

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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet VEGETAR./HALAL/KOSHER RATION PACKS	
Solicitation No. - N° de l'invitation W8486-15SP0K/A	Date 2014-04-29
Client Reference No. - N° de référence du client W8486-15SP0K	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-757-65051	
File No. - N° de dossier pr757.W8486-15SP0K	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-05-15	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Papineau (PR Div.), Alain	Buyer Id - Id de l'acheteur pr757
Telephone No. - N° de téléphone (819) 956-0389 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et
des textiles
11 Laurier St./ 11, rue Laurier
6A2, Place du Portage
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	VEGETAR. / HALAL/ KOSHER RATION PACKS	WB941	W8486	2000	CASES	\$	\$		See Herein	
2	FY 15/16 (OPTION)	WB941	W8486	2000	CASES	\$	\$		See Herein	
3	FY 16/17 (OPTION)	WB941	W8486	2000	CASES	\$	\$		See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings
4. Trade Agreements

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award and Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Applicable Laws
9. Certification
10. Priority of Documents
11. SACC Manual Clauses
12. Release Documents - Distribution
13. Packing and Markings
14. Delivery Instructions

List of Annexes:

Solicitation No. - N° de l'invitation

W8486-15SP0K/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr757

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

W8486-15SP0K

File No. - N° du dossier

pr757W8486-15SP0K

CCC No./N° CCC - FMS No/ N° VME

Annex A, Requirement;
Annex B, Specifications
Annex C, Technical Evaluation Plan
Annex D, Technical Evaluation Criteria
Annex E, Pre-Qualification
Annex F, Pricing

PART 1 - GENERAL INFORMATION

1. Security Requirement

The Contractor must at all times during the performance of the contract ensure the security of the raw material, the finished food products and the reliability of the personnel.

1.1 Location(s) of Work Performance

There is a security requirement associated with this requirement that may imply work to be performed or documents safeguarding at the contractor's facility(ies).

2. Requirement

The Department of National Defence has a requirement for Food Rations as described in Annex A..

2.1 Delivery Requirement

The merchandise should be delivered no later than 90 days after contract award..

3. Debriefings

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.

4. Trade Agreements

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

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. Manual issued by Public Works and Government Services Canada:

<https://buyandsell.gc.ca/policy-and-guidelines//standard-acquisition-clauses-and-conditions-manual/all>

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 (2014-03-01) Standard Instructions - Goods or Services -Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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.

3. Enquiries - Bid Solicitation

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

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

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

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
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.

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)

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

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

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

Section I: Technical Bid

Solicitation No. - N° de l'invitation

W8486-15SP0K/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr757

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

W8486-15SP0K

File No. - N° du dossier

pr757W8486-15SP0K

CCC No./N° CCC - FMS No/ N° VME

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):

Section II: Financial Bid

Bidders must submit their financial under Line Items. 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 two (2) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than

two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 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.

All bidders must be pre-qualified in accordance with Annex H.(please see document) to be considered technically compliant.

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 Mandatory Technical Criteria

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 will be recommended for award of a contract.

3. Contract Financial Security

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.

(a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unexpired, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may, at its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

4. Security Deposit Definition

1. "security deposit" means

- (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- (b) a Government guaranteed bond; or
- (c) an irrevocable standby letter of credit, or
- (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

2. "approved financial institution" means

- (a) any corporation or institution that is a member of the Canadian Payments Association;
- (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
- (e) the Canada Post Corporation.

3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
- (c) registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - (i) will make a payment to or to the order of Canada, as the beneficiary;
 - (ii) will accept and pay bills of exchange drawn by Canada;
 - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 . The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. Additional Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

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.

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 (2014-03-01) 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

The merchandise should be delivered no later than 90 days after contract award..

4.2 Financial Security

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.

