



**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

6A2-16, Place du Portage

Phase III

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> Meal Kits		
<b>Solicitation No. - N° de l'invitation</b> W8561-180019/B	<b>Date</b> 2018-05-16	
<b>Client Reference No. - N° de référence du client</b> DRMIS 920M #13918324		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PD-150-74877		
<b>File No. - N° de dossier</b> pd150.W8561-180019	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-06-01</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fulham, Veronique		<b>Buyer Id - Id de l'acheteur</b> pd150
<b>Telephone No. - N° de téléphone</b> (819) 420-5332 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Delivery to Contractor Warehouse (Location TBA) See Annex A Statement of Work Appendix 2 for Distribution OTTAWA Ontario K1A0K2 Canada		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number W8561-180019/A dated January 24<sup>th</sup>, 2018 with a closing of March 21<sup>st</sup>, 2018 at 2pm. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The bid solicitation is divided into six parts plus appendices 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting Contract.

The annexes include the Statement of Requirement, the Pricing Table, and the Federal Contractors Program for Employment Equity – Certification. The Appendices include Mandatory Criteria, Electronic Payment Instruments and, Phased Bid Compliance Process.

### 1.2 Requirement

This Statement of Requirement details the requirement to supply prepared Meal Kits, warehouse (if applicable) for the Canadian Cadet Organizations, made up of both Cadets and Junior Canadian Rangers units, and located in various locations throughout Canada.

### 1.3 Background

The National Cadet and Junior Canadian Rangers Support Group (Natl CJCR Sp Gp) needs a complete prepared meal kit to replace the military individual Meal Packs that are no longer available due to the operational tempo of the military, but which also do not meet the nutritional and caloric requirements for active teenagers (ages 12-18).

Natl CJCR Sp Gp needs shelf stable meals that include various dietary needs. These require special combinations of meal and menu recipes to provide the necessary daily nutrients for the young Cadets and the young Junior Rangers, and must contain the nutritive and caloric values required for their strenuous training.

### 1.4 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.

## **1.5 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

## **1.6 Phased Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement.

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

The submission of bids is divided in two parts.

#### a. Delivery of Technical Bids:

Technical bid documentation 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.

#### b. Delivery of Food Samples:

All food samples must be submitted only to DND at the following address by the date and time indicated on Page 1 of the bid solicitation:

222 Queen Street,  
8<sup>th</sup> Floor Cadets, Ottawa,  
ON K1P 5V9,  
Attn. J4 Maj Sue Rittinger

### 2.3 Volumetric Data

The Meal Kits data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of Meal Kits will be consistent with this data. It is provided solely for information purposes.

#### **Meal Kit Historical Average Data for an order of 250,000.**

A.	Atlantic Region	Historical Annual Average Delivery
1	RCSU (A) NB/PEI Area QM 5 CDSB Gagetown (Camp Argonaut) N104 Nashwaak Ave, Oromocto, NB, E2V 4J5	Quantity 27,648

<b>2</b>	RCSU(A) NL Area QM HMCS Cabot Naval Complex 220 Southside Rd, St John's NL A1E 6E3	Quantity 5,760
<b>3</b>	NS Regional Cadet Support Unit (Atlantic) Bldg. 4 Lower Base 12 Wing Shearwater Shearwater, Nova Scotia. B0J 3A0	Quantity 32,256
<b>4</b>	NS West Army Cadet Expedition Centre Annapolis Basin Conference Centre 761 Broadway Ave, PO Box 279 Cornwallis Park, NS B0S 1H0	Quantity 1,152
<b>5</b>	NS East Army Cadet Expedition Centre Bldg 4, Lower Base, 12 Wing Shearwater Shearwater NS B0J 3A0	Quantity 1,152
<b>6</b>	Greenwood Cadet Training Centre 14 Wing Greenwood Bldg. 60 AD Astra Way, Greenwood, NS B0P 1N0	Quantity 3,456
<b>7</b>	Regional Cadet Land Training School (Atlantic) 5 Wing Goose Bay, Bldg 354, RCLTS(A) Storage Room Happy Valley-Goose Bay, NL A0P 1S0	Quantity 1,152
<b>8</b>	Northumberland Army Cadet Expedition Centre 1063 South Brook Rd, RR#1 Southampton, Cumberland County, NS B0M 1W0	Quantity 1,152
<b>9</b>	NL Avalon West Army Cadet Expedition Centre Avalon Storage, Henry's Pl (off Fowlers Rd), Manuals Conception Bay South, NL A1W 4K7	Quantity 1,152
<b>10</b>	NL West Army Cadet Expedition Centre A-1 Auto Body & Parts, Industrial Park Port Aux Basques, NL A0M 1C0	Quantity 1,152
<b>11</b>	NL Avalon East Army Cadet Expedition Centre A-1 Auto Body & Parts, Industrial Park Port Aux Basques, NL A0M 1C0	Quantity 1,152
<b>12</b>	Junior Rangers, 5 CRPG/GPRC 110 Entrance Supply Building PO Box 6000 Station Main, Gander Newfoundland A1V 1X1	Quantity 4,608

