

**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**

<b>Title - Sujet</b> FOOD COMPONENTS - INDIV. MEAL PACKS	
<b>Solicitation No. - N° de l'invitation</b> W8486-14SP1B/B	<b>Date</b> 2013-06-13
<b>Client Reference No. - N° de référence du client</b> W8486-14SP1B	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-758-62907	
<b>File No. - N° de dossier</b> pr758.W8486-14SP1B	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-07-02</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Mitchell(PR Div.), Melanie	
<b>Buyer Id - Id de l'acheteur</b> pr758	
<b>Telephone No. - N° de téléphone</b> (819) 956-4035 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  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**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<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</b> <b>(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>

**Issuing Office - Bureau de distribution**  
Clothing and Textiles Division / Division des vêtements et  
des textiles  
11 Laurier St./ 11, rue Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5



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) , QUEBEC H1J 2N1	W8486	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTENTION: NANCY FLOYD DLP 3-4-5 (LSTL) OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination		Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	Wildberry Yogurt Protein Drink	D - 1	W8486	220032	Each	\$	\$		See Herein	

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Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

pr758

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Department of National Defence has a requirement for yogurt protein drinks in individual portion packet as described herein in Annex A and Annex F.

#### **2.1 Delivery Requirement**

##### **For IMP14**

September 9 to September 13, 2013 - Yogurt Protein Drink

##### **For IMP15**

September 8 to September 12, 2014 - Yogurt Protein Drink

### **3. Communications Notification**

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

### **4. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### **1.1 SACC Manual Clauses**

B4024T (2006-08-15), No Substitute Products

## **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 to PWGSC will not be accepted.

## **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

### **3.1 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 Contracting Authority.

### **3.2 CGSB Standards**

A copy of the standards referred to in the bid solicitation are available and may be purchased from:

Canadian General Standards Board Sales Centre  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5644

E-mail: [ncr.cgsb-ongc@pwgsc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)

CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>

### **3.3 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](mailto:gic@ihscanada.ca)

Website: <http://www.ihscanada.ca/>

### **3.4 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/>

## **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of 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**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid ( 2 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;

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, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

### **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.

Contractor's Representative

The following information must be provided:

Name/Telephone \_\_\_\_\_

Plant Address/Postal Code: \_\_\_\_\_

E-Mail Address (for all appropriate personnel): \_\_\_\_\_

### **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):

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

### **Identification of Safety Procedures**

The bidder must identify and submit the procedures put in place to ensure the safety of the food and their 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, he will have to commit to implement a corrective plan.

## **Tender Samples**

For all items for which a bid is submitted, 30 packets of each product must be provided at bid closing in accordance with Appendix 1 for evaluation purposes.

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Pricing at Annex G. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

#### **1.1 SACC Manual Clauses**

C3011T (2010-01-11), Exchange Rate Fluctuation

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **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.

(c) The evaluation team will determine first if there are three (3) 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 three 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 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

#### **1.2 Financial Evaluation**

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.

## **2. Basis of Selection**

### **2.1 Basis of Selection - Multiple Items**

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 lowest evaluated price on an item by item basis will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

**1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies,

firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## **2. Additional Certifications Required with the Bid**

### **2.1 Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **2.1.1 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.)

Further information on the FCP is available on the HRSDC Web site.

## **2.2 Certifications Required with the Bid**

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

### **2.2.1 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 for items with a certification that the item(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 item(s) offered being treated as non-Canadian goods.

"Bidders must clearly identify beside each item listed in the bid solicitation document which items meet the definition of Canadian good and complete the following certification."

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The Bidder certifies that:

( ) the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T or clause .1.1.1

## **2.3 SACC Manual Clauses**

A3050T (2010-01-11), Canadian Content Definition

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

## **2. Requirement**

The Contractor must provide the items in accordance with the Requirement at Annex "A" and the Addendum to Specifications at Annex F.

## **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.

### **3.1 General Conditions**

2010A (2012-11-19) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Under Section 9 Warranty:

Delete: warranty period will be twelve (12) months

Insert: warranty period will be four (4) years

## **4. Term of Contract**

### **4.1 Delivery Date**

All the deliverables must be received on or before September 13, 2013 as indicated in Annex E, Production Schedule.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Melanie Mitchell  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Clothing and Textile Division  
6A2-18, Phase III, Place du Portage  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Telephone: (819) 956-4035  
Facsimile: (819) 956-5454  
E-mail address: melanie.mitchell@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

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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.

## 5.2 Project Authority

The Project Authority for the Contract is:

Name: *(to be completed at contract award)*

Title: \_\_\_\_\_

Department: \_\_\_\_\_

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.

## 5.3 Contractor's Representative *(please complete)*

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

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

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

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

## 6. Payment

### 6.1 Basis of Payment - Firm Price or Firm Lot Price

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

### 6.2 Limitation of Price

SACC Manual Clause C6000C (2011-05-16), Limitation of Price

### 6.3 Method of Payments

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

## 6.4 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor *(if applicable)*

## 7. 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.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

National Defence Headquarters  
DLP 3-4-5 (LSTL)  
Attention: Nancy Floyd  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

- 8.1 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 entire contract period. 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.

## 8.2 SACC Manual Clauses

SACC Manual clause    A3060C                      2008-05-12                      Canadian Content Certification

## 9. 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 \$ 7,600.32 for each calendar day of delay. The total amount of the liquidated damages must not exceed five (5) 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.

## 10. Applicable Laws

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

## 11. Quantity Adjustments

PWGSC is authorised to slightly increase the quantities to achieve a contract with even cases.

## 12. Total quantity

The total quantity for each item must not be less than the quantity demanded, as all items are required for Canadian Forces Combat Rations. Under runs are not acceptable. The Contractor must estimate the defect level and is responsible for ensuring that sufficient additional product is produced to the offset any defective product identified before or after delivery to ensure that contractual quantities are met.

## 13. Preparation for Delivery

1. The suppliers must 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.

2. Each delivery to the Assembler must be accompanied with a hard copy letter, on firm's letterhead, which certifies that the product delivered has been tested, complies with the specification and compares to the approved tender sample. The Assembler will keep all certifications.

3. Delivery is FOB destination as per clause **D4001C (2008-12-12) Shipping Instructions - Delivery at Destination**. The Contractor must organize shipments early enough to allow sufficient time to meet its delivery percentage for each of the assigned delivery period.

4. All items are to be called showing preparation for delivery with material shipped on DND, full top and bottom, 4 way entry wood pallets size 40" x 48" distributed by the Assembler. Material must be properly secured to the pallet either by strapping or stretch wrap.

### 4.1 DND pallet description:

Pallet, Wood, Material Handling, general purpose, 4-way entry, double-face reversible, solid deck, 40 in. width by 48 in. length by 5/8 in. thick, Western White Spruce plywood or 1/2 in. thick if Douglas BC Fir. Sheeting grade plywood: 2 piece required; blocks 4 in. by 4 in. by 6 in. long with 6 in. dimension running

parallel to the length of the deck (48 in.): Total 9 pieces required. Helically Threaded Nails 2 ½ in. ardox or equivalent required.

5. The Contractor must **contact ROPACK** at (514) 353-7000 Ext 3422 to request pallets. The Contractor must confirm by letter or Fax (514) 323-2058, the contract No, the number of pallets required and the complete address where the pallets are to be shipped. The Contractor must provide to the Assembler a notice of at least 30 days. This leeway is necessary to allow sufficient time for the preparation and delivery of pallets in order to enable the Contractor to meet their mandatory delivery date. The Contractor will be responsible for pallet transportation cost.

6. Pallets must 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.

7. Pallets that are not used must be returned to the Assembler (Ropack). The Contractor will be charged the cost of \$86.15 plus tax for each pallet not returned or lost. Payment for the cost of missing pallet(s) will be deducted from the last invoice.

#### 14. 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 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.

#### 15. 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.

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.

The Contractor is required to adhere strictly to the delivery term. Prompt notice in writing shall be given to the Contracting Authority 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 the Contractor 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 Contracting Authority.

5. **ASSEMBLY TIMELINE**

5.1 The combat ration assembly process begins in the first days of 2014; therefore, all combat ration component contracts/standing offers state a specific delivery period to ensure timely receipt and inspection of all components. It is the component suppliers' responsibility to ensure there is sufficient product to sustain the first assembly period and maintain the assembly line thereof. The Assembler will begin the assembly of components as per their contract and the faulty supplier will be responsible for the cost of each day of assembly delay/stoppage. The cost will be established according to the Assembler's cost.