2. Where Canada so converts the security deposit:

(a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and

(b) if Canada enters into a Contract to have the Work completed, the Contractor will:

(i) be considered to have irrevocably abandoned the Work; and

(ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period

5. Authorities

Solicitation No. - N° de l'invitation

W8486-15SP0K/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr757

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

W8486-15SP0K

File No. - N° du dossier

pr757W8486-15SP0K

CCC No./N° CCC - FMS No/ N° VME

5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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

5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name:
Title: Procurement Officer
Department: DND
Address: 101 Colonel By, Ottawa, On, K1A 0K2
Telephone :
Email:

5.3 Technical Authority - DND

Name:
Telephone:
Email:

5.4 Contractor's Representative

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 (2007-05-25), 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
Attention:
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. 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.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if 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.

10. 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 (2014-03-01), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Specifications
- (e) Annex C, Technical Evaluation Plan
- (f) Annex D, Technical Evaluation Criteria
- (g) Annex E, Pre-Qualification
- (h) Annex F, Pricing
- (i) the Contractor's bid dated *(to be completed at award of contract)*

11. SACC Manual clause

A3060C	2008-05-12	Canadian Content Certification
A9006C	2008-05-12	Defence Contract
D9002C	2007-11-30	Incomplete Assemblies
D6010C	2007-11-30	Palletization
G1005C	2008-05-12	Insurance
D5510C	2010-01-11	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	ISO 9001:2008 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	2007-11-30	Release Documents (DND) - Canadian-based Contractor <i>(if applicable)</i>

12. 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 :
Attention:

-
- (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 OK2
E-mail: ContractAdmin.DQA@forces.gc.ca.

13. Packing and Markings

13.1 The manufacturer's batch number, name of the product and number of units per shipping container are clearly identified on each shipping container and must be easily readable once shipping containers are palletized. Shipping containers must be sequentially palletized according to batch numbers

13.2 If possible, no more than two batch numbers must be on any one pallet.

13.3 Each shipment must include the Batch Number Listing Form properly completed which provides pallet number with corresponding product batch number, number of cases and total numbers of packets as per Annex D . An electronic version of the Batch Number Listing Form in an Excel spreadsheet format must be submitted to the Assembler (jack.vaters@ropack.com) when the shipment leaves the plant.

13.4 When more than one batch is delivered, the shipment must include the Batch Number Listing form properly completed which provides pallet number with corresponding product codes, number of cases for each code and total numbers of overwraps as per Annex E . When available, an electronic version of the Batch Number Listing Form in an Excel spreadsheet format must be submitted to the Assembler. The electronic version must be submitted by e-mail to the Assembler at Ropack (Jack.Vaters@ropack.com) when the shipment leaves the plant.

13.5 Shipping container must be as a minimum in accordance with CAN/CGSB 43.22-2001, Standard for Corrugated Fibreboard Products, dated Oct 2001, Class 1, Style 1, C6 and B Flute. The product must be delivered in good condition and must show no evidence of deterioration; and

13.6 Each shipping containers must have the same number of units.

13.7 Each shipping container and its contents must not exceed a mass of 11.3 Kg (25 lbs).

13.8 Unit loads must not exceed forty-six (46) inches high, excluding pallet height. If a supplier cannot meet this requirement an exemption must be requested during the tender period. The demand must include reasons for the exemption request. The PD/PM PMO NCRP will accept or reject the request.

14. Shipping Instructions - Delivery at Destination

Solicitation No. - N° de l'invitation

W8486-15SP0K/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr757W8486-15SP0K

Buyer ID - Id de l'acheteur

pr757

CCC No./N° CCC - FMS No/ N° VME

W8486-15SP0K

Delivery will be FCA Free Carrier at **Ropack, 7800 Vauban Street, Anjou, Qc, H1N 2N1**. Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC)

Telephone: 1-877-877-7423 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@forces.gc.ca

The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

the Contract number;

consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);

description of each item;

the number of pieces and type of packaging (i.e., carton, crate, drum, skid);

actual weight and dimensions of each piece type, including gross weight;

full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian *Dangerous Goods Shipping Regulations*, and a copy of the materiel safety data sheet.

Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.

The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

15. Each shipment must be sealed prior to delivery to Ropack. Seals will be removed upon arrival by Ropack's personnel and the transporter.

Solicitation No. - N° de l'invitation

W8486-15SP0K/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr757W8486-15SP0K

Buyer ID - Id de l'acheteur

pr757

CCC No./N° CCC - FMS No/ N° VME

W8486-15SP0K

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

**For all Annexes please
Refer to the attachment.**

ANNEX A
REQUIREMENT

1. Objective

This document identifies the Contractor's obligation in providing a retort pouch and associated accessory kit that are vegetarian and also certified Kosher and Halal for the Canadian Armed Forces (CAF).

2. Background

The CAF has a duty to accommodate soldiers with particular dietary needs related to vegetarianism or religion; specifically, the CAF must provide rations that are certified Kosher and Halal. The management of three separate types of ration packs (vegetarian, Kosher, and Halal) is not currently possible in an operational theatre, so the requirement is defined as one retort pouch and accessory kit that is vegetarian and certified Kosher and Halal.

3. Requirements

3.1 Scope of Work and Tasks

The contractor must produce and deliver ration packs in accordance with the requirements identified in Annex B.

3.2 Quantities

The Contractor must provide 24,000 ration packs. The Contractor must provide the ration packs in accordance with the packaging requirements specified in paragraph 4 of Annex B.

4. Constraints

4.1 Quality

The Contractor must seal all retort pouches hermetically.

5. Religious Certifications

- 5.1 The Contractor must be responsible for obtaining the services of a recognized Kosher supervision agency that is prepared to meet the requirements for Kosher certification and a recognized Halal supervision agency that is prepared to meet the requirements for Halal certification. The Contractor must be responsible for ensuring that appropriate Kosher and/or Halal guidelines are followed for all meal components.
- 5.2 The Contractor must ensure that the Kosher and Halal inspectors are fully familiar with all relevant aspects of the production. Certificates of compliance testifying that all ingredients meet Kosher and Halal requirements must be provided no later than 10 days after contract award. The Kosher and Halal inspectors may provide a list of ingredients not requiring certification. Items requiring Kosher and/or Halal inspection must not be used prior to approval.
- 5.3 Materials and packaging may, at the discretion of the Kosher and/or Halal inspectors, require controlled storage and may need to be released for each day's production by the Kosher and/or Halal inspectors. Only equipment that has been approved by Kosher and Halal inspectors must be used. These procedures must be documented by the Contractor in conjunction with the Kosher and Halal inspectors.
- 5.4 All packaging and transportation of foods must be in packages, containers, vessels, or vehicles that have been properly prepared according to the Kosher and Halal requirements.

- 5.5 Packaging and labeling materials must be controlled and segregated in such a way that only the Kosher and Halal inspectors can release that material for the day's production.
- 5.6 Kosher and Halal inspectors must have access to all parts of production and storage facilities at all times.
- 5.7 Records of attendance of the Kosher and Halal inspectors at the production facility, or at any sub-contractor's facility, must be maintained and provided to the Contracting Authority, Procurement Authority or Technical Authority upon request.

ANNEX B

SPECIFICATIONS FOR THE RETORT POUCH, ACCESSORY KIT AND PACKAGING

This Annex describes the requirements for the retort pouch, accessory kit, and associated packaging.

1. Combined Requirement

- 1.1 Each ration pack must consist of a main meal entrée in a retort pouch, and an accessory kit of miscellaneous food items to ensure that the nutritional requirement for each meal is met.
- 1.2 The total caloric value of the ration pack must not be lower than 1100 calories.
- 1.3 All items contained in the ration pack, including the retort pouch and accessory kit, must be vegetarian, and certified Halal and Kosher in accordance with paragraph 5 of Annex A.