<b>B.</b>	<b>Central Region</b>	<b>Historical Annual Average Delivery</b>
<b>1</b>	Regional Cadet Support Unit (Central) 146 Hangar Road, 5 Hangar CFB Borden Borden, Ontario L0M 1C0	Quantity 149,760
<b>2</b>	3 CRPG/GPRC Junior Rangers 50 Market Garden Crescent (Building S-113) CFB Borden, PO Box 1000 Station Main, Borden, Ontario L0M 1C0	Quantity 5,760

<b>C.</b>	<b>Eastern Region</b>	<b>Historical Annual Average Delivery</b>
<b>1</b>	Quartier-Maître des Cadets Détachement Montréal Bâtisse 11 Nord, Garnison Montréal C.P. 4000, Succ. K Montréal, Québec H1N 3R9	Quantity 63,360
	Centre d'instruction d'été des Cadets Valcartier Unité de	Quantity 40,320

2	Soutien de Secteur Valcartier Bldg. CC118 C.P. 1000, Succursale Forces Courcellette, Quebec G0A 4Z0	
3	Centre d'instruction d'été des Cadets Bagotville 3e Escadre Bldg 86 C.P. 260, Stn Bureau-Chef Alouette, Quebec G0V 1A0	Quantity 11,520
4	2 CRPG/CPRC Junior Rangers 745 Grand Bernier Suite 200 St. Jean sur Richelieu, Quebec J3B 8H7	Quantity 5,200

D.	Northwest Region	Historical Annual Average Delivery
1	Regional Cadet Support Unit NW Detachment Winnipeg 715 Whytewold Road Building 52 West Side Loading Ramp, Winnipeg, Manitoba R3J 3Y5	Quantity 16,128
2	Regional Cadet Support Unit Northwest Detachment Edmonton Brigadier James Currie Jefferson Bldg11630 - 109th Street, Edmonton, Alberta T5G 2T8	Quantity 18,432
3	Rocky Mountain Cadet Training Centre 272240 Highway 40 North (48 KM northwest of Cochrane, AB) in the Municipal District of Bighorn, AB T4C 1B7	Quantity 16,128
4	Whitehorse Cadet Training Centre 45 Fireweed Drive, Whitehorse, YT Y1A 5T8	Quantity 8,064
5	8 Wing Cold Lake Cadet Training Centre Bldg 171 MDC Attn: Cold Lake Cadet Training Centre PO Box 4280 Stn Forces Cold Lake, AB T9M 2C6	Quantity 8,064
6	1 CRPG/GPRC Junior Rangers RAB 1st Floor Evans Building PO Box 666 Station Main, Yellowknife, Northwest Territories X1A 2R3	Quantity 11,520
7	Regional Cadet Support Unit Prairie Detachment Regina 1111 McKay Street, Regina, Sask S4N 4X9	Quantity 7,000

