

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet INDIVIDUAL MEAL PACKS (IMP) 2013	
Solicitation No. - N° de l'invitation W8486-13SP2A/A	Date 2012-02-21
Client Reference No. - N° de référence du client W8486-13SP2A	
GETS Reference No. - N° de référence de SEAG PW-\$\$PD-022-59368	
File No. - N° de dossier pd022.W8486-13SP2A	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-02	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Papineau, Alain	Buyer Id - Id de l'acheteur pd022
Telephone No. - N° de téléphone (819) 956-0389 ()	FAX No. - N° de FAX (819) 956-7356
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en régime
accéléré
11 Laurier St. / 11 rue Laurier
6B3, Place du Portage
Phase III
Gatineau
Québec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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)	
Signature	Date

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	CANADIAN FORCES C/O ROPACK INC 7800 VAUBAN ST ANJOU (MONTREAL) QC H1J 2N1 TEL: (514) 353-7000 EXT. 3422 FAX: (514) 323-2058	W8486	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: NANCY FLOYD, DLP 9-3-3 OTTAWA Ontario K1A0K2 Canada

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Security Requirement
- 1.2 Requirement
- 1.3 Delivery Requirement
- 1.4 Payments
- 1.5 Security

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Note to Tender
- 2.5 CGSB Standards
- 2.6 ASTM Methods and US Military Standards
- 2.7 AOAC Methods
- 2.8 No Substitute Products
- 2.9 Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Technical Evaluation
 - 4.2.1 Mandatory Technical Criteria
- 4.3 Financial Evaluation
 - 4.3.1 Evaluation of Price
- 4.4 Basis of Selection
 - 4.4.1 Basis of Selection - Mandatory Technical Criteria Only

PART 5 - CERTIFICATIONS

- 5.1 Certifications Required with the Bid
 - 5.1.1 Canadian Content Certification
 - 5.1.1.1 Canadian Content Definition
 - 5.1.2 Federal Contractors Program - \$200,000 or more

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Security Requirement
- 6.2 Requirement
- 6.3 Standard Clauses and Conditions
- 6.4 General Conditions
- 6.5 Term of Contract
 - 6.5.1 Delivery Date

- 6.5.2 Option to Extend the Contract
- 6.6 Authorities
 - 6.6.1 Contracting Authority
 - 6.6.2 Project Authority
- 6.7 Contract Administration
- 6.8 Basis of Payment - Firm Price
- 6.9 Limitation of Price
- 6.10 Quality
 - 6.11 Total Quantity
 - 6.12 Quantity Adjustments
- 6.13 Defence Contract
- 6.14 Quality Assurance Authority (DND) - Canadian-based Contractor
- 6.15 ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)
- 6.16 Release Documents (DND) - Canadian-based Contractor
- 6.17 Release Documents - Distribution
- 6.18 Liquidated Damages
- 6.19 Packing and Markings
- 6.20 Preparation for Delivery
- 6.21 Method of Delivery
- 6.22 Delivery
- 6.23 Communication
- 6.24 Replacement of Defective Product
- 6.25 Multiple Payments
- 6.26 Invoicing Instructions
- 6.27 Final Acceptance of Goods
- 6.28 Payments
- 6.29 Certifications
- 6.30 Canadian Content Certification
- 6.31 Applicable Laws
- 6.32 Priority of Documents

List of Annexes:

- Annex A Requirement and Pricing Schedule
- Annex B Addendum to Specifications
- Annex C 2013 IMP Menus
- Annex D Production and Verification Samples
- Annex E Verification Samples Evaluation Method
- Annex F Consignee Verification Method
- Annex G Defective Product Evaluation Process
- Annex H Batch Number Listing
- Annex I Production Schedule Sample
- Appendix 1 Technical Evaluation Plan

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with the requirement.

1.2 Requirement

The Department of National Defence has a requirement for Retort Pouches (Fish) in Individual Meal Packs (IMP). Refer to Annex A and Annex B.

1.3 Delivery Requirement

First Year - Firm Quantities

1st Delivery Period - 06 August and 03 September 2012
2nd Delivery Period - 24 September and 19 October 2012

Second Year - Option Quantities

1st Delivery Period - 05 August and 02 September 2013
2nd Delivery Period - 23 September and 18 October 2013

1.4 Payments

In their submission to the RFP, the bidders must indicate the company's mailing address where payment will be mailed should they be awarded a contract. This address must be included in the contract.

Invoice payments: Remit Payment to (complete address):

1.5 Security

As mentioned at paragraph 4.9 of Annex D, the supplier must identify and submit the procedures put in place to ensure the security of the food and raw material as well as the reliability of their personnel. The procedures will be evaluated and should deficiencies be noted, the successful bidder will be informed. At the time of contract award, he will have to commit to implement a corrective plan.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2008-12-12) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Note to Tender

A copy of the technical information referred to herein will be forwarded to you by the Director of Publishing and Graphics Services, DSCO, National Defence Headquarters.

All questions regarding standards, specifications, and drawings shall be referred to the:

PD/PM PMO NCRP

Telephone: (819) 997-3793

Fax Number: (819) 997-3904

Internet: edith.jutras@forces.gc.ca

Solicitation No. - N° de l'invitation

W8486-13SP2A/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pd022

Client Ref. No. - N° de réf. du client

W8486-13SP2A

File No. - N° du dossier

pd022W8486-13SP2A

CCC No./N° CCC - FMS No/ N° VME

2.5 CGSB Standards

Copies of the CGSB standards are obtainable from:
Canadian General Standards Board
Sales Centre
11 Laurier St
Place du Portage, Phase III, 6B1
Gatineau, QC
K1A 1G6

Tel: (819) 956-0425 or 1-800-665-2472 (Canada Only)
Fax: (819) 956-5644
Website: <http://www.pwgsc.gc.ca/cgsb>

2.6 ASTM Methods and US Military Standards

Copies of ASTM methods and US Military Standards are obtainable from:
IHS Canada
Ottawa Office
1 Antares Drive, Suite 200
Ottawa, ON
K2E 8C4
Canada
Tel: (613) 237-4250 or 1-800-267-8220
Fax: (613) 237-4251
E-Mail: gic@ihscanada.ca
Website: <http://www.ihscanada.ca/>

2.7 AOAC Methods

Copies of AOAC methods are obtainable from:
AOAC International
481 N. Frederick Avenue
Suite 500
Gaithersburg, MD
20877 USA

Tel: (301) 924-7077
Fax: (301) 924-7089
Website: <http://www.aoac.org/>

2.8 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

2.9 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Requirement and Pricing Schedule in Annex A.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria

The Bidder must comply with the technical requirements and all terms and conditions specified in this bid solicitation.