2. Retort Pouch Specifications

- 2.1 The retort pouch must be a commercially sold product.
- 2.2 The retort pouch must have a shelf life of a minimum of 5 years.
- 2.3 The retort pouch must have a minimum post-retort weight of 227g.
- 2.4 The total caloric value of the retort pouch meal must be at least 180 calories.
- 2.5 Four different retort pouch meals, comprised of three different pasta meals and one vegetarian stew, must be provided in equal quantities.

3. Accessory Kit Specifications

- 3.1 All items in the accessory kit must have a shelf life of a minimum of one year. It is desirable that all items in the accessory kit have a shelf life of a minimum of three years.
- 3.2 The accessory kit must at least contain the following; beverage mix, cereal, granola bar, candy and/or mint, peanuts, seeds and dried fruit. Other items not listed can be included in the accessory pack.
- 3.3 The total caloric value of the accessory pack must be at least 920 calories.
- 3.4 The accessory kit must contain a plastic spoon and a small package of toilet paper.

4. Packaging Specifications

- 4.1 The language on all packaging must be English, and it is desirable that French translations are also present.
- 4.2 Each accessory kit must be packaged in a clear bag.
- 4.3 The accessory packs must be packaged in boxes of 12 each.
- 4.4 The retort pouches must be packaged in boxes of 12 each.
- 4.5 Each box of retort pouches must contain three retort pouches of each of the different meals.
- 4.6 One box of retort pouches and one box of accessory kits must be packaged in one shipping case (i.e. two smaller boxes inside one larger box).
- 4.7 The cases of ration packs must be palletized for shipping with 30 cases per pallet.

ANNEX C
TECHNICAL EVALUATION PLAN

1. Bid Evaluation Method

- 1.1 The bid proposals will be evaluated on the basis of mandatory criteria only. To be considered compliant, a bid must meet all the mandatory requirements. Bids not meeting all the mandatory requirements will be given no further consideration.
- 1.2 Technical mandatory requirements are identified in Annex D. All technical mandatory requirements are evaluated on simple pass/fail basis. The treatment of mandatory requirements is stringent. The Bidder's proposal must address the mandatory requirements specified in Annex D. Proposals not meeting all the mandatory requirements will be given no further consideration.

2. Contractor Selection Methodology

- 2.1 The winning bidder will be the bidder with the lowest cost compliant bid.

ANNEX D
MANDATORY TECHNICAL EVALUATION CRITERIA

Mandatory Criteria at Bid Closing			
	Criteria The Bidder must provide the following:	Comments	
1.	Certificates of compliance testifying that all ingredients used in the rations packs meet the Kosher and Halal requirements detailed in Annex A, paragraph 5.	Must include any applicable Kosher and/or Halal certification numbers if available.	Pass
2.	Lists with the names of the four retorted main meal entrées as well as all items (food and non-food) in the accessory pack.		Fail

The bidder is: compliant non-compliant.

The bidder is non-compliant for the following reason(s):

ANNEX E

PRE QUALIFICATON

Pre-Qualification for retort pouches

E60PR-130001/A
Papineau (PR Div.), Alain
Telephone No. - (819) 956-0389
Email: alain.papineau@pwgsc.gc.ca

Trade Agreement: NONE
Tendering Procedures: Competitive
Attachment: None
Competitive Procurement Strategy: N/A - P&A/LOI Only
Comprehensive Land Claim Agreement: No
Nature of Requirements:
PRE QUALIFICATION OF RETORT SUPPLIERS

THIS IS NOT A LETTER OF INTEREST BUT AN INVITATION TO PRE-QUALIFY

Public Works and Government Services Canada (PWGSC) is implementing a pre-qualification process in order to establish a list of Pre Qualified Retort Contractors for its annual procurement to supply Entrées, Fruits and Desserts in accordance with Department of National Defence (DND) D-85-001-069/SF-002 dated 92-06-26, Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches.

Items are required for the production of an operational meal pack for Canadian Forces Personnel serving overseas as well as in Canada. There are typically 7 breakfast items, 7 lunch items, 7 supper items, 8 fruit items and 4 dessert items.

