	Price
1	1570	Case	Fresh Canada Grade "A" Large Eggs, Minimum 56 grams per Egg, 180 Eggs/15 dozen Per Case. Advise Grams Being Offered: _____			PER Case