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**The Annexes include:**

Annex A – Requirement

Annex B – Basis of Payment – List of Products

Annex C – Electronic payment Instruments

Annex D - Complete List of Each Individual who are currently Directors and/or Owners of the Offeror;

Annex E - Information to Suppliers, Schedule of Tender Closing Dates & 1<sup>st</sup> Page of each closing tenders;

## 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 and Additional Information: includes the certifications and additional information 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 – Electronic payment Instruments  
Annex D - Complete List of Each Individual who are currently Directors and/or Owners of the Offeror;  
Annex E - Information to Suppliers, Schedule of Tender Closing Dates & 1<sup>st</sup> Page of each closing tenders;

### 1.2 Summary

- 1.2.1 Request for Regional Individual Standing Offer (RISO) for the supply and delivery of Eggs, fresh** to Department of National Defence at the 5th Canadian Division Support Base Gagetown located in Oromocto New Brunswick E2V 4J5 on an as and when requested basis for the period from **May 1<sup>st</sup> 2021 to April 30<sup>th</sup> 2022** inclusive *divided into two (2) rebid periods for two standing offer periods of six months each.*

**NOTE:** An offer must be submitted for each period as per the schedule in Annex "E". Offerors may bid on any period of their choice. **Only the Page 1 with the applicable closing date is to be submitted with an offer.**

**1.2.2** *The requirement is limited to Canadian goods.*

**1.2.3** This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **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.

### **1.4 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## **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>) 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 \(2020/05/28\)](#) 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**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
M0019T	Firm Price and/or Rates	2007/05/25

## 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

Email: [TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

Facsimile number: (506) 851-6759

## 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.

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer  
Section II: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Financial Offer (one hard copy)  
Section II: Certifications (one hard copy)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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, 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**.

#### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**Section II: Certifications** Offerors must submit the certifications and additional information 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.

#### **4.1.1 Financial Evaluation**

**4.1.2.1 SACC Manual** Clause [M0220T](#) (2016/01/28), Evaluation of Price – Offer

### **4.2 Basis of Selection**

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

*(Derived from - Provenant de: M0069T, 2007/05/25)*

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.1.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **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" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour/s website) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

### **5.2 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.1 Canadian Content Certification**

##### **5.2.1.1 SACC Manual clause [A3050T](#) (2020/01/07) Canadian Content Definition**

### 5.2.1.2 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. Example 2, of the Supply Manual.

*(Derived from - Provenant de: A3053T, 18/12/06)*

## 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 the 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 (2017/06/21)** 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.

Solicitation No. - N° de l'invitation  
W0105-21F001  
Client Ref. No. - N° de réf. du client  
W0105-21F001

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

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

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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 to the Standing Offer Authority no later than 30 days after the end of the reporting period.

*(Derived from - Provenant de: M7010C, 2017/06/21)*

## **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 **May 1<sup>st</sup> 2021** to **April 30<sup>th</sup> 2022** *divided into two (2) rebid periods for two standing offer periods of six months each.*

### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Charlotte Drisdelle  
Title: Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, 4<sup>th</sup> Floor  
Moncton, New Brunswick  
E1C 1H1  
Telephone: **(506) 962-5329** Facsimile: (506) 851-6759  
E-mail: [charlotte.drisdelle@pwgsc-tpsgc.gc.ca](mailto: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.

Solicitation No. - N° de l'invitation  
W0105-21F001  
Client Ref. No. - N° de réf. du client  
W0105-21F001

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

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

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**6.5.3 Offeror's Representative** (*Offeror please complete and submit with the bid 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: \_\_\_\_\_

**6.6 Identified Users**

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

**Department of National Defence  
5th Canadian Division Support Base Gagetown  
Building/Kitchen H33  
PO Box 17000, Station Forces  
Oromocto New Brunswick E2V 4J5**

**6.7 Call-up Procedures**

As indicated in Annex A.

## 6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Applicable Taxes included).

## 6.10 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$62,000.00** *divided into 2 standing offer periods of 6 months each* (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 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, 2013/04/25)*

## 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](#) (2017/06/21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2020/05/28), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment – List of Products;
- h) the Offeror's offer dated \_\_\_\_\_

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

### 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**.

## 6.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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 (2020/05/28)**, General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of **2010A (2020/05/28)**, General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

#### **6.2.2 SACC Manual Clauses**

##### **6.2.2.1 Delivery and Unloading**

1. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel
2. 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)*

##### **6.2.2.2 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 firm unit prices, as specified in **Annex B**. 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, 2013/04/25)*

### 6.4.2 Method of Payment

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

### 6.4.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

**(To be identified in Annex "C")**

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.5 Invoicing Instructions

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

one (1) copy must be forwarded to the consignee.

*(Derived from - Provenant de: H5001C, 2008/12/12)*

## 6.6 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28

## 6.7 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## 6.8 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) to **Department of National Defence to Kitchen H33 at the 5th Canadian Division Support Base Gagetown, Oromocto, New Brunswick E2V 4J5** Incoterms 2000 for shipments from a commercial contractor.