5.2 This clause will also apply if an assembly delay/stoppage occurs during any assembly period. The PD/PM can obtain a cost estimate from the Assembler if requested in writing by the faulty supplier.

6. Each delivery to the assembler must be accompanied with a letter (on firm's letterhead paper), which certifies that the product delivered has been tested, complies with the specification and compares to the accepted tender sample. The Assembler will keep all certifications.

16. **Delivery Schedule and Production Schedule**

1. The following mandatory delivery schedule must be strictly adhered to by the successful supplier(s). If there are any changes in the delivery schedule, PWGSC must be notified.

For IMP 2014:

Wildberry Yogurt Protein Drink September 9 to September 13, 2013

For IMP 2015:

## Chilled Cappuccino Yogurt Protein Drink

September 8 to September 12, 2014

2. Should the last delivery take place after **September 13, 2013** and should the new delivery date cause the Assembler to interrupt a plant closure, the Contractor is responsible to pay the Assembler directly for any recall of personnel in accordance with the Assembler's recall rate. If applicable, the Assembler will invoice directly the Contractor.
3. If a problem occurs during production, and/or if deficiencies are identified before shipment, the Contractor will be responsible to warehouse the product until the problem is resolved. "DND will provide information about rejected products as soon as practicable including reasons for the reject. HOWEVER, ONCE A PRODUCT IS REJECTED IT IS THE SUPPLIER'S RESPONSIBILITY TO TAKE THE CORRECTIVE MEASURES TO FULFIL THE CONTRACT. DND will assist Contractors in their search of resolution to any problems, as resources are available, BUT THE RESOLUTION OF PROBLEMS INCLUDING ALL COSTS REMAINS THE CONTRACTOR'S RESPONSIBILITY. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO SUPPLY PRODUCT THAT MEETS OR EXCEEDS THE APPROVED TENDER SAMPLES.
4. Any production changes or delays must be identified and substantiated to the PD/PM through PWGSC.
5. In addition to any verification performed before the delivery, the Assembler will check received goods as per Annex C.

**17. Production Schedule**

17.1 The Production Schedule at Annex E must be completed and included with the delivery of tender samples. Also, the Production Schedule must allow sufficient time for the Contractor to receive the verification sample test results before any product is shipped. Meticulous planning is required to ensure all contract obligations are adhered to. Specific dates must be listed for each item. Conditional dates are not acceptable.

17.2 This schedule forms part of the Contract. Therefore, if during the production there are any deviations, the Contractor must inform the PD/PM PMO NCRP, QAR and Contracting Authority. A waiver may be required from the Contracting Authority. A copy of the production schedule must be included in the proposal.

17.3 During the length of the production period, on the first Thursday of each month, a monthly production report must be submitted to the PMP NCRP and QAR Representative.

NOTE: The report must be submitted by e-mail to: (will be identified after award)

17.4 Any production change or delay must be identified as early as possible. It must be reported and substantiated to the Project Director (PD) and the Contracting Authority. A new Production Schedule must be proposed to the PD for acceptance. An explicative note clearly indicating the change and the reason(s) for the change must be provided at the time of the request.

**18. Communication**

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

## 19. 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 Articles of Agreement;
- (b) 2010A (2012-11-19), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Production Verification Samples;
- (e) Annex C, Assembler's Verification Method;
- (f) Annex D, Batch Number Listing Form;
- (g) Annex E, Production Schedule;
- (h) Annex F, Technical Specifications;
- (i) Annex G, Pricing
- (j) the Contractor's bid dated *(to be completed at award of contract)*

## 20. SACC Manual clause

A9006C	2012-07-16	Defence Contract
D2000C	2007-11-30	Marking
D9002C	2007-11-30	Incomplete Assemblies
D6010C	2007-11-30	Palletization
G1005C	2008- 05-12	Insurance
D5510C	2012-07-16	Quality Assurance Authority (DND) - Canadian-based Contractor <i>(if applicable)</i>
D5515C	2010-01-11	Quality Assurance Authority (DND) - Foreign-based and United States Contractor <i>(if applicable)</i>
D5540C	2010-08-16	Quality Management Systems - Requirements (QAC Q)
D5604C	2008-12-12	Release Documents (DND) - Foreign-based Contractor <i>(if applicable)</i>
D5605C	2010-01-11	Release Documents (DND) - United States-based Contractor <i>(if applicable)</i>
D5606C	2012-07-16	Release Documents (DND) - Canadian-based Contractor <i>(if applicable)</i>

## 21. 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  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

DLP 3-4-5 LSTL  
Attention: Nancy Floyd

(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.

Solicitation No. - N° de l'invitation

W8486-14SP1B/B

Amd. No. - N° de la modif.

File No. - N° du dossier

pr758W8486-14SP1B

Buyer ID - Id de l'acheteur

pr758

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

W8486-14SP1B

CCC No./N° CCC - FMS No/ N° VME

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**FOR ALL ANNEXES, PLEASE REFER TO THE ATTACHMENT**

**ANNEX A**

**REQUIREMENTS FOR PROVISION OF  
PROTEIN DRINKS FOR THE INDIVIDUAL MEAL PACK (IMP)**

**1. Objective**

This document provides information on the Canadian Forces' need to purchase protein drinks for the IMPs.

**2. Background**

Each year, the National Combat Ration Program produces IMPs that are used for training exercises, deployed operations or in emergency situations when the situation does not permit the use of fresh rations. The IMP consists of an average of 20 food and non-food items packaged in an overwrap bag.

The IMP components are shipped to the Assembler. Their task consists of inserting all the individual components inside the overwrap. The combat ration assembly process will begin in the first days of 2014. All IMP component contracts state a specific delivery period to ensure timely receipt and inspection of all components. It is the component supplier's responsibility to ensure there is sufficient product to sustain the first assembly period and maintain the assembly line.

**3. Scope of Work and Tasks**

The work involved includes the production of protein drinks, shipment of these items to the Assembler according to the delivery schedule (Annex E) indicated in the contract and replacement of all defective products.

**4. Quantities for IMP14 (1<sup>st</sup> year of contract)**

Description	Quantity
Wildberry Yogurt Protein Drink / Boisson protéinée au yogourt et fruits sauvages Pouch / Sachet 28g	220 032

**Quantities for IMP15 (2<sup>nd</sup> year of contract)**

Description	Quantity
Chilled Cappuccino Protein Drink / Boisson protéinée – Cappuccino frappé Pouch / Sachet 28g	TBD

**5. 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 must be hermetically sealed and free from grease, dirt, stains, leakage, folds and foreign material. All items must be of the latest possible production from date of delivery and must be produced during the year of scheduled delivery. At all times, the supplier is responsible to provide product that meets or exceeds approved the tender sample.

**6. Communication**

The Supplier must not contact the Assembler except to request pallets and to establish the deliver date of goods during the contract delivery period.



**7. Replacement of Defective Product**

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

- 7.1 When shortfalls and/or packaging deficiencies are identified and reported to DND, the PO PMO NCRP and/or PD/PM PMO NCRP will 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 IMPs. Using this replacement approach protects the Supplier against any cost(s) incurred by Canada resulting from any delay(s) during the assembly of ration packs.
- 7.2 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 Supplier 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. If requested, DND will obtain a cost estimate from the Assembler.
- 7.3 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.
- 7.4 Should the shipment be returned to the Supplier for inspection, transportation costs will be at the Supplier's expense.
- 7.5 Additionally, second and subsequent verifications/inspections of defective goods replacement shipments will be at Supplier's expense.
- 7.6 When a deficiency with a component is identified after the initial or final acceptance or after the IMPs are assembled, whether the ration packs are at the Assembler's plant or have been distributed to Bases, the Supplier must 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.
- 7.7 In support of the ration assembly operation, the contractor will replace, based on factual results obtained from the first assembly period, the extrapolated number of goods necessary to successfully conclude the project. The contractor will ship replacement goods before the end of the second assembly period of meals containing the product. This date will be indicated in the request for replacement.
- 7.8 If a contract requirement is overviewed 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.

**8. 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 and PO PMO NCRP are to be advised through PWGSC.

**9. Shipping**

Every effort must be made to minimize the number of shipments per item.

**ANNEX B  
PRODUCTION AND VERIFICATION SAMPLES**

**First Production Batch 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 must be collected for each contracted item.

**Production Evaluation**

As a minimum, at the beginning of the production, the Supplier 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 Supplier choose to disregard production sampling and/or record keeping, and continue the production, the Supplier will be responsible for any deficiencies, should any unacceptable deviations be identified by DND. During production, the Supplier is also responsible for determining the frequency of testing to ensure consistent production quality.

**Changes from Approved Tender Samples**

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 through PWGSC 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 through PWGSC.