The following mandatory factors will be evaluated:

- Supplier must already be pre-qualified by DND;
- Firm pricing - FOB destination;
- Technical compliance as per Specification D-85-001-069/SF-002 and documentation specified in Annex D , Production and Verification Samples;
- Packaging Requirement as stated in Annex B Addendum to Specifications, Notes 1, 2 and 3;
- Submission of Tender Samples and related documentation as per Annex D , Production and Verification Samples;
- Delivery Requirements as stated in Annex A and Annex B, clause 6.22 Preparation for Delivery, clause 6.20 Method of Delivery, clause 6.21 Delivery and Production Schedule at Annex I;
- Inspection Requirement as per clause 6.15 ISO 9001:2008 Quality Management Systems - Requirements (QAC Q).

4.3 Financial Evaluation

4.3.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

4.4 Basis of Selection

4.4.1 Basis of Selection - Mandatory Technical Criteria Only

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the total lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

SACC Manual Clause 3015T Certifications (2008-12-12)

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

5.1.1.1 Canadian Content Definition

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

5.1.2 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared

non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement associated with the requirement.

6.2 Requirement

The contractor will be required to provide the items in accordance with the technical requirements and quantity stated herein. Refer to Annex A and Annex B.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

6.4 General Conditions

2030 (2011-05-16) General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

Delete: warranty period will be twelve (12) months

Insert: warranty period will be three (3) years

6.5 Term of Contract

6.5.1 Delivery Date

All the deliverables must be received on or before 19 October 2012, as indicated in Delivery Schedule and Production Schedule.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at any time prior to one year after the date of delivery for item 1. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.6 Authorities

6.6.1 Contracting Authority

Solicitation No. - N° de l'invitation

W8486-13SP2A/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pd022W8486-13SP2A

Buyer ID - Id de l'acheteur

pd022

CCC No./N° CCC - FMS No/ N° VME

Client Ref. No. - N° de réf. du client

W8486-13SP2A

The Contracting Authority for the Contract is:

Alain Papineau
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
6B3, Place du Portage, Phase III
11 Laurier Street
Gatineau, QC, K1A 0S5
Telephone : (819) 956-0389 Facsimile: (819) 956-7356
E-mail address: alain.papineau@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.6.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: will be provided at contract award

Title: _____

Organization: _____

Address: _____

Telephone : ____ _

Facsimile: ____ _

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.7 Contract Administration (Supplier)

The following information must be provided:

CRCA Name/Telephone: will be provided at contract award

Substitute CRCA Name/Telephone: _____

Plant Address/Postal Code: _____

E-Mail Address (for all appropriate personnel): _____

6.8 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ (*insert the amount at contract award*). Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.9 Limitation of Price

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.

6.10 Quality

"Items are required for production of an operational meal pack for Canadian Forces personnel serving overseas as well as in Canada". To ensure the best possible shelf life (3 years), manufacturers are required to subject items to the most rigorous quality control. All items shall be hermetically sealed and free from grease, dirt, stains, leakage and foreign material. All items shall be of the latest possible production from date of delivery. All thermally processed pouches shall be of the **latest possible production** from the date of delivery.

At all times, the supplier is responsible to supply product that "**meets or exceeds the approved tender samples**".

6.11 Total Quantity

The total quantity for each item must not be less than the quantity demanded on this RFP, as all items are required for Canadian Forces Combat Rations. Underruns are not acceptable.

The contractor must estimate his defect level and he is responsible for ensuring that sufficient additional product is produced to offset any defective product identified before or after delivery to ensure that contractual quantities are met.

6.12 Quantity Adjustments

PWGSC is authorised to slightly increase the quantities to achieve contracts with even case.

6.13 Defence Contract

The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, and must be governed accordingly.

6.14 Quality Assurance Authority (DND) - Canadian-based Contractor

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
 National Defence Headquarters
 MGen George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, ON K1A 0K2
 E-mail: ContractAdmin.DQA@forces.gc.ca

6.15 ISO 9001:2008 Quality Management Systems - Requirements (QAC Q) (2010-08-16)

6.16 Release Documents (DND) - Canadian-based Contractor

Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.

Material must be released for shipment using either DND form CF 1280, Certificate of Inspection and Release, or a release document containing the same information. The Contractor must prepare the release document(s).

For return of repair and overhaul material to the Canadian Forces Supply System Upgrade, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

6.17 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to:

National Defence Headquarters
 Mgen George R. Pearkes Building
 D Food Svcs / Attention: Mrs. E. Jutras
 101 Colonel By Drive
 Ottawa, ON K1A 0K2

- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian contractors to:

DQA/Contract Administration

National Defence Headquarters
 Mgen George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, ON K1A 0K2
 E-mail: ContractAdmin.DQA@forces.gc.ca.

