



**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 0B2 / Noyau 0B2

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

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en régime accéléré

11 Laurier St. / 11 rue Laurier

6B3, Place du Portage

Phase III

Gatineau

Québec

K1A 0S5

| | |
|---|--|
| Title - Sujet IMP Program- Peanut Butter | |
| Solicitation No. - N° de l'invitation W8486-18SP2A/A | Date 2017-06-15 |
| Client Reference No. - N° de référence du client W8486-18SP2A | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$PD-150-73005 | |
| File No. - N° de dossier pd150.W8486-18SP2A | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-07-10 | 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: Fulham, Veronique | Buyer Id - Id de l'acheteur pd150 |
| Telephone No. - N° de téléphone (819) 420-5332 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| 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 |

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

The Attachments include the Evaluation Procedures and Basis of Selection and, the Electronic Payment Instruments.

1.2 Requirement

This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (the "Client") to procure packages of **Peanut Butter** in support of the Individual Meal Packs (IMP). It is intended to result in the award of a contract from the date that Contract is awarded up to May 31st, 2018, plus (4) four one-year irrevocable options allowing Canada to extend the term of the contract and to procure additional quantities of the food item.

1.3 Scope

Canada may, when circumstances require, expand, change, add, or modify the food items for the IMPs. Any such changes will be done in agreement of the contractor.

1.4 Background

Each year, the National Combat Ration Program (NCRP) produces IMPs that are used for training exercises, deployed operations or in emergency situations when the use of fresh rations is not possible. The IMPs consist of various food and non-food items packaged in an overwrap bag.

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

1.5 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.6 Trade Agreements

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

1.7 Canadian Content

- (a) This procurement is conditionally limited to Canadian goods.
- (b) 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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

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

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 (2016-04-04) 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:

- i. Delete: 60 days
- ii. Insert: 120 days

2.1.1 SACC Manual Clauses

(a) No Substitute Products

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

(b) Taxes- Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

2.2 Canadian Content Definition

A3050T (2014-11-27) Canadian Content Definition

2.3 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.

Bidders should not submit their Bid and food samples to DND and only to PWGSC as indicated above.

2.4 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.6 Applicable Laws

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

2.7 Standards and Methods Publications

A copy of the following standards referred to in the bid solicitation can be obtained as detailed below:

CGSB Standards

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

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copies)
- Section III: Certifications (1 hard copies)

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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.4 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and the 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 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.
- (d) In addition to any other periods established in the bid solicitation:
 - 1. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period is specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - 2. Requests for Survey: If Canada wishes to survey the Bidder's facilities, the Bidder must make its facilities available for this purpose within 10 working days or a request by the Contracting Authority.

3. Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.1.1 Technical Evaluation

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Evaluation Team may determine that a bid does not meet a Mandatory Requirement at any time during that evaluation process.

4.1.1.1 Mandatory Technical Criteria

The mandatory technical criteria are described in Annex A- Part 9.

4.1.1.2 Submission of a Food Sample(s) Point Rated

The point-rated technical criteria are described in Annex A- Part 9.

4.1.1.3 Financial Evaluation

1. The Bidder's Financial Bids will be evaluated by the PWGSC Contracting Authority.

Pricing: Bidders must submit their financial bid in accordance with the pricing tables provided in Annex B. The total amount of Applicable Taxes must be shown separately.

The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders, in accordance with the pricing tables provided in Annex B.

All Costs to be included: the financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years,

2. Evaluation of Price - Canadian / Foreign Bidders

a) The price of the bid will be evaluated as follows:

- i. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- ii. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

b) Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

c) Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

- d) For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; and
 - c) obtain the required minimum average score of 6 points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale 1 to 9 points.
2. Bids not meeting (a), (b) and (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

| Basis of Selection- Highest Combines Rating Technical Merit (60%) and Price (40%) | | | | |
|--|------------------------------|------------------|-----------------|-----------------|
| | | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score | | 115/135 | 89/135 | 92/135 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.000 |
| Calculations | Technical Merit Score | 115/135x60=51.11 | 89/135x60=39.56 | 92/135x60=40.89 |
| | Pricing Score | 45/55x40=32.73 | 45/50x40=36.00 | 45/45x40=40.00 |
| | | | | |

Solicitation No. - N° de l'invitation
W8486-18SP2A
Client Ref. No. - N° de réf. du client
W8486-18SP2A

Amd. No. - N° de la modif.
File No. - N° du dossier
pd150.W8486-18SP2A

Buyer ID - Id de l'acheteur
PD150
CCC No./N° CCC - FMS No./N° VME

| | | | |
|-----------------------|-------|-------|-------|
| Combine Rating | 83.84 | 75.56 | 80.89 |
| Overall Rating | 1st | 3rd | 2nd |

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

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

The Bidder certifies that:

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

5.1.3.1.1 SACC Manual clause A3050T (2014-11-27) Canadian Content Definition.

PART 6- RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

6.1.1 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Annex B of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.2 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(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.2.1.1 under Section 22 Warranty

Delete: Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for **12 months**, the work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract.

Insert: Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for **3 years**, the work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract.

