



# Invitation to Tender

as amended October 2018

**Egg Farmers of Ontario** is offering to purchase Industrial Product each week from Ontario Grading Stations. This program will be continued each week for as long as the Board deems necessary.

1. The Board agrees to purchase Ontario eggs of the following grades:

*Canada Grade A Extra Large loose pack*  
*Canada Grade A Large loose pack*  
*Canada Grade A Medium loose pack*  
*Canada Grade A Small loose pack*  
*Canada Nest Run*

2. Telephone/e-mail/ or fax tenders will be accepted every Thursday, until 12:00 p.m. [noon] local time.

All telephone/e-mail/ or fax tenders must indicate the following:

(a) Name of the Grading Station; (b) Quantity and size of boxes declared; and  
(c) Shell colour, if brown eggs.

3. Minimum tender will be 1,500 dozen [100 boxes]. Minimum quantity of each size must be 750 dozen [50 boxes].
4. Quantities in excess of 4,500 dozen [300 boxes] per grade size must be reported by 4:00 p.m. on the Thursday prior to the tender date, known as the 'pre-tender'.
5. All tenders must be filled in all respects once accepted by the Board, including grade discrepancies and product quality. Failure to fill tenders may result in a 'penalty' of five cents per dozen, on the total quantity tendered.
6. White and brown eggs must be packed separately and clearly marked.
7. Eggs tendered must be of Ontario origin and from current production [within seven days of farm pick-up]. Only eggs from first processors will be accepted. Eggs are not required to be dyed although a farmer identifier mark, stamp or code is accepted into the EFO Industrial Product Program.
8. All eggs must be packed on washed plastic trays or in new fibre trays.
9. All eggs offered must be of 'Canada Grade A', or 'Canada Nest Run' standard and maintain the "A dyed" standard or "A" standard, in conjunction with the following schedule:

*'Nest Run' product delivered between May 1<sup>st</sup> to October 1<sup>st</sup>, and detained within three days of delivery, must be replaced.*

*'Nest Run' product delivered between October 2<sup>nd</sup> to April 30<sup>th</sup>, and detained within five days of delivery, must be replaced.*



## INVITATION TO TENDER CONTINUED

All 'Graded' eggs placed in detention within five days of delivery, must be replaced. Any costs associated with the handling and/or destruction of detained eggs will be borne by the Grader. Destroyed eggs must be replaced by the Grader.

10. All eggs must be delivered to the Egg Processor[s] or other locations as designated by the Board within six days. Failure to deliver within six days may result in a 'penalty' of five cents per dozen on the total quantity tendered.
11. The Board may reject any tenders if remittances of licence fees, levies and reports are not current.

Notwithstanding the purchase of eggs by the Board pursuant to tender, all such eggs remain at the sole risk of the vendor thereof and such vendor shall indemnify and save harmless each of the Board and Egg Farmers of Canada, from and against any claims, damages, costs, or expenses arising in respect of same.

12. Document to be forwarded to the Board [within seven days]:
  - (a) Industrial Product Verification Form [signed by both parties].
13. The Board agrees to pay according to the following schedule:
  - i. **Grading and Handling**
    - eight & one-half cents per dozen for grading and handling;
  - ii. **Packaging**
    - one cent per dozen;
  - iii. **Trucking**
    - allowance according to distance travelled, as per scheduled Board rates;
  - iv. **Nest Run Eggs**
    - payment according to Nest Run weight
14. Payment will not be made by the Board until all documents are received.
15. The Board reserves the right to accept or reject any or all of the tenders offered.
16. It is the policy of the Board that any Grading Station which tenders eggs to the Board and at the same time, is importing eggs or is handling imported eggs for the shell market, will not have their tender accepted unless prior arrangements have been made with the Board concerning such imports. Failure to comply with this policy may result in the Board refusing to accept a tender from such Grading Station, for a period of four weeks.

**Tenders should be submitted to:**

**EGG FARMERS OF ONTARIO**  
7195 Millcreek Drive, Mississauga, Ontario L5N 4H1  
Telephone (905) 858-9790 Fax (905) 858-1589



