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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:

- 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 the Requirement, the Basis of Payment and any other annexes.

2. Summary

2.1 To establish a Regional Individual Standing Offer for the provision of Miscellaneous Groceries and Cheese items on an "as and when requested" basis for the Department of National Defence at CFS Alert and Canadian Forces Base (CFB) Trenton. All items shall conform to the relevant CGSB Standard, as applicable.

2.2 For items to be delivered to CFS Alert: Delivery of these items is to be made to the CFB Trenton, Trenton, Ontario, for furtherance by DND to CFS Alert.

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

2.4 The period for placing call-ups against the Standing Offer shall be from May 17, 2014 to November 16, 2014.

2.5 This requirement is subject to the following Comprehensive Land Claim Agreement; Nunavut Land Claims Agreement.

3. Debriefings

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

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

B4024T	No Substitute Products	2006-08-15
M0019T	Firm Price and/or Rates	2007-05-25

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.

Once the offer has been completed and submitted to the bid receiving unit, a copy of the Work Document (Excel file) may be forwarded, by e-mail to: kingston.procurement@pwgsc.gc.ca

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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 Ontario.

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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.

5. Canadian General Standards Board - Standards

A copy of the Specifications is available and may be purchased from:

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

CGSB Website: [Canadian General Standards Board](#)

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, Excel file, by e-mail to **kingston.procurement@pwgsc.gc.ca**

Section II: Certifications (1 hard copy)

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

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

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

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

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. To assist Canada in reaching its objectives, offerors 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 the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Annex B - Basis of Payment (Excel File)

The Offerors will complete the List of Products using the Excel file and ensure that it has been properly filled out and contains all required information.

1. Hard (Paper) Copy: One (1) hard copy **must be submitted** by the date, time and place indicated on page 1 of the Request for Standing Offers.

2. Soft (Electronic) Copy: In addition to the hard copy, PWGSC is requesting offerors send in an electronic copy of Excel file, by e-mail at the following address: **kingston.procurement@pwgsc.gc.ca**

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 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 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 (2) 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.

1.1 Financial Evaluation

1.1.1 Mandatory Financial Criteria

The Offeror must complete and submit with its offer, Annex B - Basis of Payment (Excel File). Pricing must be provided for all line items as listed and a % amount for Annex B-1 CFB Trenton & CFS Alert.

For Annex B – where an item is described as "No Substitute", only that brand name with associated pack and unit size will be acceptable.

Offers will be evaluated based on the prices detailed in Annex B - Basis of Payment (Excel File), Incoterms 2000 "DDP Delivered Duty Paid".

The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

The Evaluated Price is the sum of Extended price.

The Extended price is the Estimated Quantity multiplied by the Firm Unit Price.

1.1.2 SACC Manual Clause

SACC Manual Clause M0220T (2013-04-25), Evaluation of Price

1.1.3 Pack or Unit Size

If a requested size is no longer available, it is up to the Offeror to contact the Standing Offer Authority no later than seven (7) calendar days prior to the closing date with a proposed alternative size.

Where changes to pack or unit size are proposed the following must be met:

- a. The proposed change is necessary because the original pack size specified is unavailable in the industry; and

-
- b. The new proposed size reflects the next size up or down (from the original size specified) that is available in the industry; and/or
- c. There is a less than 15% difference between the original size specified and the proposed alternative size.

Any changes to the product pack and or size will be made by the Standing Offer Authority through an amendment to the Request for Standing Offer document. The Offeror cannot substitute sizes in their offer

that have not been approved. "No Name" products will not be accepted.

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offer to be declared responsive. The responsive offer with the lowest evaluated price 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.

1. Certifications Required Precedent to Issuance of a Standing Offer

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.

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.

2. Additional Certifications Required 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.

2.1 Canadian Content Certification

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

This procurement is conditionally limited to Canadian goods.

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Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids 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 bid will result in the good(s) offered being treated as non-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.

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", Annex "B" and Annex "B-1".

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 Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 Offers Reporting

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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with Annex B. 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 on a quarterly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from May 17, 2014 to November 16, 2014.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Marta Porter
Supply Specialist
Public Works and Government Services Canada

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Acquisitions Branch
86 Clarence St., 2nd Floor
Kingston Ontario
K7L 1X3

Telephone: 613-547-7587

Facsimile: 613-545-8067

E-mail address: marta.porter@pwgsc.gc.ca

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

4.2 DND 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.

4.3 Offeror's Representative (*Offeror to complete with bid.*)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

5. Identified Users

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

Wing Foods, CFB Trenton, Astra Ontario; and
Wing Foods, CFS Alert.

6. Call-up Procedures

The Supplier must acknowledge each order no later than the next working day from receipt of the call-up.

