

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3

**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**  
Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3

<b>Title - Sujet</b> Food - Dairy and Egg Products	
<b>Solicitation No. - N° de l'invitation</b> M5000-150078/A	<b>Date</b> 2014-06-24
<b>Client Reference No. - N° de référence du client</b> M5000-150078	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$CAL-129-6245
<b>File No. - N° de dossier</b> CAL-4-37011 (129)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-07-10</b>	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Izzotti, Diana	<b>Buyer Id - Id de l'acheteur</b> cal129
<b>Telephone No. - N° de téléphone</b> (403)292-4421 ( )	<b>FAX No. - N° de FAX</b> (403)292-5786
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ROYAL CANADIAN MOUNTED POLICE Division Mess 5600 11 Ave Regina Saskatchewan S4P3J7 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</b> <b>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)</b> <b>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>

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

### List of Annexes:

Annex A - Requirement

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1; General Information: provides a general description of the requirement;
- Part 2; Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3; Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4; Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5; Certifications: includes the certifications to be provided;
- Part 6; Security Requirement
- Part 7; 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - B, 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

The Royal Canadian Mounted Police have a requirement for a Standing offer to supply and delivery of various Dairy and Egg products to the RCMP Division Mess, Regina, Saskatchewan. The items are detailed in Annex B - Basis of Payment.

The Standing Offer period shall be from August 1st 2014 to July 31st 2015.

It is anticipated one (1) Standing Offer will be issued as a result of this request.

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

### 3. Security Requirement

There is no security requirement associated with this requisition

### 4. Debriefings

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



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## 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 the following address:  
**WST.CAL-FOOD@pwgsc-tpsgc.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.

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.

#### Annex B - Basis of Payment (Excel File)

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

That list, once printed, will be submitted as a hard copy with the other required documents, before the Excel file is transmitted to the above mentioned e-mail address.

#### Section I: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

#### Payment by Credit Card

Canada requests that offerors complete one of the following:

(a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

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The following credit card(s) are accepted: VISA \_\_\_\_\_ Master Card \_\_\_\_\_  
OR;

(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.

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## 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 bids with a valid Canadian content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 1.1 Financial Evaluation

The estimated quantities identified under Annex "B" are for evaluation purposes only.

The total aggregate evaluated amount for each offer is calculated by:

1. multiplying the unit price for each product by their estimated quantity;
2. summing all these values to determined the total evaluated offered price of the offer.

Pricing must be provided for all the items listed in Annex "B" - Basis of Payment (per category). Failure to provide pricing for at least 90% of the items will render the offer non-complaint without further consideration being given.

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis 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](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

##### 2.1.1 SACC Manual clause

A3050T

Canadian Content Definition

2010-01-11

##### 2.1.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers 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 offer will result in the good(s) offered being treated as non-Canadian goods.

**The Offeror certifies that:**

( ) a minimum of 80 percent of the total price for the offer consists 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.

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## PART 6 - SECURITY REQUIREMENTS

### 1. Security Requirement

There is no security requirement attached to this requisition.

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## PART 7 STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### 2. Security Requirement

There is no security requirement applicable to this Standing Offer.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 3.1 General Conditions

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 3.2 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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". 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.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

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#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to July 31st 2015.

#### 5. Authorities

##### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Diana Izzotti  
Title: Supply Officer  
Department: Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1650, 635 - 8 Ave SW, Calgary, AB. T2P 3M3  
Telephone: (403) 292-4421  
Facsimile: (403) 292-5786  
E-mail address: diana.izzotti@pwgsc-tpsgc.gc.ca

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

##### 5.2 Project Authority

The Project Authority for the Standing Offer is 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.

##### 5.3 Offeror's Representative (To be completed by Offeror)

###### General Enquiries:

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

###### Delivery Follow-up:

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

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## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Royal Canadian Mounted Police (RCMP)

## 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, and/or electronic version.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 40,000.00 (Applicable Taxes included).

### 8.1 Minimum Individual Call-up

Individual call-ups against the Standing Offer will total a minimum of \$200.00 (Applicable taxes 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) General Conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) General Conditions 2010A (2014-03-01) General Conditions - Goods (Medium Complexity)
- e) General Conditions 2029 (2014-03-01) Goods or Services (Low Dollar Value)
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) Annex C, Standing Offer Usage Report
- i) the Offeror's offer dated \_\_\_\_\_

## 10. Certifications

### 10.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

## 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 Alberta.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010A (2014-03-01), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 'Interest on Overdue Accounts' of 2010A (2014-03-01), will not apply to payments made by credit cards.