6.18 Liquidated Damages

1. If the Contractor fails to "deliver the goods" within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of **\$ 7600.32** for each calendar day of delay. The total amount of the liquidated damages must not exceed 10 percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract

6.19 Packing and Markings

Commercial packing and markings on shipping containers are acceptable provided suppliers comply with the following requirements:

1. The manufacturer's batch number, name of the product and number of units per shipping container are clearly identified on each shipping container and shall be easily readable once shipping containers are palletised. Shipping containers shall be sequentially palletised according to batch numbers. **Sequential palletisation** of all lots shall be made in accordance with the production thermo processing numerical order.
2. The number of lots per pallets are as follows:
 - 2.1 for large retort batches (entrée): no more than three (3) lots shall be sequentially palletized on any one pallet except when there is a necessity to break a lot or there has been the obligation to produce a small lot. In this instance only, will a maximum up to five (5) lots be allowed to be sequentially palletised; and
 - 2.2 for small retort batches (entrée): no more than eight (8) lots shall be sequentially palletized on any one pallet except when there is a necessity to break a lot or there has been the obligation to produce a small lot. In this instance only, will a maximum up to nine (9) lots be allowed to be sequentially palletized.
3. Each shipment must include the Batch Number Listing form properly completed which provides pallet number with corresponding fish product batch number, number of cases and total numbers

of pouches as per Annex B. An electronic version of the Batch Number Listing Form in an Excel spreadsheet format must be submitted to the Assembler (jack.vaters@ropack.com) **when the shipment leaves the plant.**

4. Shipping containers are new, and in accordance with CAN/CGSB 43.22-2001, Standard for Corrugated Fibreboard Products, dated Dec 2001, Class 1, Style 1, Code C6, B Flute. The **inside** dimensions shall not exceed 15 3/4" long x 11 1/2" wide x 7 1/8" high.
5. Each shipping container contains a consistent number of pouches for the same type of menu item, ex. 33 chicken breast pouches per shipping container.
6. Each shipping container and its contents shall not exceed a mass of 11.3 Kg (25 lbs).
7. A clearly marked shipping container containing 300 knocked down entrée sleeves is included with first shipment of food products.
8. **Unit loads shall not exceed forty-six (46) inches high, excluding pallet height.** If a supplier cannot meet this requirement an exemption must be requested during the tender period. The demand must include reasons for the exemption request. The PD/PM PMO NCRP will accept or reject the request.

6.20 Preparation for Delivery

1. The suppliers shall contact the Assembler (**Ropack at 514-353-7000 Ext 3422**) to determine a delivery date within the consignee delivery period. **Suppliers must call the Assembler as early as they have established their delivery schedule to assist in delivery dates co-ordination. As well, suppliers must plan with the assembler any additional deliveries outside the established delivery schedule.**
2. Request for proposal for all items are to be called showing preparation for delivery with material shipped on **CPC or CHEP pallets**, size 40" x 48" furnished by the supplier. Material must be properly secured to the pallet either by strapping or stretch wrap.
3. Pallets shall be loaded on trucks in an ascending sequential order starting with first batch number of production and ending with the last batch number of production, which will be available to be off loaded first. Shipment of partial pallets is unacceptable.

6.21 Method of Delivery

All items are to be delivered by road transport and are to be transported in a temperature controlled environment between 7°C to 24°C (45°F to 75°F) to prevent freezing or overheating. If the shipment is not transported in a temperature-controlled environment when it is required, the shipment will be refused.

6.22 Delivery

1. Deliveries shall take place during the Assembler's working hours (07:00 to 15:00 hours).

2. Shipping Address:

Canadian Forces
 C/O Ropack Inc.
 7800 Vauban St.
 Anjou (Montreal), QC
 H1J 2N1
 Telephone No. (514) 353-7000 Ext 3422
 Fax No. (514) 323-2058

3. Delivery of finished product to the Assembler will be accepted unless 25% or more of the shipping cases are damaged. If a small quantity of shipping cases is damaged, the Assembler's representative will note the type of damage and the number of pallets damaged on the waybill. Otherwise, when a shipment shows damage to several pallets, the Assembler's representative will note the type of damage and will indicate on the waybill "damage present in several pallets and details to be provided subject to further inspection". Both the Assembler's and the carrier's representatives will sign the waybill. During the Assembler's routine inspection, should deficiencies be identified with product in damaged shipping containers, it will be the responsibility of the supplier to resolve the problem with his carrier.

4. Delivery Requisite.

You are required to adhere strictly to the delivery terms herein. "Time is of the essence". **Prompt notice in writing shall be given to the Minister of any occurrence causing or likely to cause delay.**

The notice shall provide a description of its work-around plans including alternative sources and any other means that it will utilise to overcome the delay and endeavour to prevent any further delay. The description shall be in form, substance and detail satisfactory to the Minister.

6.23 Communication

Suppliers shall not contact the Assembler except to request pallets and to establish the goods' delivery date within the contractual delivery period.

6.24 Replacement of Defective Product

As a result of the verification conducted by DND and/or the consignee, the following replacement actions will apply:

1. When shortfalls and/or packaging deficiencies are identified and reported to DND, the Authorised DND representatives (PO PMO NCRP and/or PD/PM PMO NCRP) shall base the request for replacement of non-conforming goods on an ESTIMATED AVERAGE OF MISSING GOODS. This measure is applied

in order to avoid any delay in the assembly of Individual Meal Packs. Using this replacement approach protects the contractor against any cost(s) incurred by Canada resulting from any delay(s) during the assembly of ration packs.

2. When a deficiency/problem is identified during verification/inspection of delivered goods, and that there is a need for additional verification/ inspection which exceeds two percent (2%) of the shipment, the supplier will be informed of the problem, and his advice will be requested before additional verification/inspection begins at the Assembler's plant. If requested, DND can obtain a cost estimate from the Assembler.