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 Supplier must:**

1. Submit 15 first production batch samples selected from the first accepted production batch.
2. Notify the local QAR five (5) working days in advance of the first day of production to arrange for quality assurance and selection of the first batch production samples.
3. Ship to the following address, a maximum of three (3) days from first day of production:

National Defence Headquarters  
DCOS(Mat)  
Mat J4 Food Svcs (LSTL Building)  
PMO NCRP Evaluation Centre  
465 Industrial Avenue  
Ottawa, ON  
K1G 0Z1

C/O Ann Delaney or Julie Brooks

4. Provide quality control documents when requested.
5. Provide with each delivery of first production batch samples, a certificate stating that the 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 Supplier must report them.
6. Email the following information to [Ann.Delaney@forces.gc.ca](mailto:Ann.Delaney@forces.gc.ca) and [Julie.Brooks@forces.gc.ca](mailto:Julie.Brooks@forces.gc.ca):
  - a. a bilingual list of ingredients

- b. the nutritional information for the following micro and macro nutrients (Standard analytical methods including AOAC methods described in Official Methods of Analysis of the Association of Official Analytical Chemists, 18<sup>th</sup> edition, 1<sup>st</sup> revision, 2006 must be used):

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)

This information must be provided within one month of the first production.

Previous nutritional analysis reports will be acceptable provided that:

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

## Verification Samples

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

### 1. Sample Size

Item	Sample Size (packages/batch)
Wildberry Yogurt Protein Drink / Boisson protéinée au yogourt et fruits sauvages	5
Chilled Cappuccino Protein Drink / Boisson protéinée – Cappuccino frappé	5

### 2. The supplier must:

- a. Notify the local QAR five (5) working days in advance of the last day of production to arrange for quality assurance and selection of the verification samples. Samples are to be taken from every day of production. The QAR reserves the right to sample each day of production. Otherwise, the supplier is responsible for the selection of the verification samples.
- b. 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  
465 Industrial Avenue  
Ottawa, ON  
K1G 0Z1

C/O Ann Delaney or Julie Brooks

### **Verification Samples Evaluation Method**

This section 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.

### **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 Supplier may be asked to investigate adjacent batches until acceptable product is obtained; and/or
- d. the PD/PM may ask for samples of Supplier'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 Supplier will provide instructions on the disposal of the rejected batches.

**ANNEX C**  
**ASSEMBLER'S VERIFICATION METHOD**

This annex describes the verification method used at the Assembler's plant. While the assembler will be responsible for the merchandise he receives, he is not responsible for the quality of the food inside the packages. Therefore, in addition to any verification performed before delivery and as indicated in the assembly contract, the Assembler must check all received goods. To ensure that delivered goods 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. Specially Made/Packaged Food Items**

For all products that are specially formulated and/or packaged the Assembler:

1. must randomly select cases from all incoming goods for inspection. Sample size must be at least 0.5% of the quantity received;
2. must open selected cases and remove contents. Selected samples must be inspected for the following:
  - a. product's production code to verify that the product is of the newest production;
  - b. that the number of items per case matches the quantity marked on the case;
  - c. that packets are clean, do not leak nor have a defective seal; and
  - d. that the products are in good condition, i.e. not broken for fragile items (i.e. cookies, chocolate bars, etc.)

**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; and
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 two percent (2%) in order to verify the extent of the problem. Any sampling greater than two percent (2%) will require approval by the PD/PM PMO NCRP.

**C. Corrective measures**

The correctives measures described in Annex A paragraph 7 (Replacement of Defective Product) will apply.

## ANNEX D

### BATCH NUMBER LISTING FORM

[illegible]

This form must have an 8-1/2" x 11" format, lot numbers must be indicated by chronological order and must accompany each delivery.

**ANNEX E  
 PRODUCTION SCHEDULE**

PRODUCTION					PACKING/INSPECTION	
ITEM	QTY	DAYS	FROM	TO	FROM	TO

**Delivery Schedule for IMP14:**

Wildberry Yogurt Protein Drink                      September 9 – September 13, 2013

**Delivery Schedule for IMP15 – Option Quantities:**

Chilled Cappuccino Protein Drink                      September 8 – September 12, 2014

## ANNEX F TECHNICAL SPECIFICATIONS

**Table 1 – Technical Specification for Wildberry Yogurt Protein Drink**

GENERAL		
PRODUCT NAME	Wildberry Yogurt Protein Drink / Boisson protéinée au yogurt et fruits sauvages	
APPLICABLE PUBLICATIONS	1. <a href="#">D-85-001-136/SF-001</a>	Specification for Aluminum Foil Laminate
	2. <a href="#">D-LM-008-036/SF-000</a>	Department of National Defence Minimum Requirements for Manufacturer's Standard Pack
	3. <a href="#">ASTM-D-3078</a>	Standard Test Method for Determination of Leaks in Flexible Packaging by Bubble Emission
	4. <a href="#">MIL-STD 3010, Test Method 2065</a>	Test Procedures for Packaging Materials - Puncture Resistance
	5. Canada's Food and Drugs Act and Regulations	
REQUIREMENTS		
PRODUCT	<ul style="list-style-type: none"><li>- must have a wildberry yogurt flavour and be a light pink colour</li><li>- water soluble, must easily dissolve after 1 minute of vigorous shaking</li><li>- the beverage must be a minimum of 100 calories and 18g protein</li></ul>	
MINIMUM NET WEIGHT	28g	
SHELF LIFE	3 years	
PACKAGING		
INNER DIMENSIONS	18cm ±1 cm long x 13cm ±1 wide	
SEALS	<ul style="list-style-type: none"><li>- Heat seals on back of pouch are not acceptable.</li><li>- Seals must be a minimum of 5mm wide</li><li>- Packet must have smooth continuous seal on all four edges or a min of three edges if one edge is folded</li><li>- Seal must not discolour the packaging</li></ul>	
MATERIAL	<ul style="list-style-type: none"><li>- Must comply with the Food and Drugs Act and Regulations, Division 23</li><li>- Made according to publication #1</li><li>- Packaging must not rupture or suffer a loss of integrity when tested in accordance with applicable publication #3</li><li>- packaged in a stand up pouch with a zip lock</li></ul>	
COLOUR	Tan (Pantone No. 7501 U)	
FINISH	Matte	
PRINTING COLOUR	Black (Pantone No. Black U or Black C)	
NOTCHES	'V' or 'U' shaped tear notches which do not affect the integrity of the perimeter seal must appear on both sides of the pouch below the closure seal.	
PUNCTURE RESISTANCE	≥ 3lbs (when tested in accordance with applicable publication #4)	
TOTAL BULK VOLUME	Excess air in pouches shall be removed before sealing.	
LABELLING		
LAYOUT	<p>The following information must appear on the package in the same order:</p> <ul style="list-style-type: none"><li>- Product Name in English</li><li>- Maple Leaf Drawing</li><li>- Product Name in French</li><li>- Water Level Indicator</li><li>- Bilingual Instructions</li><li>- Name of Supplier</li><li>- Net weight (in grams, no decimal)</li><li>- Bilingual list of ingredients (on the back of package)</li><li>- Bilingual nutrition information (on the back of package)</li><li>- Production code printed or embossed on the seal</li></ul>	
PREPARATION INSTRUCTIONS AND WATER LEVEL INDICATOR (DOTTED LINE)	<ul style="list-style-type: none"><li>- A dotted water level line must be printed across the width of the pouch to indicate the water level for rehydration of the protein drink. The water level must be determined by the supplier.</li><li>- Bilingual preparation instructions must be printed on the pouch as follows:</li></ul> <p>Open bottom of pouch, add cold water to the line, zip tight and shake. Écarter les côtés de la base de sachet, ajouter de l'eau froide jusqu'à la ligne, fermer le zip et agiter.</p>	
LIST OF INGREDIENTS AND NUTRITIONAL INFORMATION	<ul style="list-style-type: none"><li>- Must be bilingual</li><li>- Must meet the Food and Drug Act and Regulations</li><li>- Must be provided in accordance with the Canadian Food Inspection Agency's format.</li><li>- Must comply with the proposed New Labelling Requirements for the food allergens, gluten sources and added sulphites.</li></ul>	
CF PRODUCTION CODE	<ul style="list-style-type: none"><li>- If embossed, it must be located on the package's seal only.</li><li>- Is to be composed in the following manner:<ul style="list-style-type: none"><li>- the first two digits shall represent the year of production</li><li>- the next three digits shall represent the date of packaging with the Julian date</li><li>- the last digit shall represent the batch number</li></ul></li><li>- if commercial product is submitted, a code interpretation must also be provided.</li></ul>	