## Ontario Egg Financial Protection Plan Inc. ['Plan']

1. The Plan is for the benefit of qualified Ontario egg farmers who have not been paid for eggs by a registered egg grading station ['grading station'].
2. To make a claim, an egg farmer must be a quota holder or have been exempted from quota requirements by Egg Farmers of Ontario ['EFO'].
3. Only sales of eggs to a grading station, the assets of which have been placed in the hands of a trustee for distribution under the Bankruptcy and Insolvency Act [Canada] or the Bulk Sales Act or in the hands of a receiver, are covered.
4. Producer graders who grade their own eggs are not eligible.
5. A claim must be made to the Plan within 30 days of the bankruptcy, bulk sale, default or receivership of the grading station to which eggs have been delivered.
6. A claim must be in the form as attached hereto as Schedule 'A' or a reasonable facsimile thereof and filed with the Plan at its office by the deadline specified above.
7. A separate application must be made in respect of each grading station against which an egg farmer has a claim.
8. Upon receipt of a claim, the Plan will notify the grading station and EFO.
9. Where the Plan determines that a claim is not valid, it will refuse payment of the claim and notify the egg farmer, the grading station and EFO.
10. Where the Plan determines that a claim is valid it will make payment to the egg farmer and notify the grading station and EFO.
11. The Plan has the discretion to refuse a claim for reasons such as:
  - [i] where a cheque received from the grading station is dishonored by non-acceptance or non-payment unless it has been presented for payment within 15 days of the date on which the cheque was received;
  - [ii] where the egg farmer has made an arrangement with the grading station to extend the time on which payment is due;
  - [iii] where the egg farmer fails to apply within 30 days of the bankruptcy or receivership of the grading station;
  - [iv] where the claim is incomplete or improper; or
  - [v] where the relationship between the egg farmer and the grading station or the conduct of the egg farmer in dealing with the grading station raises doubts as to the legitimacy of the claim.
12. The maximum payment on any application cannot exceed the payment due for eggs for a period of 14 consecutive days prior to the day on which the whole or any part of the grading stations assets has been placed in the hands of a trustee for distribution under the Bankruptcy and Insolvency Act [Canada] or the Bulk Sales Act or in the hands of a receiver.
13. The Plan may also refuse to pay a claim or may prorate payment of a claim among producers where there are insufficient monies in the Plan to satisfy the claims in full.
14. Where an egg farmer who has made a claim owes licence fees, levies or other monies to EFO, the Plan may deduct same from any payment to the egg farmer and remit same to EFO.

*Effective Date: June 4, 2009*

**For additional information please contact:** Lee Hickey, Ontario Egg Financial Protection Plan Inc.  
7195 Millcreek Drive, Mississauga, Ontario, L5N 4H1



# Ontario Egg Financial Protection Plan Inc. ['Plan']

Claim Form Schedule 'A' referred to herein

The undersigned egg farmer hereby makes a claim for payment for eggs due to the undersigned from

\_\_\_\_\_  
Name of registered egg grading station

\_\_\_\_\_  
Address of registered egg grading station

As follows:

1. Egg farmer name: \_\_\_\_\_

Egg farmer address: \_\_\_\_\_

Quota #: \_\_\_\_\_

Non-Quota #: \_\_\_\_\_

2. Date assets of registered egg grading station placed in the hands of a trustee or receiver:  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

3. Details of egg sales to the registered egg grading station for the 14 consecutive day period prior to the date specified in #2:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Total amount claimed: \$ \_\_\_\_\_

5. Proof of non-payment [attach n.s.f. cheque etc. if available]

6. Amount of any licence fees, levies or other monies owing by the undersigned egg farmer to EFO or Egg Farmers of Canada: \$ \_\_\_\_\_

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of egg farmer  
or authorized signing officer

**PRIVACY COMMITMENT:**

The Board has a longstanding policy on the confidentiality of personal information and is committed to protecting the personal privacy of all those with whom it has dealings. The Board keeps all information respecting individuals dealing with the Board in strict confidence. No individual personal information is sold by the Board. The Board has procedures to enable individuals to control how the Board obtains, uses, and gives out personal information, to review that information and to correct any errors that may exist. The Board's procedures and systems are designed to protect such information from error, loss and unauthorized access. The Board keeps such information only as long as it is needed. The Board continually monitors its compliance with applicable privacy legislation. The Board respects peoples' privacy when it carries out its roles and responsibilities. These obligations apply to all Board members, staff, consultants and agents and contractors who provide services to or on behalf of the Board.

**REGULATORY DUTIES:**

As a local board constituted under the *Farm Products Marketing Act*, the Board through regulation has information filing requirements. Wherever such filings include confidential personal producer information, EFO will use its best efforts to protect such information from third party disclosure under the Freedom of Information and Protection of Privacy Act. However, that determination is ultimately made by the Government of Ontario. The Board collects, uses, discloses and retains this information in order to regulate the production and marketing of the regulated product in accordance with its regulations, policies, orders, directions and decisions. The Board may collect such information directly from producers or from others involved in the production and marketing of the regulated product. In carrying out these regulatory functions, the Board, as a not-for-profit body representing the interests of producers of the regulated product, is not in its own right engaged in commercial activity. Information arising from the Board's exercise of these regulatory authorities is not believed to be subject to the Personal Information Protection and Electronic Documents Act (*PIPEDA*). In those limited circumstances where the Board is engaged in commercial activity, it is subject to *PIPEDA* and all of that Act's provisions apply with respect to personal information collected, used, disclosed or retained as part of that commercial activity. The Board may also use such information to assist other regulatory agencies in undertaking their responsibility on bio-security and food safety issues.