6.2.2 Supplemental General Conditions

| | | |
|--------|------------|---|
| A9006C | 2012-07-16 | Defence Contract |
| D9002C | 2007-11-30 | Incomplete Assemblies |
| D6010C | 2007-11-30 | Palletization |
| D5510C | 2014-06-26 | Quality Assurance Authority (Department of National Defence)- Canadian-based Contractor |

To substitute the last paragraph with the following:

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records or corrective actions, must be retained by the Contractor for four (4) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

| | | |
|---------------|-------------------|--|
| <i>D5515C</i> | <i>2010-01-11</i> | Quality Assurance Authority (Department of National Defence)- Foreign-based and United States Contractor |
| <i>D5540C</i> | <i>2010-08-16</i> | ISO 9001: 2008 Quality Management Systems- Requirements (Quality Assurance Code Q) |
| <i>D5604C</i> | <i>2008-12-12</i> | Release Documents (Department of National Defence)- Foreign-based Contractor |
| <i>D5605C</i> | <i>2010-01-11</i> | Release Documents (Department of National Defence)- United States-based Contractor |
| <i>D5606C</i> | <i>2012-07-16</i> | Release Documents (Department of National Defence)- Canadian-based Contractor |

6.3 Term of Contract

6.3.1 Period of the Contract

Contract Period: The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (a) The "Initial Contract Period" which begins on the date the Contract is awarded and end on May 31st, 2018.
- (b) The Period during which the Contract is extended, if Canada chooses to excise any options set out in the Contract.

6.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **(4) four additional one-year periods** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Annex B- Pricing Table.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.3.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

6.4 Preparation for Delivery

The contractor must contact the Assembler at (*To be completed at award of contract*) to determine a delivery date within the consignee delivery period. The contractor must be accompanied by a hard copy letter, on firm letterhead, which certifies that the product delivered has been tested, complies with the specifications and compares to the approved tender sample.

6.5 Delivery Date

- (a) For the initial Contract Period, all items must be delivered no sooner than October 1st, 2017 and no later than December 15th, 2017.
- (b) Should the delivery take place after December 15th, 2017, and should the new delivery date cause the Assembler to interrupt a plant closure, that Contractor is responsible to pay the Assembler directly for any recall of personnel in accordance with the Assembler's recall rate.

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Véronique Fulham
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Consumer Goods and Information Products Division- PI Division
Address: 11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: 819-420-5332
E-mail: veronique.fulham@tpsgc-pwgsc.gc.ca

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

6.6.2 Technical Authority

The Technical Authority for the Contract is:

Name: *To be included at Contract Award*
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail: _____

The Technical Authority named above 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the

Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6.3 Contractor's Representative

Name: *To be included at Contract Award*

Telephone: _____

Facsimile: _____

E-mail: _____

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm unit price(s), as specified in Annex B for a cost of \$ _____*. Customs duties are included and Applicable Taxes are extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2. Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada

6.7.3 Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.7.4 Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.7.5 Applicable Laws

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

6.7.6 Electronic Payment of Invoices – Contract

To be updated at contract award based on bidders response.

(To be completed at award of contract)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a) Direct Deposit (Domestic and International);
- b) Wire Transfer (International Only).

6.8 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.

By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all changes are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

2. The Contractor must provide the original of each invoice to the Procurement Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

- (a) The original and (1) one copy must be forwarded to the following address for certification and payment

Will be updated on contract award

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

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Priority of Documents

If there is a discrepancy between the wordings 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) Articles of Agreement;
- (b) 2030 (2016-04-04) General Conditions- Higher Complexity- Goods
- (c) Annex A Statement of Work
- (d) Annex B Pricing Table

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pd150.W8486-18SP2A

Buyer ID - Id de l'acheteur
PD150
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- (e) Sensory Evaluation results (Attachment 1, Evaluation Procedures and Basis of Selection)
- (f) The Contractor's bid dated *(to be completed at award of contract)*

ANNEX "A"- PART 1

STATEMENT OF WORK

PEANUT BUTTER FOR INDIVIDUAL MEAL PACKS (IMPs)

1. Objective

This document provides information on the Canadian Armed Forces' (CAF) need to purchase Peanut butter for the IMPs:

2. Background

Each year, the National Combat Ration Program (NCRP) produces IMPs that are used for training exercises, deployed operations or in emergency situations when the use of fresh rations is not possible. The IMPs consist of various food and non-food items packaged in an overwrap bag.

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

Scope: Canada may, when circumstances require, expand, change, add, or modify the food items for the IMPs. Any such changes will be done in agreement of the contractor.

3. Acronyms

| | |
|----------|--|
| ANSI/ASQ | American National Standards Institute/American Society for Quality |
| CA | Contracting Authority |
| CAF | Canadian Armed Forces |
| CFIA | Canadian Food Inspection Agency |
| CoA | Certificate of Analysis |
| DND | Department of National Defence |
| IMP | Individual Meal Pack |
| LMC | Light Meal Combat Pack |
| NCRP | National Combat Rations Program |
| PA | Procurement Authority |
| PMO | Project Management Office |
| PSPC | Public Services and Procurement Canada |
| QAR | Quality Assurance Representative |
| RFP | Request for Proposal |
| SOW | Statement of Work |

4. Applicable Documents

The following documents are incorporated in this SOW to the extent specified herein:

4.1 ANSI/ASQ Z1.4-2008;

4.2 Canada's Food and Drugs Act and Regulations;

- 4.3** CFIA Acts and Regulations;
- 4.4** Consumer Packaging and Labelling Act and Regulations;
- 4.5** Canadian Food Inspection Agency Core Labelling Requirements;
- 4.6** Canada Grain Act and Regulations;
- 4.7** Pest Control Products Act;
- 4.8** Specification for Aluminum Foil Laminate – D-85-001-136/SF-001; and
- 4.9** D-LM-008-036/SF-000 – Department of National Defence Minimum Requirements for Manufacturer's Standard Pack.

5. Requirement

5.1 Scope of Work and Tasks

The Contractor must provide Peanut butter as per Technical Specifications (Annex A, Part 7), including shipment to the Assembler according to the Production Schedule (Annex A, Part 4) and replacement of all defective products (paragraph 6.5 of Annex A, Part 1).