**Table 2 – Technical Specification for Chilled Cappuccino Protein Drink**

GENERAL		
PRODUCT NAME	Chilled Cappuccino Protein Drink / Boisson protéinée – Cappuccino frappé	
APPLICABLE PUBLICATIONS	1. <a href="#">D-85-001-136/SF-001</a>	Specification for Aluminum Foil Laminate
	2. <a href="#">D-LM-008-036/SF-000</a>	Department of National Defence Minimum Requirements for Manufacturer's Standard Pack
	3. <a href="#">ASTM-D-3078</a>	Standard Test Method for Determination of Leaks in Flexible Packaging by Bubble Emission
	4. <a href="#">MIL-STD 3010, Test Method 2065</a>	Test Procedures for Packaging Materials - Puncture Resistance
	5. Canada's Food and Drugs Act and Regulations	
REQUIREMENTS		
PRODUCT	<ul style="list-style-type: none"><li>- must have a cappuccino flavour and be a light brown colour</li><li>- water soluble, must easily dissolve after 1 minute of vigorous shaking</li><li>- the beverage must be a minimum of 100 calories and 18g protein</li></ul>	
MINIMUM NET WEIGHT	28g	
SHELF LIFE	3 years	
PACKAGING		
INNER DIMENSIONS	18cm ±1 cm long x 13cm ±1 wide	
SEALS	<ul style="list-style-type: none"><li>- Heat seals on back of pouch are not acceptable.</li><li>- Seals must be a minimum of 5mm wide</li><li>- Packet must have smooth continuous seal on all four edges or a min of three edges if one edge is folded</li><li>- Seal must not discolour the packaging</li></ul>	
MATERIAL	<ul style="list-style-type: none"><li>- Must comply with the Food and Drugs Act and Regulations, Division 23</li><li>- Made according to publication #1</li><li>- Packaging must not rupture or suffer a loss of integrity when tested in accordance with applicable publication #3</li><li>- packaged in a stand up pouch with a zip lock</li></ul>	
COLOUR	Tan (Pantone No. 7501 U)	
FINISH	Matte	
PRINTING COLOUR	Black (Pantone No. Black U or Black C)	
NOTCHES	'V' or 'U' shaped tear notches which do not affect the integrity of the perimeter seal must appear on both sides of the pouch below the closure seal.	
PUNCTURE RESISTANCE	≥ 3lbs (when tested in accordance with applicable publication #4)	
TOTAL BULK VOLUME	Excess air in pouches shall be removed before sealing.	
LABELLING		
LAYOUT	<p>The following information must appear on the package in the same order:</p> <ul style="list-style-type: none"><li>- Product Name in English</li><li>- Maple Leaf Drawing</li><li>- Product Name in French</li><li>- Water Level Indicator</li><li>- Bilingual Instructions</li><li>- Name of Supplier</li><li>- Net weight (in grams, no decimals)</li><li>- Bilingual list of ingredients (on the back of package)</li><li>- Bilingual nutrition information (on the back of package)</li><li>- Production code printed or embossed on the seal</li></ul>	
PREPARATION INSTRUCTIONS AND WATER LEVEL INDICATOR (DOTTED LINE)	<ul style="list-style-type: none"><li>- A dotted water level line must be printed across the width of the pouch to indicate the water level for rehydration of the protein drink. The water level must be determined by the supplier.</li><li>- Bilingual preparation instructions must be printed on the pouch as follows:</li></ul> <p>Open bottom of pouch, add cold water to the line, zip tight and shake. Écarter les côtés de la base de sachet, ajouter de l'eau froide jusqu'à la ligne, fermer le zip et agiter.</p>	
LIST OF INGREDIENTS AND NUTRITIONAL INFORMATION	<ul style="list-style-type: none"><li>- Must be bilingual</li><li>- Must meet the Food and Drug Act and Regulations</li><li>- Must be provided in accordance with the Canadian Food Inspection Agency's format.</li><li>- Must comply with the proposed New Labelling Requirements for the food allergens, gluten sources and added sulphites.</li></ul>	
CF PRODUCTION CODE	<ul style="list-style-type: none"><li>- If embossed, it must be located on the package's seal only.</li><li>- Is to be composed in the following manner:<ul style="list-style-type: none"><li>- the first two digits shall represent the year of production</li><li>- the next three digits shall represent the date of packaging with the Julian date</li><li>- the last digit shall represent the batch number</li></ul></li><li>- if commercial product is submitted, a code interpretation must also be provided.</li></ul>	

## APPENDIX 1 TECHNICAL EVALUATION PLAN

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

### 1. Tender Samples

30 packets of each item must be submitted at or before bid closing for evaluation as described below.

To be evaluated, tender samples must:

- 1.1 Be selected from the same batch number and individually printed with the production code
- 1.2 Be accompanied with a statement attesting:
  - a. that each item complies with all requirements of all applicable specifications and/or descriptions
  - b. to the net weight in the following two documents: the statement for the Evaluation Centre and the answer to the bid solicitation.
  - c. to the quantity of packets per shipping container in the following two documents: the statement for the Evaluation Centre and the answer to the bid solicitation.
  - d. production code interpretation if the CF code is not used.
- 1.3 An independent laboratory test report must be provided for protein content for the protein drinks.

The protein content evaluation must be performed on the packaged product with the net weight of the package evaluated indicated on the certificate of analysis.

Should the independent laboratory not follow the testing method listed in the specification it is the responsibility of the supplier to indicate which method was used to carry out the testing and the reason why the indicated method was not used.

If the certificates of analysis are not available at time of tender, the bidder must indicate when the certificate will be available. The Certificate of Analysis must be received prior to the award of contract. Failure to do so will result in the bid being rejected.
- 1.4 A signed certificate from the packaging material supplier indicating that the packaging material has a minimum puncture resistance of 3 pounds for each proposed component. The supplier must indicate on each certificate the name and product identification number for which the packaging material certificate applies. A technical specification sheet for the packaging material must also be provided and signed by the packaging supplier. If there is no change in the packaging material and/or the packaging material supplier, the same certificates are valid for five (5) years.
- 1.5 Include a completed production schedule following the outline in Annex E.
- 1.6 Include a statement indicating the name of the Supplier's Representative and the alternate.
- 1.7 Properly labelled package or a draft of the final label to be used must be on each package as outlined in the technical specification sheet.
- 1.8 Packaged in its required packaging material and free of leaks. A leaking package will automatically result in the product failing.
- 1.9 The supplier must identify and submit the procedures put in place to ensure the security of the food and their 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, he will have to commit to implement a corrective plan.

1.10 Be shipped by the closing date. The samples must be shipped to the following address:

Bid Receiving  
Public Works and Government Services Canada  
11 Laurier St.  
Place du Portage, Phase III  
Core 0A1  
Gatineau, QC  
K1A 0S5

### **Tender Samples Evaluation Method**

The tender samples and the technical information will be evaluated by the Combat Ration Program personnel, using an evaluation grid (refer to Appendix 2). All the evaluation criteria are indicated in the grid. Failure to meet one or several criteria will result in the bid being declared as non-compliant.

If the bid complies with all the technical requirements, a sensory evaluation session will be conducted.

### **Organoleptic Evaluation Session**

Each year the Project Leader PMO NCRP requests military volunteers to participate in the sensory evaluation of tender samples. Panelists are therefore staff members working at the Louis St Laurent Building, where the Evaluation Centre is located.

### **Choice of Test Methodology and Required Score**

The purpose of the test is to establish the acceptance of tendered products for the IMPs 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 panelist 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. Samples which do not receive a passing score of 6 will fail the evaluation. The winning bid will be determined from the samples that receive a passing score.

### **Conduct of Taste Panels/Retention of Tender Samples**

A minimum of three 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 panelist 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.

