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Solicitation Amendment No. 007

Title: Fresh Fruits & Vegetables

This solicitation is hereby amended to:

(1) Reference: **Annex “A” – Requirement**

DELETE all previous Annex “A”; *and*

INSERT instead Annex “A” revised **May 20, 2016**

All other terms and conditions of the solicitation document remain unchanged remain unchanged.

All enquiries concerning this amendment are to be forwarded to:

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Moncton, NB / Moncton (N.-B.) E1C 1H1

"REQUIREMENT"

Fresh Fruits & Vegetables

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

3 AREA SUPPORT GROUP

Static Feeding Requirements

01 April 2016 to 31 March 2017

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 including the products’ «**Unit Size**», «**Product Type**» and «**Packaging**» **MUST be approved** by the Standing Offer Authority at Public Services and Procurement Canada (PSPC), 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 **0730 hr and 1130 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.

At time of delivery, suppliers must bring back their pallets from their previous delivery.

After the last delivery of the monthly standing offer, the supplier must return to the base to pick up the pallets from their last delivery if he is not awarded the next monthly standing offer.

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.

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.

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 offloading of all food items

EXPIRY DATES:

STANDARDS: All packaged foods shall comply with the relevant portions of the following Acts and Regulations:

- a) The Food and Drug Acts and Regulations;
- b) Canada Agriculture Products Standards Acts
- c) Canadian General Standards Board
- d) CFIA Inspection Standards

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**.

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” – W0105-16F003 Revised May 20 2016 Revision No. 2

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 «List of Products»** 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. **Additional incidents will result in a written notification requesting a response, in writing, what corrective action will be taken; and**
3. **For a fourth 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)