6. Constraints

6.1 Quality

Components are required for production of an IMP for CAF personnel serving overseas as well as in Canada. To ensure the shelf life of 3 years, Contractors are required to subject items to the most rigorous quality control. The Contractor must ensure that the items are hermetically sealed and free from grease, dirt, stains, leakage, folds and foreign material. The Contractor must ensure that the items are manufactured during the year of scheduled delivery (2017). At all times, the Contractor is responsible to provide products that meet or exceed the approved RFP (tender) sample.

6.2 Communication

The Contractor must not contact the Assembler except to establish the delivery date of goods during the contract delivery period.

6.3 Production and Verification Samples

The Contractor must provide production and verification samples in accordance with Annex A, Part 2.

6.4 Assembler Verification Method

The Assembler will follow the Assembler's verification method identified in Annex A, Part 3.

6.5 Replacement of Defective Product

As a result of the verification conducted by DND and/or the Assembler, the Contractor must follow these replacement actions:

- 6.5.1** When shortfalls and/or packaging deficiencies are identified and reported to DND, DND 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 Contractor against any cost(s) incurred by Canada resulting from any delay(s) during the assembly of ration packs.
- 6.5.2** When a problem is identified during Assembler verification of delivered goods, and there is a need for additional verification which exceeds 2% of the shipment, the Contractor will be informed of the problem, and his input on additional inspection will be requested before additional verification/inspection begins at the Assembler's plant. DND will obtain a cost estimate from the Assembler when more verification is required by the Assembler.
- 6.5.3** If the Assembler is required to perform any additional verification at the Assembler's plant, the manpower cost for the increased workload must be at the Contractor's expense.
- 6.5.4** Should any of the shipments/deliveries identified in Annex A, Part 4 be returned to the Contractor for inspection, the cost of transporting the product back and forth must be at the Contractor's expense.
- 6.5.5** Second and subsequent verification of shipments/deliveries to replace defective goods must be at the Contractor's expense.
- 6.5.6** When a deficiency is identified after delivery to the Assembler or after the IMPs are assembled, whether the ration packs are at the Assembler's plant or have been distributed to Bases, the Contractor must be responsible to replace the defective products, and subject to the type of deficiency, may have to replace the entire quantity of related packages as the defective goods. In this instance, the Contractor must be responsible for all associated costs, such as labour costs for additional verification, unpacking/repackaging of meals, disposal of defective product as required, transportation cost to recall distributed defective packs as applicable, and material cost for overwrap pouches.
- 6.5.7** In support of the ration assembly operation, the Contractor must replace, based on the defective product rate obtained from the first assembly period, the extrapolated number of goods necessary to successfully conclude the assembly year. The Contractor must ship replacement goods before the end of the second assembly period of meals containing the product. This date must be provided by the PMO NCRP.

7. Final Acceptance of Goods

In all instances, final approval and acceptance must rest with the PMO NCRP. In all instances where shipments deviate from the requirement of the contract, the PMO NCRP and PA are to be advised through the CA.

8. Number of shipments and Lot Number Listing Form

The contractor must completely fill out and provide the Lot Number Listing Form (Annex A, Part 5) to the Assembler with every delivery. The Contractor must minimize, as best as possible, the number of shipments.

9. Production Schedule

The Contractor must complete and provide the Production Schedule (Annex A, Part 4).

ANNEX A- PART 2 PRODUCTION AND VERIFICATION SAMPLES (After Contract Award)

1. Production Evaluation

As a minimum, at the beginning of the production, the Contractor must pull samples, compare them to the approved RFP (tender) samples submitted with the bid to ensure consistency, and keep meaningful records of the evaluation. During production, the Contractor is also responsible for determining the frequency of testing to ensure consistent production quality.

DND will conduct the comparison between the approved RFP (tender) samples and the production.

2. Changes from Approved RFP (Tender) Samples

If any changes from the approved RFP (tender) sample must be made (change of raw material, change of contractor of the raw material etc.), details of such change accompanied by proper substantiation and new RFP (tender) samples, must be submitted to the PMO NCRP. Authorization must be obtained prior to commencement of production. If production is already under way, it is at the Contractor's own risk.

3. First Production Lot Samples

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

First production lot samples are collected for each contracted item.

First production lot samples are for internal use only, and must not be misinterpreted as being the process for production verification.

4. The Contractor must:

- 4.1** Submit 15 first production lot samples selected from the first accepted production lot.
- 4.2** Ship the production samples to the following address, a maximum of three (3) days from first day of production:

National Defence Headquarters
PMO NCRP Evaluation Centre
(To be indicated at contract award)

C/O: To be indicated at contract award.

4.3 Provide quality control documents when requested by the PMO NCRP.

4.4 Provide the following information by e-mail to: *to be indicated at contract award*

4.4.1 The list of ingredients and the nutrition information. The nutrition information and the list of ingredients must be provided electronically in Word format to: *To be indicated at contract award*; in accordance with the Canadian Food Inspection Agency's format as follows:

List of Ingredients/Liste des Ingrédients

| Nutrition Facts | |
|--|---------------------------------------|
| Valeur nutritive | |
| Per 125 mL (87 g) / par 125 mL (87 g) | |
| Amount Teneur | % Daily Value % valeur quotidienne |
| Calories / Calories 80 | |
| Fat / Lipides 0.5 g | 1 % |
| Saturated / saturés 0 g + Trans / trans 0 g | 0 % |
| Cholesterol / Cholestérol 0 mg | |
| Sodium / Sodium 0 mg | 0 % |
| Carbohydrate / Glucides 18 g | 6 % |
| Fibre / Fibres 2 g | 8 % |
| Sugars / Sucres 2 g | |
| Protein / Protéines 3 g | |
| Vitamin A / Vitamine A | 2 % |
| Vitamin C / Vitamine C | 10 % |
| Calcium / Calcium | 0 % |
| Iron / Fer | 2 % |

4.5 Provide with each delivery of first production lot samples, a certificate stating that the product is of the same quality (equal or better) and is fully comparable to the approved RFP (tender) samples. If there are differences between the RFP (tender) sample and the production, the Contractor must report them to the Technical Authority as soon as they are identified.