**WILDBERRY PROTEIN DRINK**

**EVALUATION DATE :**

**BIDDER'S NAME :**

EVALUATION CRITERIA		DESCRIPTION					PASS	FAIL
Closing Date and Time	Met							
Statements from bidder stating:	that each item complies with all requirements of all applicable specifications and/or descriptions							
	the net weight							
	the quantity of packets per shipping container							
	the production code interpretation if the CF code is not used							
	the supplier's representative and alternate							
Certificates	stating the protein content of at least 18g							
	Stating the puncture resistance, must be $\geq 3$ lbs							
	A signed packaging material technical specification sheet							
Label	layout as per specification sheet							
	preparation instructions as per specification sheet							
	Nutrition Facts table and Ingredient List as per CFIA							
	production code as per specification sheet							
Samples	30 packets from same batch and individually printed with product code							
Production Schedule	Completed (Annex E)							
Security Procedure	Provided							
Minimum Net Weight	28g							
Dimension of Packet	18cm $\pm$ 1cm long x 13cm $\pm$ 1cm wide							
Packaging	required material is used and has no leaks							
	tan matte with black ink							
Notches	'V' or 'U' shaped on both sides of package, below the closure seal							

**CHILLED CAPPUCCINO PROTEIN DRINK**

**EVALUATION DATE :**

**BIDDER'S NAME :**

EVALUATION CRITERIA		DESCRIPTION	PASS	FAIL
Closing Date and Time	Met			
Statements from bidder stating:	that each item complies with all requirements of all applicable specifications and/or descriptions			
	the net weight			
	the quantity of packets per shipping container			
	the production code interpretation if the CF code is not used			
	the supplier's representative and alternate			
Certificates	stating the protein content of at least 18g			
	Stating the puncture resistance, must be $\geq 3$ lbs			
	A signed packaging material technical specification sheet			
Label	layout as per specification sheet			
	preparation instructions as per specification sheet			
	Nutrition Facts table and Ingredient List as per CFIA			
	production code as per specification sheet			
Samples	30 packets from same batch and individually printed with product code			
Production Schedule	Completed (Annex E)			
Security Procedure	Provided			
Minimum Net Weight	28g			
Dimension of Packet	18cm $\pm$ 1cm long x 13cm $\pm$ 1cm wide			
Packaging	required material is used and has no leaks			
	tan matte with black ink			
Notches	'V' or 'U' shaped on both sides of package, below the closure seal			

**NOTES**

**APPROVAL**

\_\_\_\_\_  
Édith Jutras  
DP/GP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ann Delaney  
Technical Assistant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Brooks  
Technical Assistant

\_\_\_\_\_  
Date

**APPENDIX 3**  
**D-85-001-136/SF-001 – SPECIFICATION FOR ALUMINUM FOIL**

D-85-001-136/SF-001  
2005-10-19  
SUPERSEDES/REPLACE  
D-85-001-136/SF-001  
1986-08-11

**SPECIFICATION**

**FOR**

**ALUMINUM FOIL LAMINATE**

**1. SCOPE**

1.1 **Scope.** This specification covers the requirements for a heat-sealable aluminum foil laminate that will be used to manufacture pouches for individual food rations.

**2. APPLICABLE DOCUMENTS**

2.1 **Government documents.** The following document forms part of this specification to the extent specified herein. Unless otherwise specified, the issue or amendment effective for a particular contract shall be that in effect on the date of the invitation to tender.

**SPECIFICATIONS AND STANDARDS**

D-LM-008-036/SF-000	DND Minimum Requirements for Manufacturer's Standard Pack
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**SPÉCIFICATION**

**RELATIVE À LA**

**PELLICULE DE PAPIER D'ALUMINIUM**

**1. PORTÉE**

1.1 **Portée.** Cette spécification couvre les exigences relatives à la pellicule de papier d'aluminium thermoscellable qui sert à fabriquer des sachets pour des vivres individuels.

**2. DOCUMENTS PERTINENTS**

2.1 **Documents gouvernementaux.** Le document suivant fait partie de la présente spécification dans les limites précisées ci-après. Sauf indication contraire, la publication ou la modification en vigueur pour un contrat particulier doit être en vigueur à la date de l'appel d'offres.

**SPÉCIFICATIONS ET NORMES**

D-LM-008-036/SF-000	Exigences du MDN en matière d'emballage commercial du fabricant
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OPI/BPR DCGEM 3

**Issued on Authority of the Chief of the Defence Staff**  
**Publiée avec l'autorisation du Chef d'état-major de la Défense**

**Canada** 

2.1.1 Copies of this specification and the above document may be obtained from the Department of National Defence, Ottawa, Ontario, K1A 0K2, Attention: DDDS 3-6.

### 3. REQUIREMENTS

3.1 **Aluminum foil laminate.** The aluminum foil laminate shall consist of bleached paper, polyethylene, aluminum foil and polyethylene, combined to produce a laminated sheet material. The aluminum foil laminate shall have the following laminations in the order from the outside to the inside shown below:

- (a) Bleached paper.
- (b) Polyethylene film 12 microns ( $\mu\text{n}$ ).
- (c) Aluminum foil, 8.5  $\mu\text{n}$ .
- (d) Polyethylene film, 38  $\mu\text{n}$ .

The bleached paper shall form the outside surface and the 38 pin polyethylene film shall form the inside heat-sealable surface. The polyethylene film may be applied as an extrusion coating.

3.2 **Bleached paper.** The bleached paper shall be a bleached kraft, bleached sulphite or cellukraft paper, with a basis weight of 41 grains per square meter.

3.3 **Polyethylene film.** The polyethylene film shall be a virgin low density type.

3.4 **Aluminum foil.** The aluminum foil shall be dead soft, dry, annealed aluminum.

3.5 **Finished material.** The finished laminate shall be heat-sealable on conventional rotary band or heated jaw type sealing equipment. The material shall not delaminate when heat sealed.

3.6 **Odour and toxicity.** The aluminum foil laminate shall impart no odour nor toxicity to the product being packed.

2.1.1 On peut obtenir des copies de cette spécification et du document ci-dessus auprès du ministère de la Défense nationale, Ottawa, Ontario, K1A 0K2, au soin du : DSEG 3-6.

### 3. EXIGENCES

3.1 **Pellicule de papier d'aluminium.** La pellicule de papier d'aluminium doit être fabriquée de papier blanchi, de papier d'aluminium et de polyéthylène combinés pour produire un matériau en feuilles contrecollées. La pellicule de papier d'aluminium doit comprendre les couches suivantes dans l'ordre, de l'extérieur vers l'intérieur, telles qu'indiquées ci-dessous :

- (a) Papier blanchi.
- (b) Pellicule de polyéthylène de 12 microns ( $\mu\text{n}$ ).
- (c) Papier d'aluminium de 8.5  $\mu\text{n}$ .
- (d) Pellicule de polyéthylène de 38  $\mu\text{n}$ .

Le papier blanchi doit former la surface extérieure et la pellicule de polyéthylène de 38  $\mu\text{n}$  doit former la surface intérieure thermoscellable. La pellicule de polyéthylène peut être appliquée comme revêtement par extrusion.

3.2 **Papier blanchi.** Le papier blanchi doit être du papier kraft blanchi, du papier au sulfite ou au cellukraft blanchi avec un poids minimal de 41 grains par mètre carré.

3.3 **Pellicule de polyéthylène.** La pellicule de polyéthylène doit être de type vierge à faible densité.

3.4 **Papier d'aluminium.** Le papier d'aluminium doit être fabriqué d'aluminium de trempe douce, sec et recuit.

3.5 **Matériaux finis.** La pellicule finie doit être thermoscellable sur du matériel à bande rotative conventionnelle ou du matériel de scellement de type à mâchoire chauffante. Le matériau ne doit pas se décoller lorsqu'il est thermoscellé.

3.6 **Odeur et toxicité.** La pellicule de papier d'aluminium ne doit transmettre aucune odeur ni toxicité au produit emballé.



3.7 **Forms.** The aluminum foil laminate shall be supplied in rolls, sheets, tubes or bags as specified in the contract. Whenever a heat-seal operation is performed in the manufacture or closure of pouches, the particular faces to be joined shall be flat and in intimate contact with each other to avoid wrinkles, folds or pleats in the completed seal. Seals shall be continuous. Particular care shall be taken at the junction of the closure and side seals to ensure that a continuous seal is effected.

#### 4. **QUALITY ASSURANCE PROVISIONS**

4.1 **Responsibility for inspection.** The contractor shall be responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified, the contractor may utilize his own or any other facility acceptable to the Quality Assurance Authority (QAA). The contractor shall maintain records of all inspection performed and shall make these records available to the QAA. The QAA shall have the right to perform any inspection considered necessary to ensure that supplies and services conform to specified requirements.

4.2 **Sampling.** Samples for inspection and testing shall be left to the discretion of the QAA. The sample shall be prepared using the same materials, processes and manufacturing conditions that will be used in fulfilling the contract.

4.3 **Quality conformance inspection.** Sampling and acceptance procedures for quality conformance inspection shall be as required by the QAA.

4.4 **Examination.** Samples of the product shall be examined for quality of workmanship, dimensions and shall be free from imperfections that may affect its utility.