**CONSENT REQUIREMENT:**

The Board obtains the parties' express or implied consent before obtaining or using personal information about that person or disclosing that information to anyone in the course of commercial activities. Regulatory requirements, as well as bio-security and food safety concerns are excepted from the consent requirement. Participation in certain Board programs will constitute consent to the obtaining, use and disclosure of personal information. Details will be set out in program information packages. Persons not wishing to provide their consent may decline to participate or may notify the Board and their wishes will be respected. In some cases, participation may not be possible where the necessary personal information is not made available.

**LIMITED DISCLOSURE:**

There are circumstances where use and disclosure of personal information may be justified or permitted under a legal duty or right and the Board may use and disclose such information without the party's consent. In such cases where the Board is of the opinion that it is appropriate or necessary to use or disclose such information, the use and disclosure will be limited so that only that information which is required is used or disclosed.

**PRODUCER INFORMATION:**

As a general rule, all producer information is held in strict confidence and, except in very limited circumstances, is not revealed to anyone unless expressly or implicitly authorized by the producer. The Board guards its producer mailing list from unauthorized use and disclosure. Where disclosure is deemed by the Board to be of benefit to producers or necessary to address bio-security or food safety concerns, such disclosure will be subject to appropriate safeguards.



In the event of any reportable disease outbreak the provisions of this privacy policy are waived and EFO will, to the extent and to whom necessary, including but not limited to the Canadian Food Inspection Agency, release producer personal information to assist in an effective response.

**PRIVACY OFFICER:**

The Board has appointed a Privacy Officer charged with the responsibility for developing, implementing and administering the Board's privacy policy. As part of this mandate, the Privacy Officer will put in place all of the necessary internal controls and procedures and will train and supervise Board staff in achieving full compliance with all privacy obligations. The Privacy Officer will receive and follow up on all inquiries. This includes such things as withdrawal of consent, request for disclosure of information on file, corrections to information and termination of consent previously given. All such requests must be in writing and may result in an administrative charge to cover the Board's costs in dealing same.

**WEBSITE POLICY:**

A visitor to the Board's website is not required to reveal any individually identifiable information such as name, address or telephone number. Nor is such information collected passively by electronic means. Information is collected when an individual voluntarily completes an online survey. This information is collected, used or disclosed in a manner consistent with this policy statement. E-mail addresses are also collected during any surveys but participants may indicate that they do not wish to receive any unsolicited electronic communication. The Board's web server does not collect visitor information in the form of the visitor's domain or internet protocol (IP) address but does collect information regarding which pages are accessed. This information is used internally, only in aggregate form, to help the Board serve website users better. None of this information is retained after it has been used and is discarded in a secure manner. Any user of the Board's website may access the information held by the Board about them in connection with their visits to the website. Any inaccuracies that are brought to the Board's attention will be corrected.

**COMPLIANCE CONCERNS:**

Any complaints concerning the access to, accuracy, management or use of personal information should be addressed in writing to the Privacy Officer. All such inquiries will be responded to within 30 days of receipt at the Board office. Any unresolved matters may be referred by the Privacy Officer to the Board. If a party is still not satisfied, contact should be made with the office of the Privacy Commissioner in Ottawa.

**POLICY REVIEW:**

This Privacy Policy is in effect as of September 6, 2006. The Board will from time to time review and revise its privacy practices and this privacy policy. In the event of any amendments to this privacy policy, a notice will be posted on the Board's website or communicated to producers through Board publications.

The Board is committed to meeting all of its privacy obligations. Any questions or suggestions will be welcome and should be addressed to the Privacy Officer.

Dated at Mississauga, this 4th day of October, 2017.

**Egg Farmers of Ontario**

Scott Graham, Chair

Harry Pelissero, General Manager



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# Producer Price Notification Change Policy

March 2016

## **INTRODUCTION:**

The Producer Price Notification Change Policy sets out the parameters by which Egg Farmers of Ontario (EFO) will notify egg grading stations, who grade eggs from Ontario, of a Producer Price/Levy change.

## **PRINCIPLE:**

EFO will provide a minimum of 5 business days' notice to grading stations of any change to Ontario Producer Price/Levy. The 5 business days commence once the Ontario Industrial Product Invitation to Tender has closed.

For example, the current Invitation to Tender closes on Thursday at noon. The Producer Price/Levy Notification Change would be communicated to the grading stations in the afternoon of Thursday to take effect 7 business days later (on the Monday).

## **COMPLIANCE:**

Any grading station determined by EFO to be stockpiling or dumping eggs into the Ontario Industrial Product Pool in the period of time between the date of the Producer Price/Levy Notification Change and the effective date of the change may be subject to sanctions as determined by EFO.