5. Verification Samples

The cost of shipping verification samples is at the Contractor's expense. Upon receipt, samples become DND property and will not be returned to Contractor. Verification samples are DND's tool used to spot-check the production being procured.

5.1 Sample Size

| ITEM | SAMPLE SIZE (PACKAGES/LOT) |
|---------------|-------------------------------|
| Peanut butter | 3 |

5.2 The Contractor must:

Ship the verification samples to the following location accompanied by a letter indicating the selected lot numbers:

National Defence Headquarters
PMO NCRP Evaluation Centre

C/O To be announced at contract award

5.3 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 will evaluate verification samples by comparing the organoleptic qualities of the food to the approved RFP (tender) sample. The PMO NCRP will also weigh the samples to ensure they meet the specifications. 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.

6. Documentation accompanying each delivery

All deliveries to the Assembler must be accompanied with the following documentation:

- 6.1 A certification that the products are of equal or superior quality to the bid samples and that they are comparable to the samples
- 6.2 A completed Lot Number Listing Form (Annex A, Part 5)
- 6.3 A completed CF1280 Form (Annex A, Part 8)

7. Defective Product Evaluation Process

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

- 7.1 The defective item may be quarantined; and/or
- 7.2 The offending lot may be rejected or investigated further; and/or
- 7.3 The Contractor could be asked to investigate adjacent lots until acceptable product is obtained. The PMO NCRP could ask for samples of Contractor's declared acceptable product for verification; and/or

7.4 The PMO NCRP could request samples from lots declared acceptable by the Contractor in order to conduct verification.

7.5 Two members from PMO NCRP may evaluate any defective lot/item and/or adjacent lots.

When the evaluation is performed as mentioned above and an inconsistency in quality among the production is observed, the entire produced quantity could be rejected and any further investigation will be ceased. To determine if a lot is acceptable or not, the ANSI/ASQ Z1.4-2008 will be used. The inspection level and sample size used will depend on the type of defect.

- a. *Critical Defect:* A defect which would render the item uneatable in the field or one that could cause illness if consumed.
- b. *Minor Defect:* A defect that will not affect the usability of the item but varies from the approved RFP (tender) sample.

Defects will be evaluated using a single sampling plan with an S-3 inspection level and the acceptable quality level (AQL) will be 1.5 for critical defects and 4.0 for minor defects as per ANSI/ASQ Z1.4-2008.

A lot that fails the ANSI/ASQ Z1.4-2008 inspection will result in either the rejection of the sampled lot or a 100% inspection/rework of the affected lot. When lots are rejected, new product replacements will be required and the Contractor will provide instructions on the disposal of the rejected lots.

ANNEX A- PART 3 ASSEMBLER'S VERIFICATION METHOD

This document 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 will 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:

1. Custom Made/Packaged Food Items

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

- 1.1** will randomly select cases from all incoming goods for inspection. Sample size must be at least 0.5% of the quantity received;
- 1.2** will open selected cases and remove contents. Selected samples must be inspected for the following:
 - 1.2.1** item's production code to verify that the product is of the newest production;
 - 1.2.2** that the number of items per case matches the quantity marked on the case; and
 - 1.2.3** that packets are clean, do not leak nor have a defective seal.

2. Verification Results

Verification results will be interpreted as follows:

- 2.1** if there are no non-conformances identified, and if the number of units per case is equal to or greater than the quantity ordered there will be no further verification by the Assembler; and
- 2.2** 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 PMO NCRP.
- 2.3** In some cases, the lot acceptability may be determined by the ANSI/ASQ Z1.4-2008 procedures as indicated in para 6.5 of Annex A, Part 2.

3. Corrective Measures

The corrective measures described in Annex A, Part 1, paragraph 6.5 (Replacement of Defective Product) will apply.

ANNEX A- PART 4 PRODUCTION SCHEDULE

| PRODUCTION | | | | | PACKING/INSPECTION | |
|------------|-----|------|------|----|--------------------|----|
| ITEM | QTY | DAYS | FROM | TO | FROM | TO |
| | | | | | | |
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This schedule must be provided no later than 10 days after contract award to: *To be announced at contract award*, and to the PA.

Delivery Schedule for IMP18:

Peanut Butter

No sooner than October 1st, 2017 and no later than December 15th, 2017.

The dates indicated above are the preferred dates. If the Contractor cannot meet the delivery dates, the PMO NCRP must be notified. New delivery dates must be proposed by the Contractor and submitted for authorization by the PMO NCRP.