3.7 **Forme.** La pellicule de papier d'aluminium doit être fournie sous forme de rouleau, de feuille, de tubes ou de sacs tels que spécifié dans le présent contrat. Les surfaces particulières du produit à emballer doivent être plates et en contact direct les unes avec les autres à chaque fois qu'une opération de thermoscellage est effectuée dans la fabrication ou la fermeture des sachets afin d'éviter les plis sur la partie scellée. Les scellages doivent être continus. Une attention particulière doit être apportée lors de la jonction de la fermeture et des côtés thermoscellés afin de s'assurer que le scellage est continu.

#### 4. **DISPOSITIONS RELATIVES À L'ASSURANCE QUALITÉ**

4.1 **Responsabilité de l'inspection.** L'entrepreneur est responsable de l'exécution de toutes les exigences d'inspection telles que spécifiées ci-après. À moins d'indication contraire, l'entrepreneur peut utiliser ses propres installations ou toute autre installation acceptée par l'autorité compétente en matière d'assurance de la qualité. L'entrepreneur doit conserver les dossiers de toutes les inspections effectuées et doit les rendre disponibles auprès de l'autorité compétente en matière d'assurance de la qualité. L'autorité compétente en matière d'assurance de la qualité doit avoir le droit d'effectuer toute inspection jugée nécessaire afin de s'assurer que les approvisionnements et les services sont conformes aux exigences spécifiées.

4.2 **Échantillonnage.** Les échantillons servant à l'inspection et à la mise à l'essai sont laissés à la discrétion de l'autorité compétente en matière d'assurance de la qualité. L'échantillon doit être préparé à l'aide des mêmes matériaux, procédés et conditions de fabrication qui auront cours lors de l'exécution du contrat.

4.3 **Contrôle pour acceptation.** Les procédures d'échantillonnage et d'acceptation du contrôle pour acceptation doivent être telles qu'exigées par l'autorité compétente en matière d'assurance de la qualité.

4.4 **Examen.** Les échantillons du produit doivent être examinés afin de déterminer la qualité de la fabrication et les dimensions et doivent être exempts d'imperfections qui pourraient empêcher leur utilisation.

## 5. PACKAGING

**5.1 Rolled material.** Rolled material shall, be wound evenly without telescoping on standard commercial cores at least 76 mm in outside diameter and 38 mm in inside diameter, and shall be suitably restrained to prevent unwinding. If necessary, wooden plugs shall be inserted into the ends of cores to prevent collapse of the core ends.

**5.2 Packaging and packing.** Except as specified in paragraph 5.1, and unless otherwise specified in the contract, standard commercial methods of packaging and packing in accordance with D-LM-008-036/ SF-000 shall be acceptable. Gross weight of a shipping package shall not exceed 27 kg, unless heavier packages have been specified in the contract.

**5.3 Marking.** The following information shall be shown either by means of a packing slip or label affixed to the core of rolled material:

- (a) Manufacturer's name or recognized trade mark.
- (b) Month and year of manufacture.
- (c) Dimensions.
- (d) Quantity, in the case of sheets, bags or flattened tubes.
- (e) Weight in the case of rolls or sheets.

## 6. NOTES

**6.1 Ordering data.** Procurement documents should specify the following:

- (a) Title, number and date of this specification.
- (b) Form in which the foil laminate is required (see paragraph 3.7).

## 5. EMBALLAGE

**5.1 Matériau en rouleau.** Le matériau en rouleau doit enroulé également sans télescopage sur des mandrins commerciaux standard d'au moins 76 mm de diamètre extérieur et de 38 mm de diamètre intérieur qui doivent être munis d'un dispositif approprié de retenue pour empêcher le déroulage. Des bouchons de bois peuvent être insérés au besoin aux extrémités des mandrins pour prévenir l'affaissement des extrémités des mandrins.

**5.2 Conditionnement et emballage.** Sauf en ce qui a trait aux instructions du paragraphe 5.1, et à moins d'indication contraire dans le contrat, les méthodes de conditionnement et d'emballage commerciales standard conformes à la publication D-LM-008-036/SF-000 seront acceptables. Le poids brut d'un emballage d'expédition ne doit pas dépasser 27 kg, à moins que des emballages plus lourds n'aient été précisés dans le contrat.

**5.3 Marquage.** Les renseignements suivants doivent être indiqués au moyen d'un bordereau ou d'une étiquette d'emballage collée au mandrin du matériau enroulé :

- (a) Le nom du fabricant ou une marque de commerce reconnue.
- (b) Le mois et l'année de fabrication.
- (c) Les dimensions.
- (d) La quantité dans le cas de feuilles, de sac ou de tubes aplatis.
- (e) Le poids dans le cas de rouleaux ou de feuilles.

## 6. NOTA

**6.1 Données de commande.** Les documents d'approvisionnement doivent donner les précisions suivantes :

- (a) Le titre, le numéro et la date de cette spécification.
- (b) La forme sous laquelle la pellicule d'aluminium est demandée (voir le paragraphe 3.7).

- (c) Dimensions.
  - (1) Bags or tubes – The inside dimensions of the bag and minimum width of the heat seat.
  - (2) Rolls or sheets – The width and length of material.
- (d) The Quality Assurance Authority and the Design Authority.
- (e) Tender sample requirements (see paragraph 4.2).

**6.2 Quality Assurance Authority.** The Quality Assurance Authority is the Government appointed agency responsible for ensuring that materiel and services supplied by the contractor conform to specified requirements. The Quality Assurance Authority will be stipulated in the contract.

**6.3 Design Authority.** The Design Authority is the Government appointed agency responsible for technical aspects of design and changes to design. Unless otherwise specified in the contract, the Design Authority will be the Directorate of Clothing and General Engineering and Maintenance.

- (c) Les dimensions.
  - (1) Sacs ou tubes – Les dimensions intérieures du sac et la largeur minimale de la partie thermoscellable.
  - (2) Rouleaux ou feuilles – La largeur et la longueur du matériau.
- (d) L'autorité compétente en matière d'assurance de la qualité et le responsable de la conception.
- (e) Les exigences concernant l'échantillon de l'appel d'offre (voir le paragraphe 4.2).

**6.2 Autorité compétente en matière d'assurance de la qualité.** L'autorité compétente en matière d'assurance de la qualité est le bureau désigné par le Gouvernement responsable de s'assurer que l'équipement et les services fournis par l'entrepreneur sont conformes aux exigences spécifiées. L'autorité compétente en matière d'assurance de la qualité est stipulée dans le contrat.

**6.3 Responsable de la conception.** Le responsable de la conception est le bureau responsable désigné par le Gouvernement concernant les aspects techniques de la conception et les modifications de la conception. À moins d'indication contraire dans le contrat, le responsable de la conception est la Direction de l'habillement et de l'équipement général.

APPENDIX 4

D-LM-008-036/SF-000  
MINIMUM REQUIREMENTS FOR MANUFACTURER'S STANDARD PACK

D-LM-008-036/SF-000

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D-LM-008-036/SF-000

**DEPARTMENT OF NATIONAL DEFENCE  
MINIMUM REQUIREMENTS FOR  
MANUFACTURER'S STANDARD PACK**

**EXIGENCES DU MDN EN MATIÈRE  
D'EMBALLAGE COMMERCIAL DU  
FABRICANT**

**SCOPE**

1. This specification states the circumstances under which the manufacturer's or supplier's standard pack can be used to fulfil the Canadian Forces requirement for cleaning, drying, preservation, packaging, packing and marking.
2. Where individual instructions for specific items have been included in the contract, eg type of preservation material to be applied, those instructions shall take precedence over paragraph 9.
3. Where the commodity specification for an item includes packaging, the commodity specification shall take precedence. Where the commodity specification contains more than one level of packaging and the required level is not specified in the procurement document, packaging shall be to the lowest level of protection established in the commodity specification (Level A being the highest-Level C or Commercial being the lowest).

**PORTÉE**

1. La présente ordonnance indique dans quels cas l'emballage commercial des fabricants ou des fournisseurs peut être utilisé afin de satisfaire aux exigences des Forces canadiennes en matière de nettoyage, de séchage, de préservation, d'emballage, d'empaquetage et de marquage.
2. Dans le cas où des dispositions du contrat stipulent l'emploi d'articles particuliers (par exemple, le genre de matériel à employer pour assurer la préservation), ces dispositions auront préséance sur le paragraphe 9.
3. Si les stipulations du contrat portant sur un article prévoient l'emballage, ces stipulations prévaudront. Lorsque les spécifications du produit prévoient plus d'un niveau d'emballage et que le niveau requis n'est pas précisé dans le document d'approvisionnement, l'emballage sera au plus bas niveau établi dans les spécifications du produit (le niveau A étant le plus haut, et le niveau C, ou commercial, étant le plus bas).