### 3. Term of Contract

#### 3.1 Delivery Date

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

### 4. Payment

#### 4.1 Basis of Payment - Firm Unit Prices

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, Basis of Payment for a cost of \$ To be determined at time of call-up. 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.

#### 4.2 SACC Manual Clauses

H1000C

Single Payment

(2008-05-12)

#### 4.3 Payment by Credit Card (if offered by Offeror)

The following credit cards are accepted: TBD.

### 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.

Each invoice must be supported by:

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ca1129

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- a. The address shown on page 1 of the Contract;
- b. Call up number;
- c. Suppliers' Invoice Control Number; and
- d. Delivery date

2. Invoices must be distributed as follows:

- (a) A bill of lading, a computerized purchase invoice and three (3) copies (one original and two copies) must be provided to the consignee at the time of each delivery for certification and payment. Hand written invoices will not be accepted.

**6. Insurance**

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

**7. SACC Manual Clauses**

B7500C	Excess Goods	2006-06-16
C3601C	Price Adjustment - Milk	2010-01-11
C3602C	Price Adjustment - Butter	2008-05-12
D0018C	Delivery and Unloading	2007-11-30
D3004C	Type of Transport	2007-11-30
D5328C	Inspection and Acceptance	2007-11-30

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## ANNEX A REQUIREMENT

### Scope of the Requirement

1. The Royal Canadian Mounted Police (RCMP) has a requirement for a Regional Individual Standing Offer for the supply, delivery, and offloading Dairy and Egg Products to the RCMP Academy, Depot Division in Regina Saskatchewan as detailed in Annex B - Basis of Payment (attached 2 page Excel sheet).
2. The request shall take the form of a Standing Offer (SO) for all food provisions on an `as and when requested` basis and as identified in the individual call-ups as per this SO agreement.
3. All items listed at Annex B - Basis of Payment must be available for regular purchase. At all times, the supplier must ensure that 90% of all the food items listed at Annex B - Basis of Payment are available for regular purchase.
4. The Supplier can accept or decline any call-up items not listed at Annex B - Basis of Payment.
5. Non listed items will be priced in accordance with Annex B - Basis of Payment.
6. All products must meet the mandatory requirements.
7. The Standing Offer shall be from August 1st 2014 to July 31st 2015
8. It is anticipated one (1) Standing Offer will be issued as a result of this request.

### Quality Assurance:

1. All products must be in accordance with Canadian General Standards Board Specifications, 32-250M Foods and meet the Canadian Food Inspection Agency (CFIA) standards.
2. Notification to the Standing Offer holder will be provided twenty-four (24) hours prior to delivery if any changes to the original order or cancellation are required.
3. The Offeror must advise the Food Services Representative within twenty-four (24) hours of receipt of call-up of any delays and/or item shortages.
4. The contractor must clearly identify the best before date on each product. Any products that are outdated or with a shelf-life of less than five (5) calendar days remaining from receipt of shipment will be returned.
5. Any conditions affecting the product shelf-life must be stated at the time of ordering.
6. All products must be properly packed and must be free of ice crystals, freezer burn, access frost on packages and/or water staining of the boxes.
7. All products supplied must be free of deterioration, spoilage, filth or damage by rodents or insects.
8. Thawed and refrozen products will be not accepted.

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9. Backorders and replacement of rejected food items will be delivered with no additional cost to the RCMP within one (1) working day unless other arrangements have been made with the Food Services Representative. Any additional expenses including delivery costs incurred to replace all shortage or rejected items rests fully at the Standing Offer Holder's expense.
  10. The Offeror must provide a bill of lading when delivering products;
  11. In the event that a substitute is offered, the good must be of equal or greater quality of the requested item and approved by the Food Services Representative.
  12. Vehicles used for delivery must be dedicated to food products only, refrigerated, and maintain a temperature of 4 ° C (with a permitted deviation of plus or minus 2 ° C).
  13. Final inspection and acceptance of the food products will rest solely with the Technical Authority or his or her representatives at the point of delivery.
  14. The Standing Offer (SO) holder must provide a monthly statement to the Food Services Representative listing all invoices and credits and upon request provide a detailed list of products delivered and returned.

### **Food Deliveries**

1. Deliveries must be made Monday to Friday between 0700 hours and 1600 hours.

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**ANNEX B  
BASIS OF PAYMENT**

Bidders must bid on at least 95% of the items on the attached Excel sheet: 'Dairy and Egg Products M5000-150078' of Annex B: Basis of Payment.

For the purpose of the financial evaluation, any variance in offered formats between offers will be calculated based on the "price per unit of measurement".

Pricing is to remain valid for the entire period of the Standing Offer.

(See attached Excel Spreadsheet for required items and Basis of Payment)