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ANNEX A – PART 5

LOT 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 A – PART 6 CONTRACT DELIVERABLES

The Contractor must deliver and provide all requirements identified in this Annex at the dates specified.

| What | Details | When |
|--|--|---|
| Production Schedule | - Production Schedule (Annex A, Part 4) | 10 (ten) days after contract award |
| Label Proofs | - A proof of every label must be sent to the PMO NCRP for review and approval before printing the labels (PDF file) - Details in Technical Specifications (Annex A, part 7) | 10 (ten) days after contract award |
| Production Samples | - With certification stating same as RFP (tender) samples - With quality control documentation when requested by the PMO NCRP | Within 3 (three) days of start of the production |
| Verification Samples | -Quantities to be provided according to table at para 5.1, Annex A, Part 2 -With list of lots selected | Within 5 (five) days of completion of each production run |
| Lot Number Listing | - Lot Number Listing Form (Annex A, Part 5) | Shipped with each production delivery to Assembler |
| CF1280 | -Certificate of Release, Inspection and Acceptance | Shipped with each production delivery to Assembler. |
| Certificate of conformity | - A certificate of conformity stating that the product is the same quality and is fully comparable to the approved tender samples. | Shipped with each production delivery to Assembler. |
| Food Items (paragraph 5 of Annex A) | - Must be delivered as per contractual standards (Annex A, Part 7), quality, quantities (Basis of payments) and schedule (Annex A, Part 4) | As per approved schedule |
| Invoicing | - Invoices must be sent following deliveries to Assembler and must be accompanied by DND Quality Assurance Form (CF1280) (Contract Clause D5540C) | After delivery |

ANNEX A- PART 7

TECHNICAL SPECIFICATIONS FOR PEANUT BUTTER

| GENERAL | | |
|---|--|--|
| PRODUCT | PEANUT BUTTER | |
| APPLICABLE PUBLICATIONS | 1. D-85-001-136/SF-001 | Specification for Aluminum Foil Laminate |
| | 2. D-LM-008-036/SF-000 | Department of National Defence Minimum Requirements for Manufacturer's Standard Pack |
| | 3. Canada's Food and Drug Act regulations | |
| | 4. Canada's Consumer Packaging and Labelling Act and Regulations | |
| | 5. Canada Agricultural Product Act | |
| REQUIREMENTS | | |
| DESCRIPTION | Must be of good quality and must be characteristic in flavor | |
| MINIMUM PORTION SIZE | 20g | |
| SHELF-LIFE | 3 years | |
| PACKAGING | | |
| DIMENSIONS | 12cm ± 1cm x 5 cm ± 1cm | |
| SEALS | Minimum of 5 mm smooth seal on four sides. The seals of the pouch must be continuous and there must be no wrinkles, folds or pleats in the finished seal. Heat seals on back of pouch are not acceptable. | |
| MATERIAL | Must comply with the Food and Drugs Act and Regulations, Division 23. Made according to publication #1, replace para 3.1 with construction material indicated below. Construction of material from outside of package to inside of pouch: <ul style="list-style-type: none">• OPET/ White PE /Aluminum Foil/Clear PE /PE Coex Sealant• Nominal thickness (mil) 2.9• O₂TR (cc/100 in²/24 hrs@100°F, 90RH, 1 atm) < 0.01• Seal Strength (lbs@ 300°F, 40psi, 1 sec) 3500 g/in min Any packaging material that is equivalent is acceptable The sealed pouch must not rupture or otherwise suffer a loss of integrity. | |
| COLOUR OF PACKAGING | Tan (Pantone No. 7501 C) | |
| FINISH | Matte or shiny | |
| PRINTING COLOUR | Black (Pantone No. Black U or Black C) | |
| NOTCHES | <ul style="list-style-type: none">- Must have '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.- Tear notches are the preferred option but any other opening device is acceptable (serrated closure edge) | |
| PUNCTURE RESISTANCE | ≥10lbs | |
| TOTAL BULK VOLUME | Thickness must not exceed 1cm | |
| LABELLING | | |
| LAYOUT | <ul style="list-style-type: none">- All required information and placement is shown in Figure 1, please note that the drawing is not to scale, it is up to the Bidder to determine exact font sizes, etc.- The information must be displayed in the exact order as shown in Figure 1.- CAF Production code printed or embossed on the seal (details herein). | |
| INGREDIENT LIST AND NUTRITION INFORMATION | <ul style="list-style-type: none">- Must meet the Food and Drug Act and Regulations- Must be provided in accordance with applicable publication #4- The Ingredient list is required on individual packages- The Nutrition Information not required on the individual packages | |
| CF PRODUCTION CODE | If embossed, it must be located on the package's seal only. Must be composed in the following manner: <ul style="list-style-type: none">- the first two digits represent the year of production- the next three digits represent the date of packaging with the Julian date- the last digit represents the batch number | |

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PD150
CCC No./N° CCC - FMS No./N° VME

| | |
|--|--|
| | If commercial product is submitted, a code interpretation must also be provided. |
|--|--|

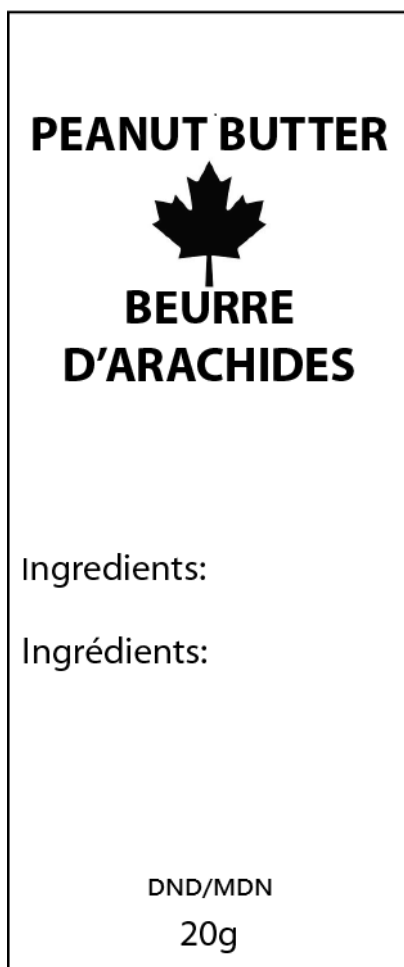


Figure 1 – Package layout for Peanut Butter. Not to scale.