D-LM-008-036/SF-000

#### GENERAL REQUIREMENTS

4. Subject to the limitations set forth below, commercial cleaning, drying, preservation, packaging, packing and marking are acceptable. This specification neither requires nor precludes the use of Canadian Forces methods and/or materials.

5. Items shall be afforded adequate protection against deterioration and damage during handling and shipment. Packaging and marking shall be suitable for distribution to retail outlets.

6. Unless otherwise specified, bulk preservation, packaging, packing and marking such as those used in interplant and intraplant shipments, and for shipment to jobbers for repackaging and to part distribution outlets for preservation and packing, are not acceptable. (Examples: tote-boxes, open baskets, boxes without lids and such other handling aids.)

7. Cleaning, drying, preservation, packaging, packing and marking furnished by the supplier shall meet or exceed the following minimum requirements.

#### CLEANING

8. Items shall be free from dirt or contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Coatings of preservatives applied to the item for protection are not considered contaminants.

#### PRESERVATION

9. Items susceptible to corrosion or deterioration shall be protected by the use of preservative coatings, volatile corrosion inhibitors or desiccated packs.

#### DIRECTIVES GÉNÉRALES

4. Sous réserve des restrictions ci-dessous, les méthodes commerciales de nettoyage, de séchage, de préservation, d'emballage et d'empaquetage sont acceptables. La présente ordonnance n'exige ni n'exclut l'emploi des méthodes ou du matériel des Forces canadiennes.

5. Les articles doivent être bien protégés contre tout dommage ou détérioration lors de la manutention et de l'expédition. L'emballage et le marquage doivent convenir à la distribution aux magasins de détail.

6. Sauf avis contraire, la préservation, l'emballage, l'empaquetage ainsi que le marquage en bloc sont inacceptables pour la manutention interne ou la manutention d'un établissement à un autre, de même que pour l'expédition à des entrepreneurs en remballage et à des magasins de distribution pour un nouveau traitement de préservation et l'emballage. (Exemples d'emballages: boîtes de transport, paniers ouverts, boîtes sans couvercle et autres articles de manutention).

7. Les opérations de nettoyage, de séchage, de préservation, d'emballage, d'empaquetage et de marquage effectuées par le fournisseur doivent au moins répondre aux exigences suivantes.

#### NETTOYAGE

8. Les articles ne doivent être ni sales ni contaminés, ce qui contribuerait à les détériorer ou obligerait le client à les nettoyer avant de les utiliser. Les revêtements dont on couvre les marchandises constituent des agents de préservation et non des agents de contamination.

#### PRÉSERVATION

9. Les articles qui risquent de se corroder ou de se détériorer doivent être protégés à l'aide de revêtements de préservation, d'inhibiteurs de corrosion volatils ou d'emballages dessiccatifs.

#### CUSHIONING

10. Items requiring surface protection from physical and mechanical damage, or items that are fragile in nature, shall be protected by wrapping, cushioning, or other means to distribute shock and vibration during handling and shipment.

#### INTERIOR PACKS

11. Interior packs are classified as unit packs and intermediate packs. A unit pack is the first stage at which the item or quantity of items is enclosed in a container (bag, envelope, box, etc). Unit packs are a mandatory requirement of this specification and are limited to the parameters specified at paragraph 12. In extraordinary circumstances due to weight or size, eg sheet metal, bar stock, etc, exception to the limits imposed by paragraph 12 may be authorized by a qualified DND packaging specialist.

**12. Unit Packs — Unless otherwise specified, the unit pack quantity shall not exceed 100 pieces and shall not weigh more than 25 pounds (11.3 kg). Single items weighing more than 10 pounds (4.5 kg) shall be individually packed.**

13. **Intermediate Packs** — An intermediate pack is simply a number of unit packs placed in a larger container for convenience of handling, counting, and marking to the requirements of paragraph 16. Unless otherwise specified in the contract, intermediate packs are not mandatory, neither are they forbidden. The supplier may employ them or not, at his/her discretion. Unit packs or intermediate packs shall be packed into exterior shipping containers that meet common carrier acceptance and provide safe delivery to destination (see paragraph 14). Unit or intermediate packs that conform to these requirements need no supplemental protection.

#### BOURRAGE

10. Les articles fragiles ou dont la surface doit être protégée contre les avaries physiques ou mécaniques doivent être préservés grâce à un emballage, à un bourrage, ou à tout autre moyen servant à amortir les chocs et les vibrations pendant la manutention et le transport.

#### EMBALLAGES INTÉRIEURS

11. Les emballages intérieurs sont classés soit comme emballages individuels soit comme emballages intermédiaires. L'emballage individuel est la première forme sous laquelle un article ou un groupe d'articles est placé dans un contenant (sac, enveloppe, boîte, etc). L'emploi d'emballages individuels est obligatoire en vertu de la présente ordonnance, et assujéti aux règles spécifiées au paragraphe 12. Dans certains cas inhabituels, étant donné le poids ou les dimensions de l'objet (par exemple, tôle, barre, etc), un technicien du MDN, spécialiste en emballage, pourra autoriser des exceptions aux restrictions imposées au paragraphe 12.

**12. Emballages individuels — Sauf avis contraire, un emballage individuel ne doit pas contenir plus de 100 articles et ne doit pas peser plus de 25 livres (11,3 kg). Les articles qui pèsent à eux seuls plus de 10 livres (4,5 kg) doivent être emballés individuellement.**

13. **Emballages intermédiaires** — Il s'agit tout simplement d'un certain nombre d'emballages individuels qui sont placés dans un plus grand contenant en vue de faciliter la manutention, le comptage et le marquage conformément au paragraphe 16 ci-dessous. Sauf mention expresse au contrat, l'emploi d'emballages intermédiaires n'est ni obligatoire, ni interdit. En fait, il est laissé à la discrétion du fournisseur. Les emballages individuels ou intermédiaires doivent être déposés dans des contenants d'expédition extérieurs que le transporteur juge d'ordinaire acceptables pour assurer une livraison sûre au destinataire (voir paragraphe 14 ci-dessous). Les emballages qui satisferont à ces exigences ne nécessitent aucune protection supplémentaire.

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#### SHIPPING CONTAINERS

14. These are containers that are acceptable to the common carrier for safe delivery to consignee at the lowest applicable rate, eg corrugated fibreboard, wood, plywood, hardboard, boxes, barrels, crates, shipping drums, some types of baskets and, in some instances, loose items.

15. The use of containers that have been used previously for the shipment or storage of other items is permissible, if approved by the appropriate packaging specialist. The exception being that previously used corrugated fibreboard boxes are not an acceptable shipping container and are not to be used under any circumstances.

#### MARKING PROCEDURES

16. Besides markings that are required to effect delivery of material (consignee, consignor), certain other markings are required on shipping containers and, in some instances, on interior containers. When the contents of a shipping container comprise only one item of material (regardless of quantity), the interior containers need not be marked. When, however, the shipping containers hold more than one item of material (more than one NATO Stock number), the interior containers must be marked. If intermediate packs are employed within a shipping container they must be marked, but the unit packs need not. If intermediate packs are not employed, each unit pack must be marked.

17. **Interior Containers** — The required markings for interior containers are as follows:

NATO stock number — as shown on the contract.

Description — noun or noun phrase.

Quantity — as determined by the supplier.

#### CONTENANTS D'EXPÉDITION

14. Ce sont les contenants que le transporteur peut d'ordinaire juger acceptable pour assurer une livraison sûre au destinataire au taux le plus bas. Il peut s'agir par exemple de carton-fibre ondulé, de bois, de contre-plaqué, de carton dur, de boîtes, de barils, de caisses, de certains genres de paniers, et, dans certains cas, d'articles en vrac.

15. Il est permis d'employer des contenants qui ont déjà servi au transport ou à l'entreposage d'autres articles si le spécialiste en emballage l'autorise. Il est toutefois strictement interdit d'employer des boîtes de carton-fibre ondulé qui ont déjà servi et qui ne sont pas considérées comme des contenants d'expédition acceptables.

#### MÉTHODES DE MARQUAGE

16. En plus des inscriptions nécessaires pour la livraison du matériel (noms du destinataire et de l'expéditeur), certaines autres inscriptions doivent être apposées sur les contenants d'expédition et, dans certains cas, sur les contenants intérieurs. Lorsqu'un contenant ne renferme que les articles de même nature, peu importe la quantité, il n'est pas nécessaire de marquer les contenants intérieurs. Toutefois, il faut le faire lorsque le contenant d'expédition compte plus d'une sorte d'articles (articles portant des numéros de nomenclature OTAN différents). En outre, il faut marquer les emballages intermédiaires groupés dans un contenant d'expédition, mais pas les emballages individuels qu'ils contiennent. Toutefois, si l'on n'emploie pas d'emballage intermédiaire, il faut identifier chacun des emballages individuels.