-
3. If the additional verification/inspection is performed at the Assembler's plant, the manpower cost for the increased workload will be at supplier's expense and invoiced directly by the Assembler.
 4. Should the shipment be returned to the supplier for inspection, transportation costs will be at the supplier's expense.
 5. Additionally, second and subsequent verifications/inspections of defective goods replacement shipments will be at supplier's expense.
 6. The Assembler will directly bill the faulty supplier for the additional work required performing multiple verifications/inspections. DND can obtain a cost estimate from the Assembler if requested in writing by the faulty suppliers.
 7. When a deficiency with a component is identified after the initial or final acceptance or after the meals are assembled, whether the ration packs are at the Assembler's plant or have been distributed to Bases, the supplier shall be responsible to replace defective products, and subject to the type of deficiency, may have to replace the entire production of defective goods. In this instance, the supplier will be responsible for all associated costs, such as labour costs for additional verification/inspection, unpacking/repackaging of meals, disposal of defective product as required, transportation cost to recall distributed defective packs as applicable, and materiel cost for overwrap pouches.
 8. When the defect level is high and/or the defect is identified as being throughout the delivered goods and/or cannot be attributed to a specific batch number, the entire delivery may be returned to the supplier for replacement.
 9. If a contract requirement is overviewed and is identified after the initial or final acceptance of a product, the supplier may be required to replace the defective product.

6.25 Multiple Payments

SACC Manual Clause H1001C Multiple Payments(2008-05-12)

6.26 Invoicing Instructions

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial codes(s);
- (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable, and;
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.

4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

Notes:

- 1. Invoices are not to be submitted prior to shipment of the materiel.
- 2. Transportation Costs must be included in the unit price.
- 3. The contractor shall not invoice or collect any ad valorem sales tax (**PST**) levied by the province in which the goods or taxable services are delivered to federal government departments and agencies under authority of the following provincial sales tax licence: Q-398-SS-3921-1-P
- 4. Suppliers shall not invoice for quantities exceeding the contract quantity or for extrapolated quantities.
- 5. All mail/courier items must include the appropriate section/directorate (D Food Svcs), the addressee's name and phone number. Mail/courier items received without this information may be returned to sender at their expense.
- 6. Receiving hours for courier service is 08:00 to 15:30 hours.
- 7. **The Release Document (CF1280 or DD250) must accompany the invoice otherwise payment will be processed using the receipt date of the last of the two (2) documents.**
- 8. **Partial payment may be made if the majority of the delivered goods are satisfactory and all documents are received as per para 7 above.**

DISTRIBUTION OF INVOICES

The original invoice must be sent to the following address:

MAILING OR COURRIER ADDRESS

National Defence Headquarters
 MGen George R. Pearkes Building
 D Food Svcs (LSTL)/ Attention: Nancy Floyd
 101 Colonel By Drive
 Ottawa, ON K1A 0K2

6.27 Final Acceptance of Goods

In all instances, final approval and acceptance will rest with the PD/PM PMO NCRP. In all instances where shipments deviate from the requirement of the contract the PD/PM PMO NCRP is to be advised, info PO DLP 9-4-3.

6.28 Payments

Company's mailing address where payment will be mailed.

Invoice payments: Remit Payment to (complete address):

will be provided at contract award

6.29 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.30 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.31 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

6.32 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) Annex A, Requirement and Pricing Schedule;
- (b) Annex B, Addendum to Specifications;
- (c) Annex C, 2013 IMP Menus
- (d) Annex D, Production and Verification Samples;
- (e) Annex F, Consignee Verification Method;
- (f) Annex G, Defective Product Evaluation Process;
- (g) Annex I, Production Schedule Sample
- (h) the Contractor's bid dated *(to be completed at award of contract)* “, as clarified on _____” or “, as amended on _____” .

ANNEX A

REQUIREMENT AND PRICING SCHEDULE

Entrées, Fruits & Desserts as per specification D-85-001-069/SF-002, dated 92-06-26, Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches.

First Year - Firm Quantities

Item 1 Salmon with Individually Packaged Zesty Food Seasoning(5.6g) 110g Pouch

Quantity	Unit of Issue	Firm Unit Price/FOB Destination
50,000	Package	\$ _____ (A)

Number of units per shipping container _____

Second Year - Option Quantities

Item 2 Salmon with Individually Packaged Zesty Food Seasoning(5.6g) 110g Pouch

Quantity	Unit of Issue	Firm Unit Price/FOB Destination
0 to 19,999	Package	\$ _____ (B)
20,000 to 29,999	Package	\$ _____ (C)
30,000 to 39,999	Package	\$ _____ (D)
40,000 to 49,999	Package	\$ _____ (E)
50,000 to 59,999	Package	\$ _____ (F)
60,000 to 69,999	Package	\$ _____ (G)
70,000 to 79,999	Package	\$ _____ (H)

Number of units per shipping container _____

Note:

Suppliers must submit unit prices for both item 1 and 2 including all the quantity ranges.

Unit Cost

In his quotation the bidder must calculate the unit cost as FOB destination.

Solicitation No. - N° de l'invitation

W8486-13SP2A/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pd022W8486-13SP2A

Buyer ID - Id de l'acheteur

pd022

CCC No./N° CCC - FMS No/ N° VME

Client Ref. No. - N° de réf. du client

W8486-13SP2A

Formula for evaluating bids:

$$(A \times 0.5) + \left(\frac{B+C+D+E+F+G+H}{3} \times 0.5 \right) = \text{Total average unit price for item 1 and 2}$$

ANNEX B

ADDENDUM to SPECIFICATIONS

NOTE 1

- a. Pouches must conform to Canadian Forces specification D-85-001-015/SF-003 dated 1986-12-30, Specification for Retortable Flexible Foil Laminated Pouch, except for size. Pouches are to be 199 mm \pm 3 mm long by 145 mm \pm 3 mm wide.
- b. As stated at paragraph above, the pouch must conform to Canadian Forces specification D-85-001-015/SF-003 dated 1986-12-30, Specification for Retortable Flexible Foil Laminated Pouch except the following pouch material description must be used vice para 3.2 of the specification:

The pouch shall consist of a laminate of polyester; Biaxial orientated nylon, aluminum foil and polypropylene film from the outside to the inside in the following order:

1. 48 ga. PET
2. Adhesive.
3. 60 ga. Biaxial oriented nylon.
4. Adhesive.
5. 35 ga. Al foil.
6. Adhesive.
7. 300 ga. PPE

The sequence between the nylon and foil can be inverted, hence the structure could be:

48 ga. PET, Adhesive, 60 ga. Biaxial oriented nylon, Adhesive, 35 ga. Al foil, Adhesive and 300 ga. PPE.