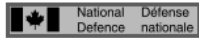
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pd150.W8486-18SP2A

Buyer ID - Id de l'acheteur
PD150
CCC No./N° CCC - FMS No./N° VME

ANNEX A – PART 8

CF1280- CERTIFICATE OF RELEASE, INSPECTION AND ACCEPTANCE



Certificate of Release, Inspection and Acceptance - Certificat de libération, d'inspection et de réception (CF 1280)

| | | | | | | | |
|---|---|---|--|---|---|--|---|
| 1. Purchaser - Acheteur | | 2. Purchase order or reference file Bon de commande ou N° de dossier | | 3. Government contract number N° de dossier du gouvernement | | 4. No of pages N° de pages | |
| 5. Contractor - Entrepreneur | | 6. Shipped from (consignor) Lieu d'expédition (expéditeur) | | 7. Shipped to (consignee) Lieu de destination (destinataire) | | 8. Shipment no. N° de l'envoi | |
| Contract item no. N° d'article du contrat (9) | NATO stock number N° nomenclature OTAN (10) | Item identification Identification de l'article (11) | Serial number or size N° de série ou taille (12) | Quantity Unit of measure Quantité Unité de mesure (13) | Package number N° de l'emballage (14) | Undelivered balance Quantité non livrée (15) | Quantity received Quantité reçue (16) |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 17. Contractor certification Attestation de l'entrepreneur I certify that the item(s) listed above has/have been inspected and tested and conform to all specifications and requirements detailed in the contract or purchase order. J'atteste que l'/les article(s) inscrits ci-haut a/ont été inspecté(s) et mis à l'essai et qu'il(s) est/sont en tous points conformes aux spécifications et exigences du contrat ou du bon de commande. _____ Print - Imprimer _____ Signature (Contractor QC) Signer (CQ de l'entrepreneur) | | 18. Government quality assurance Assurance officielle de la qualité I certify that Government Quality Assurance has been performed. Je certifie que l'assurance officielle de la qualité a été effectuée. _____ Print - Imprimer _____ Signature (GAR) Signer (RAQ) | | 19. Acceptance Acceptation Quantity/ies shown in block (16) was/were received in apparent good condition. La(es) quantité(s) indiquée(s) à la case (16) a/ont été reçues, et l'/les article(s) semble/ent être en bon état. _____ Print - Imprimer _____ Signature (Receiving Authority at destination) Signer (Autorité de réception à la destination) | | | |

CF 1280 (11-2011)
Design: Forms Management 613-957-6999
Conception: Gestion des formulaires 613-957-6906

ANNEX A- PART 9

EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Technical Evaluation

The technical evaluation is divided into two (2) parts. The first part consists of mandatory criteria, which are evaluated on a simple pass/fail basis. The second part of the evaluation procedure consists of a point-rated sensory evaluation.

1.1 Part 1: Mandatory Criteria

- (a) The Bidder must comply and meet with all technical requirements and all terms and conditions specified in this bid solicitation.
- (b) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Evaluation Team may determine that a bid does not meet a Mandatory Requirement at any time during the evaluation process.
- (c) Each Bidder must submit thirty (30) food samples of Peanut Butter. This allows Canada to verify compliance with any of the requirements of this bid solicitation.
- (d) The Technical Bid, including all documentation and food samples, must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated on Page 1 of the Bid Solicitation.
- (e) The mandatory technical criteria are described in Table 1 and Table 2 below.

Table 1 - Mandatory Criteria that must be provided at Bid Closing

| # | Criteria | Comments |
|----|---|---|
| 1. | The Bidder must provide thirty (30) samples of Peanut Butter. The samples must be selected from the same lot number. The lot number must be printed on each submission sample. The samples must meet the technical requirements indicated on the technical specification sheet (Annex A – Part 7) provided in this requirement. | The Bidder is responsible for all shipping costs and associated expenses in manufacturing the food item. Upon receipt, samples will become DND's property and will not be returned. |
| 2. | | |

| | | |
|----|--|--|
| | The packaging material of all food items that the bidder is bidding for must have a minimum puncture resistance of 10 pounds. A valid certificate from the packaging material supplier must be provided. The Bidder must indicate the name of the item the certificate applies to. | |
| | The Bidder must provide the packaging material specification sheet. If there has not been a packaging material change or a change in suppliers, the same certificate is valid for a period of five (5) years only. | |
| 4. | The Bidder should provide a statement indicating that samples meet all the specifications indicated in the technical specification sheet (Annex A – Part 7). | |
| 5. | The Bidder should provide a statement indicating the minimum net weight of the food item in grams (g) | |
| 6. | The Bidder should provide a statement indicating the number of packets per shipping container. | The Bidder should indicate number of packets/shipping container at time of production. |
| 7. | A statement indicating the production code interpretation should be provided by the Bidder. | Only applicable if the CAF production code is not used. |
| 8. | The Bidder's representative and alternate representative should be provided. | |

1.2 Part 2: Point Rated Technical Criteria

- a) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit the information requested by this bid solicitation will be rated accordingly.
- b) A sensory evaluation for each food item proposed will be conducted by volunteers. Each food item must attain the required minimum average score of 6 (six) points for each of the following criterion:
 - Appearance;
 - Texture;
 - Flavor (taste and aroma);
 - Overall.
- c) A minimum of ten (10) to twelve (12) volunteers will evaluate up to ten products per sitting.
- d) The purpose of the test is to establish the acceptance of RFP (tender) samples for the IMPs by the users. Each food item tendered will be evaluated on its own merit using a nine point Hedonic scale ranging from 1 to 9 where each panelist indicates their rating. The average scores of all the volunteers will be computed. See below in this attachment for the Hedonic scale used.