17. **Contenants intérieurs** — Les inscriptions apposées sur les contenants intérieurs doivent comporter les renseignements suivants:

Numéro de nomenclature OTAN — indiqué sur le contrat.

Description — substantif ou locution substantive.

Quantité — établie par le fournisseur.



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**18. Shipping Containers** — Each shipping container must bear the following markings on one face of the container (preferably the end or smaller face):

NATO stock number — as shown on the contract.

Description — noun or noun phrase.

Quantity — as determined by the supplier.

Gross weight — packed weight of the container.

Contract serial number — as shown on the contract.

One contrasting face of the container (preferably on the side or larger face) must bear the following shipping instructions:

Consignee — as shown on the contract.

Consignor — supplier's name or symbol.

Container number — relation of the container within the shipment (Example: "Case 1 of 1").

**NOTE** — The last shipment container shall have affixed to its face an envelope containing the contract supply voucher, release note, packing list, etc. This envelope, which shall be water resistant, shall be prominently marked "Packing Slip Enclosed" and securely affixed to the outside wall of the container.

#### APPLICATION OF MARKINGS

**19.** The most satisfactory method of applying markings to containers is by stencil and marking

**18. Contenants d'expédition** — Chaque contenant d'expédition doit porter les renseignements suivants sur l'une de ses faces (de préférence la plus petite ou celle du bout):

Numéro de nomenclature OTAN — indiqué sur le contrat.

Description — substantif ou locution substantive.

Quantité — établie par le fournisseur.

Poids brut — poids du contenant après emballage.

Numéro de série du contrat — indiqué sur le contrat.

Il faut inscrire sur la face opposée de chaque contenant (la face du côté ou la face la plus grande) les directives d'expédition suivantes:

Nom du destinataire — indiqué sur le contrat.

Nom de l'expéditeur — nom ou logotype du fournisseur.

Numéro du conteneur — par rapport à l'ensemble de l'envoi; par exemple, «conteneur 1 de 1.»

**NOTA** — Le dernier conteneur d'expédition doit porter sur l'une de ses faces une enveloppe contenant le bordereau d'approvisionnement annexé au contrat, l'avis de remise, le bordereau d'expédition, etc. Il faut inscrire clairement sur cette enveloppe, qui doit être imperméable «Bordereau d'expédition inclus,» et la fixer solidement au panneau extérieur du conteneur.

#### MARQUAGE

**19.** La meilleure méthode de marquage consiste à utiliser un pochoir et de l'encre à marquer.

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ink. Labels may be used but the characters must be sufficiently large to facilitate reading from a reasonable distance. If stencilling is impracticable, because of container shape or because of the material from which the container is manufactured, tags may be used (see paragraph 20). Marking inks shall be fade resistant.

#### UNUSUAL MARKING CIRCUMSTANCES

20. The above marking instructions mainly concern boxes and it is realized that in some instances the shipping container may be a bag, sack, bale, pail, drum, barrel, basket or loose item. In these circumstances, the markings quoted in paragraph 16 are still required but it will be permissible to apply the markings by means of tags firmly attached to the containers or loose items. The NATO stock number description, quantity, contract serial number shall be shown on one tag or on one side of a tag and the consignee, consignor, container number, number of containers and packing slip enclosed shall be shown on the opposite side of the same tag, or on another tag.

21. Dangerous goods/hazardous materials — materiel which is classed as dangerous/hazardous shall have the shipping containers marked in accordance with the Transportation of Dangerous Goods Act; and the immediate product container shall be marked in accordance with the Hazardous Products Act.

22. Bilingual Materiel Safety Data Sheets (2 copies) indicating the NATO Stock Number as specified on the procurement document shall be provided, with one copy being enclosed with the shipment and one copy to be mailed to: National Defence Headquarters, MGen. George R. Pearkes Building, Ottawa, Canada, K1A 0K2, Attention: DSRO 3-2-3-2.

On peut également se servir d'étiquettes, mais les caractères employés doivent être assez gros pour se lire aisément à une distance raisonnable. On peut avoir recours à cette méthode lorsqu'on ne peut employer la première en raison de la forme du contenant ou de la matière dont il est fait (voir paragraphe 20). Les encres à marquer doivent être indélébiles.

#### MARQUAGE — CAS PARTICULIERS

20. Les directives de marquage ci-dessus s'appliquent surtout en ce qui a trait aux boîtes, mais il peut arriver que le contenant d'expédition soit un sac, une poche, un ballot, un seau, une caisse, un baril ou un panier, ou que l'article ne soit pas emballé. Dans de tels cas, le marquage décrit au paragraphe 16 demeure nécessaire, mais il est permis de marquer les contenants ou les articles séparés à l'aide d'étiquettes solidement fixées. Il faut inscrire le numéro de nomenclature OTAN, la description, la quantité, le numéro de série du contrat sur une étiquette ou sur l'un de ses côtés, et le nom du destinataire et de l'expéditeur, le numéro du contenant et le nombre total de contenants ainsi que la mention «Bordereau d'expédition inclus» sur une autre étiquette ou au verso de la même étiquette.

21. Dans le cas des matières dangereuses, il faudra se conformer aux dispositions de la Loi sur le transport des marchandises dangereuses pour le marquage des contenants d'expédition, et aux dispositions de la Loi sur les produits dangereux pour le marquage de l'emballage intérieur.

22. Il faudra fournir des fiches techniques santé-sécurité bilingues (en deux copies) portant le numéro de nomenclature OTAN, tel qu'il est indiqué sur le document d'approvisionnement; une copie devra être insérée dans le contenant d'expédition et l'autre postée au Quartier général de la Défense nationale, édifice mgén George R. Pearkes, Ottawa, Canada, K1A 0K2, aux soins du DA(RE) 3-2-3-2.

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23. USA regulations covering these dangerous materials can be found in Code of Federal Regulations, title 49, sub-chapter A, parts 100 to 199, which cover transportation of hazardous materials by rail, highway, aircraft and vessel. Carriage by military aircraft is regulated by USA DOD AFM 71-4.

23. Les règlements américains se rapportant aux matières dangereuses sont énoncés dans le «Code of Federal Regulations» titre 49, sous-chapitre A, parties 100 à 199. Ce document traite du transport des matières dangereuses par chemin de fer, par route, par air et par mer. Les règlements régissant le transport par avion militaire sont contenus dans la publication américaine DOD AFM 71-4.

#### QUALITY ASSURANCE PROVISIONS

24. Quality assurance provisions shall be as specified in the contract.

#### ASSURANCE DE LA QUALITÉ

24. Toutes les dispositions en matière de contrôle de la qualité doivent figurer au contrat.

#### PREPARATION FOR DELIVERY

25. Prepare for delivery as applicable. Materiel handling aids such as pallets, crates etc, shall be utilized where applicable to facilitate off loading of materiel from transport vehicles at destination.

#### LIVRAISON

25. La préparation en vue de la livraison devra être conforme aux directives applicables. Il faudra utiliser au besoin des dispositifs de manutention, par exemple, des palettes, des caisses à claire-voie, etc., pour faciliter le déchargement des marchandises des véhicules de transport une fois rendus à destination.

#### NOTES

1. **Deviation from Specification** — If the contractor wishes to suggest other proposals or otherwise depart from the current issue of this specification, he shall forward his proposals immediately, to the Department for approval.
2. **Inquires** — Any question relating to this specification are to be referred to the Department's authorized representative. Technical assistance may be obtained by contracting the Packaging Officer at the Supply Depot indicated on the procurement document.
3. **Specification** — Copies of this specification may be obtained from the Department of National Defence, Attention DGPS 3-2, Ottawa, Ontario, K1A 0K2.

#### NOTA

1. **Déroptions à l'ordonnance** — Si l'entrepreneur désire faire d'autres suggestions ou déroger à la présente ordonnance, il doit envoyer immédiatement ses suggestions au Ministère pour approbation.
2. **Questions** — Toute question portant sur la présente ordonnance doit être adressée à un représentant autorisé du Ministère. On peut obtenir une aide technique en communiquant avec l'agent d'emballage du dépôt d'approvisionnement dont le nom figure sur le document d'approvisionnement.
3. **Spécification** — On peut se procurer des exemplaires de la présente spécification en s'adressant au ministère de la Défense Nationale, Ottawa (Ontario) K1A 0K2, aux soins de la DGSP 3-2.