The exterior of the pouch shall have an aluminum colour and non-glossy finish. A shiny finish is not acceptable.

- c. The pouch shall be completely closed by heat sealing. The final closure at the filling end of the pouch shall have a seal width of not less than 4 mm and shall be located not more than 30 mm from the end of the pouch nor within 5 mm of the notch on the sides of the pouch. The closure seal shall run parallel to the top edge of the pouch. Pouches having foldover wrinkle and/or entrapped matter (for example, product, moisture, grease etc...) that reduces the seal to less than 4 mm is unacceptable and must be rejected. Pouches with seals having foldover wrinkle and/or entrapped matter (for example, product, moisture, grease etc...) that reduces the closure seal to less than 2 mm must be recorded and the number of pouches reported to PD/PM PMO NCRP and QAR. The acceptable tolerance is 4 mm from perpendicular for pouches processed on all machines except the Swiss Vac and 10 mm from perpendicular for pouches processed on the Swiss Vac machine.
- d. Two sets of tear notches shall be evident on both sides of the pouch and shall be no deeper than 3.5 mm. The seal width behind the notch shall be 3 mm minimum. The second set of notches shall be approximately 4 cm lower than the first set of notches/

- e. The pouch corners and the corner seals must be circular with a radius of up to 25 mm.
- f. Pouch shall not exhibit any defects as listed in para 5.8 of standards CAN/CGSB-32.302-M 87, dated Nov 87, Use of Flexible Laminated Pouches for Thermally Processed Foods.
- g. Any Canadian Government Specification Board (CGSB specification) listed shall be of the latest publication vice the numbers shown at para 2.2 of specification D-85-001-069/SF-002 dated 1992-06-26, Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches when applicable.

NOTE 2

Tender Samples must be submitted in their appropriate cardboard sleeves.

The sleeve must be made of recyclable materials, which shall be unbleached, natural colour (strawboard). The board thickness shall be 0.020-inch minimum vice para 5.1.1 of spec D-85-001-069/SF-002 dated 1992-06-26, Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches.

The end flaps of the sleeves can be folded inside vice being bond as stated in para 5.1.1 of spec D-85-001-069/SF-002 dated 1992-06-26, Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches

NOTE 3

In specification D-85-001-069/SF-002 dated 1992-06-26 the following list of Data Lists are replaced by DL-9690017-1 dated 1996-06-26, Pack Assembly 10 Individual Meal (IMP):

- a. DL-8290060-1
- b. DL-8290061-1
- c. DL-8290062-1
- d. DL-8890127-1
- e. DL-8890127-2

NOTE 4

Amend sub-paras of para 4 Quality Assurance Provision of Specification D-85-001-069/SF-002 dated 1992-6-26, Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches as follows:

- a. Para 4.3.1 p. 29 **delete** first sentence and **insert** "Fifteen production samples of items AA56 shall be selected and submitted to the PD/PM PMO NCRP"

NOTE 5

At para 5.1.1 p. 32 of specification D-85-001-069/SF-002 dated 1992-6-26 Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches at the end of para **add** the following "in French and English".

NOTE 6

Pre-qualification. Retort supplier(s) participating to the Combat Ration Program for the first time will be required to demonstrate that the product(s) conforms to the three year shelf life requested in specification D-85-001-069/SF-002 dated 1992-6-26, Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches. The product(s) will then have to successfully undergo the accelerated shelf life testing performed by/for the DND prior to their acceptance.

Once the product(s) has successfully completed the accelerated shelf life testing performed by/for the DND, the product(s) will be presented during soldiers tasting session for organoleptic evaluation. The purpose of the organoleptic evaluation is to establish product acceptability by the users. Therefore, the methodology used for this evaluation is a consumer panel where each panellist indicates the degree of liking of the sample.

Soldiers tasting session usually occur during the period of March to May of each year. Three Canadian Forces (CF) bases are visited. A taste panel is conducted with the participation of 60 CF members at each location. At the beginning, the evaluators are given a short briefing explaining the goal and procedures of the evaluation session. The evaluators are not informed of the name of the suppliers. Samples are evaluated for their appearance, texture, aroma/flavour and global acceptance. Descriptors are used to assist the panellists in their evaluation. To collect the necessary information we use a questionnaire, which includes a nine point Hedonic scale ranging from 1 to 9. The average is computed, and the passing score is 6.5 for each criterion: appearance, texture, aroma/flavour and global acceptance. Participants can also provide general comments on their evaluation form.

Also, until a company reaches a satisfactory level of confidence with its production, products will have to undergo accelerated shelf life testing before being included on the soldier tasting session. Satisfactory level of confidence with the production means that a company has developed a minimum of 10 accepted products and has demonstrated during the product development process that it can rapidly develop a new formula.

NOTE 7

Every effort must be made to have a continuous production run. When there are split productions runs, first production samples may be shipped to the PMO NCRP Evaluation Centre as indicated at para 8 in Annex D. Also, the company must provide the information requested at para 5.1 in Annex D.

NOTE 8

Use the following description:

a. ITEM Salmon

The Salmon must be prepared from one solid piece of skinless and boneless fish filet of wild or farmed "Chinook" variety. The appearance of brown flesh should be minimized. Farmed "Chinook" salmon is acceptable only when wild "Chinook" salmon is not available because of a government moratorium on fishing this salmon species. On exception only and for production purposes, a second piece of salmon filet can be used to meet the required net weight (should not exceed 35% of the total pouch production). At the time of tender, suppliers must indicate the frequency of use of an additional piece of salmon. Tender samples must be made with the type of salmon that will be used for the production (wild or farmed). Also, the supplier must indicate at time of tender, whether wild or farmed salmon is used for the make-up of tender samples.