7. 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 an electronic version.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

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) the general conditions 2029 (2014-03-01), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment (Excel File);
- g) the Offeror's offer dated _____ **(to be completed by PWGSC at time of issuance).**

10. Certifications

10.1 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.

10.2 SACC Manual Clauses

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 Ontario.

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

2029 (2014-03-01), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 will not apply to payments made by credit cards.

2.2 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products
B7500C (2006-06-16) Excess Goods

3. Term of Contract

3.1 Delivery Date

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

3.2 Shipping Instructions - Free on Board Destination and Delivered Duty Paid

Incoterms 2000 "DDP Delivered Duty Paid" to CFB Trenton, Astra, Ontario in accordance with Annex "A" - Requirement.

4. Payment

4.1 Basis of Payment

1. The Basis of payment attached hereto as Annex "B" shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", Harmonized Sales Tax (HST) extra, if applicable.

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

Only one (1) copy of invoice is required and must show:

- a) the date;
- b) name and address of the consignee;

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- c) DND's purchase order number and the Standing Offer number;
- d) description of the goods.

6. Insurance

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

ANNEX "A"
REQUIREMENT

1. No minimum call-ups apply to this Regional Individual Standing Offer.
2. All products supplied must be in accordance with the latest issue of the relevant Canadian General Standards and all relevant Acts and Regulations.
3. **Electronic Price Lists** - The Supplier shall provide electronic copies (in the form of a CDs or Excel spreadsheet sent by e-mail) of the products and price lists to the Project Authority.
4. **Item Sizes** - The Supplier must supply items in the size identified in Annex "B" - Basis of Payment. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Supplier must notify the Project Authority and PWGSC to obtain their written acceptance of a replacement size.
5. **No Substitution** - Items provided under Annex B, Basis of Payment MUST be the brand name specified.
6. **Brand Name** - All other items offered and supplied under Annex "B-1" CFB Trenton & CFS Alert must be a recognized brand name.
7. **Back Orders:** No back orders will be accepted unless arranged in advance with the Project Authority or authorized designate.
8. **Final Inspection & Product Acceptance / Rejection:** Inspection and acceptance will rest with the Project Authority or authorized designate at the delivery destination. All products supplied shall be free of signs of deterioration, spoilage, filth or damage by rodents or insects.

The Project Authority or authorized designate will have the right to reject product at the time of delivery and any unacceptable product(s) will be removed immediately by the Supplier. Rejected items discovered after delivery must be picked-up within 1 working day of notification of the rejection.

Rejected product(s) must be replaced within 1 working day of notification.

9. **Preparation for Delivery:** Each container shall be packed in such a manner that the faced shown surface of all boxes/cartons must be clearly marked to show the grade, size, net weight and/or quantity, storage instructions and/or special instructions of the product contained in the package. All boxes/cartons must be clearly labelled with the Supplier's name and address.

The Supplier must supply delivery slips for each delivery.

- 9.1 **Pallets:** All goods must be delivered on registered pallets only (ORANGE OR BLUE PALLETS ONLY). It is the responsibility of the Supplier to implement a tracking system to insure that the number of outgoing pallets does not exceed the number of pallets delivered by their company. This register must be verified by the Project Authority or authorized designate.

The Supplier shall maintain a record of the number of pallets delivered to and returned by each delivery location. A copy of this record shall be provided to the Project Authority or authorized designate. Any

disagreement with the quantities shown on the summary must be forwarded to the Supplier in writing within thirty (30) days after the last delivery date of the disputed month.

10. Delivery Addresses and Location Specific Instructions

10.1 Canadian Forces Base Trenton, Ontario

Delivery addresses:

1. Yukon Galley, 75 Yukon Street
2. Flight Feeding, 75 Yukon Street
3. Officer's Mess, 182 Yukon Street

10.2 CFS Alert

Delivery address:

Delivery of these items is to be made to the CFB Trenton, Trenton, Ontario **for furtherance to Canadian Forces Station Alerts** follows:

1. CFB Trenton hanger No 1, 30 East North Star Drive

10.3 Delivery Parameters:

Delivery shall be made within **3 WORKING DAYS** from receipt of a call-up.

Deliveries are required between 0730 to 1130 hours and 1300 to 1500 hours, Monday to Friday. No shipment will be accepted after 1500 hours unless prior arrangements are made with the Project Authority or authorized designate.

10.4 Other Requirements

STOCK OUTS/BACK ORDERS/ORDER CHANGES: The Supplier must notify the Site/Call-up Authority of any shortages for orders within **2 WORKING DAYS** from receipt of an order. A substitution of equal or higher value must be provided to the authorized designate at no extra cost. No substitutes will be made without written approval by the Project Authority or authorized designate.

ORDER RECEIPT ACKNOWLEDGMENT: The Supplier must acknowledge each order no later than the next working from receipt of the call-up.

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ANNEX "B"

**BASIS OF PAYMENT
(Excel File-Attached)**