*(Derived from - Provenant de: D4001C, 2008/12/12)*

## **ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



**“REQUIREMENT”**

**«Fresh Eggs»**

***5<sup>th</sup> Canadian Division Support  
Base Gagetown***

**STATIC FEEDING REQUIREMENTS**

## Annex « A »

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### REQUIREMENT

To supply and deliver **“Fresh Grade “A” Large Eggs”** to Kitchen H33 at 5 CDSB Gagetown.

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

### 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 should be placed in writing.

### 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 pack, case size or egg size be changed after award of the standing offer.

### FOOD DELIVERIES

Deliveries must be made direct to a specified location, and **MUST** be between the hours of **07h30** and **11h30**, 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.

## **Annex « A »**

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### **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 **1400hrs**, 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.

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.

Delivery personnel must 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, one (1) copy "**One original**" 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***

## **Annex « A »**

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### **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 «**Food Quality Specifications (FQS) - Food purchased by federal government departments** » will be used as reference for quality control. These specifications can be found [publications.gc.ca](http://publications.gc.ca) by searching with the following catalogue number.

**FQS-01 Eggs and Egg Products - Catalogue No. – D2-531/01/2018E-PDF**  
SQA-01 Oeufs et produits d'oeufs – N° de catalogue - D2-531/01/2018F-PDF



**DND 5th Canadian Division Support Base Gagetown**  
**MDN à la Base de soutien de la 5e Division du Canada Gagetown**

**File No / No de dossier: W0105-21F001 Annex "B" - Basis of Payment**  
**Title / Titre: Fresh Eggs**

**Vendor Name / Nom du fournisseur:**

**Period / Période:**

Item	Estimated Quantity for a period of 6 months	Unit of Issue	DESCRIPTION	Egg size & case size offered	Product Number	Price	
1	800	case	Fresh Canada Grade "A" Large Eggs, Minimum 56 grams per Egg, 180 Eggs/15 dozen Per Case. Advise Grams Being Offered: _____			per	case

## ANNEX “E” INFORMATION

Tender closing at the office of:

**Bid Receiving**  
**Public Services and Procurement Canada (PSPC)**  
1<sup>st</sup> Floor, Suite 1212  
1045 Main Street (100)  
Moncton, New Brunswick  
E1C 1H1  
Facsimile (506) 851-6759

Here is some information that might be of use:

1) **Buy and Sell** – at [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca) Government Electronic Tendering Service (GETS):  
<https://buyandsell.gc.ca/procurement-data/tenders>

You must use the **LATEST PUBLISHED VERSION OF THE DOCUMENT**.

Any changes to the Requirement at Annex A, 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 **Mail, Courier, Facsimile** or by **ePost Connect**

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, Solicitation 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: 506-962-5329  
Facsimile number / No de télécopieur: 506-851-6759  
Email / Courriel: [charlotte.drisdelle@pwgsc-tpsgc.gc.ca](mailto:charlotte.drisdelle@pwgsc-tpsgc.gc.ca)

## ANNEX "E" - Schedule of Tender Closing Dates

**PWGSC Buyer and ID:** Charlotte Drisdelle (MCT015)  
**Client Reference no.** W0105-21001  
**Subject:** Eggs, Fresh  
**For the following consignee:** 5th Canadian Division Support Base Gagetown  
Orმოcto New Brunswick

### Schedule of Tender Closing Dates

Period Identification N°	Two (2) Periods of Six (6) Months Each	Closing Date
W0105-21F001/ 01/ A	01 May 2021 to 31 October 2021	08 April 2021
W0105-21F001/ 02/ A	01 November 2021 to 30 April 2022	07 October 2021





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

**PWGSC/TPSGC Acquisitions Bid Receiving  
Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1<sup>ère</sup> étage, Suite 1212  
100-1045 Main Street  
Moncton  
New Brunswick  
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**

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Bruns  
E1C 1H1

<b>Title - Sujet</b> RISO Eggs, fresh RISO Eggs, fresh	
<b>Solicitation No. - N° de l'invitation</b> W0105-21F001/02/A	<b>Date</b> 2021-02-22
<b>Client Reference No. - N° de référence du client</b> W0105-21F001	<b>GETS Ref. No. - N° de réf. de SEAG</b>
<b>File No. - N° de dossier</b> MCT-0-43161 (015)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM</b> Atlantic Daylight Saving Time ADT <b>on - le 2021-10-07</b> Heure Avancée de l'Atlantique HAA	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Drisdelle, Charlotte J.	<b>Buyer Id - Id de l'acheteur</b> mct015
<b>Telephone No. - N° de téléphone</b> (506)962-5329 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5CDSG Food Services Kitchen H33 5CDSB Gagetown PO Box 17000 OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> 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**

<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>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)</b>	
<b>Signature</b>	<b>Date</b>