In order to pre qualify in participating in the Combat Ration Program, Contractors will be required to demonstrate that their products conform to the three year shelf life requested in specification D-85-001-069/SF-002 dated 1992-6-26, Specification for Meat, Poultry, Fruit and Baked Dessert Products in Retort Pouches. The products will then have to successfully undergo the accelerated shelf life testing performed by/for DND prior to their acceptance.

The heat seal and the ultrasonic seal are both acceptable.

Closure seal of the thermoprocessed pouch: The closure seal width must be a minimum of 3mm for conventional heat seals or a minimum of 1mm for ultrasonic seals. The closure seal must be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects. The closure seal must be free of wrinkles, occluded matter, or evidence of entrapped moisture or grease that reduces the closure seal width to less than 1.5mm at any location along its continuous path for conventional heat seals or reduces the closure seal width to less than 1.0 mm for ultrasonic seals.

The Contractor must demonstrate to DND that it has or will have the capability to produce retorted products in flexible pouches. The Contractor must provide DND with a document detailing its production capabilities (i.e. past performance, equipment, facilities, etc).

The Contractor must provide proof that they are a federally inspected processing facility and are HACCP compliant.

The registration of a Contractor on the list of Pre Qualified Retort Contractors will enable it to tender for future retort contracts.

Trade Agreement Exemptions - This requirement falls under Federal Supply Classification (FSC) Code 89 and is exempt from the provisions of WTO-AGP and NAFTA (as per General exceptions WTO-AGP Agreement and Annex 1001.1b-1, Section B of NAFTA respectively) but is subject to AIT. However, this procurement is subject to the National Security Exception and is excluded from the trade agreements in accordance with Article 1804 of the Agreement on Internal Trade (AIT) in support of Canada's military operations.

All requests for information concerning the pre-qualification process must be addressed to:

Alain Papineau
Public Works and Government Services Canada
Commercial and Consumer Products Directorate
Place du Portage, Phase III, 6B3
11 Laurier Street
Gatineau, Québec
K1A 0S5
Tel: 819-956-0389
Fax: 819-956-5454
E-mail: alain.papineau @tpsgc-pwgsc.gc.ca

Requests for information may be submitted in either official language of Canada.

The Crown retains the right to negotiate with suppliers on any procurement.

Documents may be submitted in either official language of Canada.

ANNEX F
PRICING BASIS

Pricing Basis:

Item 1 2014 Delivery - Firm Quantities

Product: Vegetarian/Halal/Kosher Ration Packs

Quantity Destination	Unit of Issue	Firm Unit Price/FOB
24,000 <u>(A)</u>	Package	\$ _____

Number of units per shipping container _____

Is the product offered commercial or custom packed for DND? _____

Item 2 2015 Delivery - Option Quantities

Product: Vegetarian/Halal/Kosher Ration Packs

Quantities Destination	Unit of Issue	Firm Unit Price/FOB
0 to 9999	Package	\$ _____ (B)
10,000 to 19,999	Package	\$ _____ (C)
20,000 to 29,999	Package	\$ _____ (D)

Number of units per shipping container _____

Is the product offered commercial or custom packed for DND? _____

Item 3 2016 Delivery - Option Quantities

Product: Vegetarian/Halal/Kosher Ration Packs

Quantities Destination	Unit of Issue	Firm Unit Price/FOB
0 to 9999	Package	\$_____ (E)
10,000 to 19,999	Package	\$_____ (F)
20,000 to 29,999	Package	\$_____ (G)

Number of units per shipping container _____

Is the product offered commercial or custom packed for DND? _____

Formula for evaluating bids:

$$(A \times 0.5) + \frac{(B + C + D + E + F + G)}{5} \times 0.5 = \text{Total average unit price for Item \#1}$$

Note:

Suppliers must submit unit prices for all three years to be considered compliant.

.....