- e) If Canada determines as a result of examining the sample(s) that the Bidder's proposed food item(s) does not meet the minimum average score of 6 (six) points, the Bidder's bid will be declared non-responsive.
- f) **Note to bidders:** Once a Contract is awarded, approved RFP (tender) samples are retained and distributed to appropriate personnel who are responsible for conducting the comparison between the approved RFP (tender) sample and the production end product.

SENSORY EVALUATION: HEDONIC SCALES

RFP (TENDER) SAMPLE PRODUCT TASTING QUESTIONNAIRE

For evaluation accuracy, please do not communicate with other tasters prior to completing tasting.
fin d'obtenir une juste évaluation, veuillez ne pas communiquer avec les autres évaluateurs, avant de compléter votre évaluation.

Product/Produit: _____

Name/Nom: _____

Your opinion is important and has a bearing on whether or not this product will be included in Individual Meal Packs.
Votre opinion est importante et déterminera si oui ou non ce produit sera inclus dans les rations individuelles de combat.

Please taste this sample and circle the appropriate rating number / S'il vous plaît, goûtez à cet échantillon et encerclez la note appropriée

Predisposition / Prédiposition:

If you are allergic to this product, please check the following square: ☐

If you don't usually eat this product (dislike this product or a component), please check the following square: ☐

If you have checked either one of these squares, please do not continue this evaluation.

Si vous souffrez d'une allergie à ce produit, veuillez cocher la case suivante : ☐

Si vous ne consommez pas normalement ce produit (aversion à ce produit ou à une composante), cochez la case suivante : ☐

Si vous avez coché l'une ou l'autre des deux cases précédentes, veuillez ne pas continuer l'évaluation.

Appearance: / Apparence:

| | | | | | | | | |
|--|---|--|--|--|---|---|--|---|
| 1 dislike extremely extrêmement déplaisant | 2 dislike very much très déplaisant | 3 dislike moderately modérément déplaisant | 4 dislike slightly légèrement déplaisant | 5 neither like nor dislike ni plaisant ni déplaisant | 6 like slightly légèrement plaisant | 7 like moderately modérément plaisant | 8 like very much très plaisant | 9 like extremely extrêmement plaisant |
|--|---|--|--|--|---|---|--|---|

Comments:

Commentaires:

Texture: / Texture:

| | | | | | | | | |
|--|---|--|--|--|---|---|--|---|
| 1 dislike extremely extrêmement déplaisant | 2 dislike very much très déplaisant | 3 dislike moderately modérément déplaisant | 4 dislike slightly légèrement déplaisant | 5 neither like nor dislike ni plaisant ni déplaisant | 6 like slightly légèrement plaisant | 7 like moderately modérément plaisant | 8 like very much très plaisant | 9 like extremely extrêmement plaisant |
|--|---|--|--|--|---|---|--|---|

Comments:

Commentaires:

Flavour: (taste and aroma) / Saveur: (goût et arôme)

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| | | | | | | | | |
|--|---|--|--|--|---|---|--|---|
| 1 dislike extremely extrêmement déplaisant | 2 dislike very much très déplaisant | 3 dislike moderately modérément déplaisant | 4 dislike slightly légèrement déplaisant | 5 neither like nor dislike ni plaisant ni déplaisant | 6 like slightly légèrement plaisant | 7 like moderately modérément plaisant | 8 like very much très plaisant | 9 like extremely extrêmement plaisant |
| Comments: | | | | | | | | |
| Commentaires: | | | | | | | | |

| | | | | | | | | |
|--|---|--|--|--|---|---|--|---|
| Overall/Globale: | | | | | | | | |
| 1 dislike extremely extrêmement déplaisant | 2 dislike very much très déplaisant | 3 dislike moderately modérément déplaisant | 4 dislike slightly légèrement déplaisant | 5 neither like nor dislike ni plaisant ni déplaisant | 6 like slightly légèrement plaisant | 7 like moderately modérément plaisant | 8 like very much très plaisant | 9 like extremely extrêmement plaisant |
| Comments: | | | | | | | | |
| Commentaires: | | | | | | | | |

ANNEX A- PART 10 SHIPPING AND DELIVERY INSTRUCTIONS

1.1 Packing and Markings

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

- a) Shipping containers must be in accordance with CAN/CGSB 43.22-2001, Standard for Corrugated Fibreboard Products, dated Dec 2001, Class 1, Style 1, Code C6, B Flute. The inside dimensions must not exceed 15 ¾" long x 11 ½" wide x 7 1/8" high.
- b) Must remain intact and show no sign of deterioration when food products are placed inside the container and when the containers are palletised.
- c) The CAF or the manufacturer's batch number (production code), 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 palletised.
- d) The CAF code is composed in the following manner:
 - 1. The 1st two digits represent the year of production;
 - 2. The next three digits represent the Julian date of packing;
 - 3. The last digits represent the batch number. The batch number is separated from the Julian date by a space.

If the CAF is not used, a production code interpretation must be provided.

- e) Shipping containers must be sequentially palletized according to batch numbers.
- f) When retorted flexible pouches cases are palletised, a maximum of two (2) lots can be palletised consecutively on a single pallet to the exception of the necessity to divide a lot or if a small lot is produced.
- g) Each shipping container must contain a consistent number of packages for the same type of food.
- h) Each shipping container and its contents must not exceed a mass of 11.3 Kg (25 lbs).