Solicitation No. - N° de l'invitation

W8486-13SP2A/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pd022W8486-13SP2A

Buyer ID - Id de l'acheteur

pd022

CCC No./N° CCC - FMS No/ N° VME

Client Ref. No. - N° de réf. du client

W8486-13SP2A

The cooked fish filet must be packaged in a retort pouch in its own juices and free from any smoky flavour. The colour of the raw salmon must be between C5 and C6 according to the ASM1 Chum Colour Chart. The cooked fish filet (post retort), excluding any visible fat, must weigh a minimum of 100g when drained in a Size-20 sieve. The average net weight of the finished product must be 110g.

English Abbreviation: None

French Abbreviation: None

b. Zesty Seafood Seasoning

The Zesty Seafood Seasoning must be a 5.6g package of chili pepper, salt, dehydrated lime juice, and silicon dioxide to prevent caking. It must be packaged in foil and have a shelf life of at least 3 years.

English Abbreviation: None

French Abbreviation: None

NOTE 9

At para 3.2 (a) p.11 of specification D-85-001-069/SF-002 dated 1992-6-26 Specification for meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches, delete section iii. Note that the identification (ID) letter has been deleted from the Canadian forces (CF) code.

NOTE 10

The list of ingredients and the nutritional information printed on the sleeves or insert must be for individual serving of finished (cooked) product. The nutritional information must be provided in accordance with the Canadian Food Inspection Agency's format as follows:

Ingredients/Ingrédients: Enumeration of ingredients/Énumération des ingrédients.

Nutrition Facts	
Valeur nutritive	
Per x g (1 pouch) /par x g (1 sachet)	
Amont	%
Daily Value	
Teneur	% de la valeur
quotidienne	
Calories/Calories x	
Fat/Lipides x g	x %
x %	
Saturated / saturés x g	
+ Trans / trans x g	
Cholesterol / Cholestérol x mg	
Sodium / Sodium x mg	x %
Carbohydrate / Glucides x g	x %
Fibre / Fibres x g	
Sugars / Sucres x g	
Protein / Protéines x g	
Vitamin A / Vitamine A	x %
Vitamin C / Vitamine C	x %
Calcium / Calcium	x %
Iron / Fer	x %

The table above is for purposes of illustration only. Please refer to the 2003 Guide to Food Labelling and Advertising from the Canadian Food Inspection agency, chapter 5, figure 3.1
www.inspection.gc.ca/english/fssa/labeti/guide/ch5e.shtml)

The list of ingredients must also comply to the proposed **New Labelling Requirements for the Food Allergens, Gluten Sources and Added Sulphites**. Please refer to the following link:

http://www.hc-sc.gc.ca/fn-an/label-etiquet/allergen/project_1220_info-eng.php

ANNEX D

PRODUCTION AND VERIFICATION SAMPLES

The cost of shipping first production batch samples is at the supplier's expense. Upon receipt, samples will become DND property and will not be returned to supplier.

First Production Batch Samples

First production batch samples must be collected and shipped in accordance with Specification D-85-001-069/SF-002 Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches dated 1992-06-26 paragraph 4.3 and submitted to the address indicated in Appendix 1, at paragraph 1.17 Tender Samples.

When submitting first production batch samples, the letter of compliance accompanying the samples must indicate if additional productions are required.

If there is a production interruption, weekends excluded, the Contractor must communicate with the PD/PM PMO NCRP to determine if the 15 first production batch samples will be required.

Production Evaluation

As a minimum, at the beginning of the production, the Contractor must pull samples, compare them to the approved tender samples submitted with the bid to ensure consistency, and keep meaningful records of the evaluation. Should the Contractor choose to disregard production sampling and/or record keeping, and continue the production, the Contractor will be responsible for any deficiencies, should any unacceptable deviations be identified by DND. During production, the Contractor is also responsible for determining the frequency of testing to ensure consistent production quality.

Changes from Approved Tender Samples are Unacceptable

If any changes from the approved tender sample must be made (change of raw materiel, change of supplier of the raw materiel etc.), details of such change accompanied by proper substantiation and new tender samples, must be submitted to the PD/PM PMO NCRP for evaluation. Authorization must be obtained prior to commencement of production. If production is already under way, the production must cease and the PD/PM PMO NCRP must be advised as above.

First production batch samples are for internal use only, and must not be misinterpreted as being the process for production verification. Verification samples are DND's tool used to spot-check the production being purchased.

The Contractor must:

1. Provide with each delivery of first production batch samples, a certificate stating that product is of the same quality (equal or better) and is fully comparable to the approved tender samples. If there are differences between the tender sample and the production, the Contractor must report them.
2. Provide the following information with the first delivery of the first production batch samples or within two weeks of award of the Contract:

(i) the list of ingredients and the nutrition information in both English and French for each of the awarded items. The nutrition information and the list of ingredients must be provided electronically in Word format to: Ann.Delaney@forces.gc.ca; and

(ii) the results for the nutritional analysis of the following micro and macro nutrients for each item:

Energy content (Atwater)	Copper (mg) (Kcal)
Carbohydrate (g)	Potassium (mg)
Fat (g)(Trans Fat (g))	Zinc (mg)
Protein (g)	Vitamin A (µg RAE)
Moisture (g)	Vitamin D (µg)
Ash (g)	Vitamin E (mg)
Fibre (g)	Vitamin C (mg)
Calcium (mg)	Vitamin B6 (mg)
Magnesium (mg)	Vitamin B12 (µg)
Phosphorus (mg)	Riboflavin(mg)
Sodium (mg)	Niacin (NE)
Iron (mg)	Thiamin (mg)
Manganese (mg)	Folate (µg)

Standard analytical methods (including AOAC methods described in Official Methods of Analysis of the Association of Official Analytical Chemists, 18th edition, 1st revision, 2006) must be used.

Previous nutritional analysis reports will be acceptable provided that:

1. the reports are dated;
2. the formulation (recipe) has not changed;
3. the report is not older than five years.

If the above information is not available in the stated time frame, the company must provide the time frame when DND will receive the requested information.

2. Verification Samples

Verification samples must be collected in accordance with D-85-001-069/SF-002 Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches dated 1992-06-26 paragraph 4.5 and will be evaluated as per Annex E.

The verification samples must be shipped to the following location accompanied by a letter, which must include the selected batch numbers:

National Defence Headquarters
 DCOS(Mat)
 Mat J4 Food Svcs (LSTL Building)
 PMO NCRP Evaluation Centre
 45 Boul. Sacré-Cœur
 Gatineau, QC.
 J8X 1C6
 C/O Ann Delaney or Jeff Morren

Solicitation No. - N° de l'invitation

W8486-13SP2A/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pd022W8486-13SP2A

Buyer ID - Id de l'acheteur

pd022

CCC No./N° CCC - FMS No/ N° VME

W8486-13SP2A

ANNEX E

VERIFICATION SAMPLES EVALUATION METHOD

This annex describes the verification method used at the PMO NCRP Evaluation Centre during the evaluation of verification samples.

PMO NCRP personnel (PD/PM and/or Technical Assistant (TA)) will evaluate verification samples by comparing them to the approved tender samples. Results will be registered and will form the basis for product acceptance. The QAR will be informed of the results and will be authorized to release product for shipment or withhold the shipment if product is unacceptable. If product is unacceptable, the appropriate course of action will be determined by the severity of the non-conformance.

ANNEX F

CONSIGNEE VERIFICATION METHOD

This annex describes the verification method used at the Assembler's plant. The Assembler will be responsible for the merchandise received, but is not responsible for the quality of the food inside the retort pouch. Therefore, in addition to any verification performed before delivery and as indicated in the assembly contract, the Assembler will check all received goods. To ensure that delivered retort pouches are satisfactory, the verification will include a physical count, as well as a visual inspection of the items received, which will be performed as follows:

A. Verification

The Assembler will randomly select samples from incoming goods. The routine sampling size will be at least one case per pallet. Cases sampled must be opened and the contents removed. Samples must be inspected for the following, that:

1. the number of items per case matches the quantity marked on the case;
2. the sleeve is clean and free of defects;
3. the pouches have not leaked or are not bloated;
4. the batch number is on the cardboard sleeve, and that it matches the batch number printed on the pouch and the shipping case; and
5. the batch number printed on the shipping case matches the number written on the Batch Number Listing Form.

B. Verification Results

Verification results will be interpreted as follows:

1. if there are no non-conformance identified, and if the number of units per case is equal or greater than the quantity ordered there will be no further verification by the consignee;
2. if a non-conformance is detected and/or if the number of units per case is inferior to the quantity ordered, the sampling size for verification will increase to 2% in order to verify the extent of the problem. Any sampling greater than two percent will require approval by the Project Authority.

C. Corrective Measures

As a result of the consignee verification, the following actions will apply:

1. When shortfalls and/or packaging deficiencies are identified and reported to the Project Authority, the request for replacement of non-conforming goods must be based on an estimated average of missing goods. This measure is applied in order to avoid any delay in the assembly of Individual Meal Packs. Using this replacement approach protects the contractor against any cost(s) incurred by Canada resulting from any delay(s) during the assembly of ration packs.

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2. When a deficiency/problem is identified during verification/inspection of delivered goods, and that there is a need for additional verification/inspection which exceeds 2% of the shipment, the manpower cost for the increased workload will be at Contractor's expense if the verification/inspection is performed at the Assembler. Should the shipment be returned to the Contractor for inspection, transportation costs will be at the Contractor's expense. The Contractor will be informed of the problem, and his advice on additional inspection will be requested before additional verification/inspection begins at the Assembler's plant.
3. When a deficiency with a component is identified after the meals are assembled, whether the ration packs are at the Assembler's plant or have been distributed to Bases, the Contractor must replace defective products, and subject to the type of deficiency, may have to replace the entire production of defective goods. In this instance, the Contractor will be responsible for all associated costs, such as labour costs for additional verification/inspection, unpacking/repackaging of meals, disposal of defective product as required, transportation cost to recall distributed defective packs as applicable, and material cost for overwrap pouches.
4. When the defect level is high and/or the defect is identified as being throughout the delivered goods and/or cannot be attributed to a specific batch number, the entire delivery may be returned to the Contractor for replacement at the Contractor's expense.
5. If a contract requirement is overlooked and is identified after the initial or final acceptance of a product, the Contractor may be required to replace the defective product at the Contractor's expense.

ANNEX G

DEFECTIVE PRODUCT EVALUATION PROCESS

This annex describes the verification method used at the PMO NCRP Evaluation Centre during the evaluation of identified defective product. When the PMO NCRP personnel identifies a batch and/or a product as failing or being borderline on any of the criteria of appearance, aroma, texture, flavor or any combination of the criteria, the PD/PM PMO NCRP will initiate one or several of the following measures according to the severity of the defect:

- a. the defective product may be quarantined; and/or
- b. the offending batch may be rejected or investigated further; and/or
- c. the Contractor may be asked to investigate adjacent batches until acceptable product is obtained; and/or
- d. the PD/PM may ask for samples of Contractor's declared acceptable product for verification; and/or
- e. two members from PMO NCRP, the PD/PM and/or the TA, with one other Food Services employee may evaluate any defective batch/product and/or adjacent batches.