1.2 Preparation for Delivery

- a) The contractor must contact the Assembler by phone (*to be included at Contract Award*) or by email: (*to be included at Contract Award*) to determine a delivery date within the consignee delivery period. The Contractor must call the Assembler as early as they have established their delivery schedule to assist in delivery dates co-ordination. The Contractor must also plan with the Assembler any additional deliveries outside the established delivery schedule.

- b) All items are to be called up showing preparation for delivery with material shipped on DND, full top and bottom, 4 way entry wood pallets size 40" x 48" purchased and provided by the Assembler. The contractor must email the Assembler (*to be included at Contract Award*) to request pallets. The following information has to be provided: Contract No., number of pallets required, date of pick-up and name of transporter. A notice of 48 hours must be provided by the contractor. It is the contractor's responsibility to organise the transport to the assembler's facility for pallet pick-up. The contractor is also responsible for all costs related to this transport.
- c) Pallets that are not used must be returned to the Assembler. The company will be charged the cost of \$86.15 plus tax for each pallet not returned or lost. Payment for the cost of missing pallets will be deducted for the last invoice.
- d) Each shipment must include the "Lot Number Listing Form" properly completed as per Annex A- Part 5. An electronic version in an Excel spreadsheet format must be submitted to the Assembler (*contact to be provided*) when the shipment leaves the plant. A conformance letter and a Certificate of release, inspection and acceptance (CF1280) must also be provided by email. The Assembler will keep all certifications.
- e) Unit loads must not exceed forty-six inches (46") high, excluding pallet height. If this requirement cannot be met, an exemption request with justification must be documented in the bid solicitation.
- f) A pallet sheet must be placed on top of the pallet to protect the shipping containers from dust. Material must be properly secured to the pallet either by strapping or stretch wraps.
- g) 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. Shipment of partial pallets is unacceptable.

1.3 Method of Delivery

- a) 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 or if the temperature monitored inside the trailer indicates a temperature outside the required 7°C to 24°C, the shipment will be refused.
- b) Each shipment delivered to the Assembler must be sealed. The seal will be installed before leaving the plant and will be removed upon arrival to the Assembler by the company's representative. If a shipment has no seal or if the seal is damaged, it will be refused.
- c) Shipping containers and pallets must not have any markings or other information related to DND visible on the outside.

1.4 Sealed Deliveries

- a) Goods will be shipped from the production site to the destination point in a vehicle, bulk container or transport container secured with a tamper evident serialized security seal.

- b) The seal will, at a minimum, be compliant with the technical requirements of the ISO 17712-2013 Freight containers — Mechanical seals Standard
- c) The seal will be installed in the presence of both the Contractor's and the carrier's representatives.
- d) The seal's serial number, the carrier's name and a detailed shipment manifest will be communicated in writing by the Contractor to the Project Authority at time of shipment.
- e) The carrier will be responsible for controlling the integrity of the seal and shipment during transit.
- f) If the seal is removed in-transit, even if by government officials, a second seal must be placed on the shipment by the carrier, and the seal change, including an explanation for the change, must be documented and immediately communicated to the Project Authority.
- g) Upon arrival at the destination, the carrier's representative and the receiver will inspect the seal for tampering and verify concordance of the seal's serial number.
- h) Upon any evidence of tampering, the Project Authority will be notified, the seal will be photographed by the receiver and the shipment will be subject to full inspection by the client.

Canada may, at its sole discretion and at no cost, refuse any shipment that shows an indication that the integrity of its contents has been compromised.

1.5 Release Documents – Distribution (CF1280)

Copy 1: Sent by email to the Assembler: *(to be included at Contract Award)*

Copy 2: Sent by email to the QAR, email address to be confirmed by the QAR.

ANNEX B- PRICING TABLE

| Item No. | Description | Estimated Qty | Ceiling Unit Price | Total | Options The firm unit prices (increases or decreases) will be adjusted in accordance with Statistics Canada's average Consumer Price Index (CPI) for Food | | | |
|----------|-----------------------------|---------------|--------------------|-------|--|---------------|---------------|---------------|
| | | | | | Option year 1 | Option year 2 | Option year 3 | Option year 4 |
| 1 | Peanut Butter (package 20g) | 1, 074,944 | \$ | \$ | | | | |
| | TOTAL BID PRICE | | | \$ | | | | |

For option year 1, 2, 3 and 4 to purchase additional quantities, the Contractor agrees that the firm unit prices (increases or decreases) will be adjusted in accordance with Statistics Canada's average Consumer Price Index (CPI) for Food. (Example March 2014 to March 2015 « +3.8% ») The adjustment will be made annually, based on the average of the CPI for Food of the most recently reported twelve-month period using the firm unit prices of the previous year.

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Optional Quantities - Ceiling Unit Pricing

The Contractor must provide unit pricing based on the scale below for each Item.

| Item No. 1 – Peanut Butter (package 20g) | |
|---|-----------------|
| Scale | Firm Unit Price |
| 0 to 100 000 Units | \$ |
| 100 001 to 200 000 Units | \$ |
| 200 001 to 300 000 Units | \$ |
| 300 001 to 400 000 Units | \$ |
| 400 001 to 500 000 Units | \$ |
| 500 001 to 600 000 Units | \$ |
| 600 001 to 700 000 Units | \$ |
| 700 001 to 800 000 Units | \$ |
| 800 001 to 900 000 Units | \$ |
| 900 001 Units and up | \$ |
| Number of Units per Contractor's shipping box | |

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PD150
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ANNEX C- ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ Direct Deposit (Domestic and International); and
- ☐ Wire Transfer (International Only)