During the evaluation, when the offending product is found uneatable or unacceptable (the defect makes the product unusable), one defective pouch identified in the randomly selected pouches will bring a reject of the entire batch, and any further testing of that batch will cease.

When three batches from the same production shift or day's production have been rejected the entire shift or day's production will be rejected and any further testing of that shift or day will cease.

When production of the three production shifts or production days have been rejected the entire production will be rejected and any further testing will be terminated.

When batches are rejected, new product replacements will be required and the Contractor will provide instructions on the disposal of the rejected batches.

In addition, during the evaluation mentioned in paragraph above, as soon as inconsistency of quality is found between batches and or within batches, the entire production will be rejected and there will be no further testing as indicated in specification D-85-001-069/SF-002, Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches, dated 1992-06-26, paragraph 4.5.3. New replacement product will be required and the Contractor will provide instructions for the disposal of the rejected batches/production at the Contractor's expense.

TECHNICAL EVALUATION PLAN

The cost of shipping samples is at the Contractor's expense. Upon receipt, samples will become DND property and will not be returned to the Contractor.

1. Tender Samples

30 pouches of each of all the items (pouched meat, poultry and fruit) must be submitted for evaluation as per Annex D. In accordance with the Canadian Food Inspection Agency requirement, a random sample of a minimum of one pouch per retort basket of each menu item must be incubated for 10 days at 37oC.

To be evaluated, tender samples must:

1.1 Be selected from the same batch number, printed with the production code on each tender sample retort pouch and printed with the name of the product on each retort pouch sleeve.

1.2 Be accompanied with a statement attesting:

a. that each menu item complies with all requirements of all applicable specifications and/or descriptions and attesting that incubation has been completed as per paragraph 1 above to verify their safety;

b. to the quantity of pouches per shipping container in the following two documents: the statement for the Evaluation Centre and the answer to the bid solicitation.

1.3 A certificate from the packaging material supplier or an independent laboratory report indicating that the packaging material meets the quad pouch requirements described in the Contract. If there is no change in the packaging material and/or the packaging material supplier, the same certificate is valid for five years.

1.4 A list providing the following information on raw material used in the making of tender samples and during production:

- the fish supplier's name;
- the retorter's name;
- the salmon colour number; and
- the variety and type of salmon (wild or farmed Chinook).

1.5 Include a production schedule as mentioned in para 6.7 of Annex A and to be completed according to Annex I.

1.6 Include a statement indicating the name of the Contractor's Representative and the alternate.

1.7 Include an example of the Nutritional Information to be printed on the sleeve or an insert. The nutritional information must be in compliance with Annex B Note 11 and must also be provided electronically to the following e-mail address: Ann.Delaney@forces.gc.ca.

1.8 The procedures in place that ensure the security of the finished products as requested in paragraph 9 of Annex A.

1.9 Be packaged in its cardboard sleeve. The sleeve must be made of recyclable materials, which must be unbleached, natural colour (strawboard). The board thickness must be 0.020-inch

minimum vice para 5.1.1 of spec D-85-001-069/SF-002 dated 1992-06-26, Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches.

1.10 Be properly labelled or a draft of the final label to be used must be on each pouch and cardboard sleeve.

1.11 Be received at PMO NCRP Evaluation Centre (45 Boulevard Sacré-Cœur) on the closing date.

1.12 Be shipped to the following address:

National Defence Headquarters
DCOS(Mat)
Mat J4 Food Svcs (LSTL Building)
PMO NCRP Evaluation Centre
45 Boul. Sacré-Cœur
Gatineau, QC.
J8X 1C6
C/O Ann Delaney or Jeff Morren

In order to ensure that the closing date and time is met, the supplier must send the samples via a courier that uses a shipment tracking system.

1.13 When the submission of a second set of tender samples is required, the bidder must again submit with all the above information requested.

Tender Samples Evaluation Method

This describes the tender sample evaluation process used at the PMO NCRP Evaluation Centre during the bid evaluation process of Combat Ration components.

A. Documentation and Physical Evaluation

Once tender samples are received at the Evaluation Centre, the following steps are followed:

1. verification that closing deadline is met. If tender samples arrive at the Evaluation Centre after the closing deadline, the submission is disqualified;
2. verification that all the requested documentation is included with the tender samples received at the Evaluation Centre. Failing to provide all the requested documentation disqualifies the submission;
3. verification that all the physical characteristics listed in the bid solicitation (ex. size of packet, weight etc.) have been implemented. If any of the physical characteristics do not meet the requirement of the bid solicitation, the submission is disqualified; and
4. organoleptic evaluation sessions are conducted on compliant tender samples.

B. Organoleptic Evaluation Session

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1. Organoleptic evaluation session history. Each year the Project Leader PMO NCRP requests military volunteers to participate in the sensory evaluation of tender samples. Panellists are therefore staff members working at the Louis St Laurent Building, where the Evaluation Centre is located.
 2. Choice of test methodology and required score. The purpose of the test is to establish the acceptance of tendered products for Individual Ration Packs by the users. Therefore, the methodology used for this evaluation is a consumer panel where there is no requirement to choose a preferred sample but where each panellist indicates the degree of liking of a sample. To collect the necessary information a questionnaire is used, which includes a nine point Hedonic scale ranging from 1 to 9. The average is computed, and the passing score is 6 for each criterion: appearance, texture aroma/flavour and global acceptance.
 3. Conduct of taste panels/Retention of tender samples. Twelve volunteers are asked to evaluate up to seven products per sitting. At the beginning, the evaluators are given a short briefing explaining the goal and procedures of the evaluation session. The evaluators are not informed of the name of the bidders. Tender samples are evaluated for their appearance/aroma, texture, flavour and global acceptance. A scale and descriptors are used to assist the panellist in their evaluation. Participants can also provide general comments on their evaluation form. Once a Contract is awarded, approved tender samples are retained and distributed to appropriate personnel who are responsible to conduct the comparison between the approved tender sample and the production end product.