E.	Pacific Region	Historical Annual Average Delivery
1	Vernon Army Cadet Camp Log Support Centre - Building B3 Hwy 97-15 Avenue, Vernon, British Columbia V1T 6M8	Quantity 46,080
2	Cadet Supply Detachment- Log Support Centre 5535 Korea Road, Chilliwack, British Columbia V2R 5P2	Quantity 6,912
3	Regional Cadet Supply Unit (Pacific) 1055 Victoria View Road,	Quantity 9,216



	Victoria, British Columbia V9A 6T7	
<b>4</b>	Junior Rangers, 4 CRPG/GPRC PO Box 17000 Station Forces Bldg. 66 Colwood, Victoria, British Columbia V9A 7N2	Quantity 6,912
<b>5</b>	Albert Head – Cadet Training Centre 100 Albert Head Road, Building 1029 Victoria, BC V9C 4B4	Quantity 3,000

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than May 25, 2018.

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.

## 2.5 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.

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## **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 and 1 soft copy on CD or DVD

Section II: Financial Bid- 1 hard copy and 1 soft copy on CD or DVD

Section III: Certifications- 1 hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

### **3.2 Section I: Technical Bid**

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

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

Bidders must submit their financial bid in accordance with Part 4- Evaluation Procedures and Basis of Selection, article 4.2 Basis of Selection, sub-article 4.2.1 Basis of Selection- Minimum Point Rating, point 4.c. Bidders must submit firm unit prices, in Canadian dollars, Delivered Duty Paid at destination Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes must be shown separately.

Please note that the quantities provided in the table of sub-article 4.2.1 Basis of Selection-Minimum Point Rating, point 4.c are for evaluation purposes only. The final quantities and menu items will be provided at Contract award.

Bidders should review article 2.3 Volumetric Data for an approximate order of 250,000 and the estimated quantities for each site.

Prices submitted with the bid will form part of any resulting contract.



### 3.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix 2- Electronic Payment Instruments, to identify which ones are accepted.

If Appendix 2- 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.

### 3.3.2 Exchange Rate Fluctuation Risk Mitigation

- a. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
- b. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- c. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the Contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
- d. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
- e. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### 3.3.3 SACC Manual Clauses

C3015C (2017-08-17) Exchange Rate Fluctuation Adjustment

## 3.4 Section III: Certifications

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

### 3.5 Submission of Only One Bid

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
  - a. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

- 
- b. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - c. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship);  
or
  - d. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

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

### **4.1 Evaluation Procedures**

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.
- c. In addition to any other time 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) two working days (or longer period if 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. Canada will use the Phased Bid Compliance Process described below and Appendix 3.

#### **4.1.1 Technical Evaluation**

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

##### **4.1.1.1 Mandatory Technical 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.

The mandatory technical criteria are described in Appendix 1- Mandatory Criteria.

The Phased Bid Compliance Process will apply only to the Mandatory Technical Criteria mentioned in Table 1 of Appendix 1- Mandatory Criteria, excluding Mandatory Criteria 1.1 and, 1.2.

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#### 4.1.1.2 Point Rated Technical Criteria for Food Samples

- a. The purpose of the evaluation is to establish the acceptability of the menu items. Each menu item submitted will be evaluated on its own merit using a six (6) point Hedonic Scale ranging from 1 to 6 where each evaluator indicates their rating. See Annex A Part 6 for the Hedonic Scale used.
- b. A sensory evaluation for all menu items submitted will be conducted. Bidders must, at a minimum, submit the number of menu items per category specified below (i to viii). Samples (3) from each menu item submitted must be from the same lot:
  - i. 10 lunch and dinner entrées (3 must be vegetarian);
  - ii. 4 breakfast entrées (2 must be vegetarian);
  - iii. 4 side dishes;
  - iv. 6 desserts;
  - v. 2 drinks;
  - vi. 1 energy bar;
  - vii. 2 breads; and
  - viii. 2 spreads.
- c. The Bidder is invited to submit samples of additional menu items in each category with their bid. All menu items submitted will be evaluated and the qualified menu items with the highest average resulting scores per category will be considered.
- d. A minimum of 5 evaluators will evaluate each of the menu item samples provided.
- e. Annex A Part 4 provides meal characteristics that the evaluators will use as a guide for product evaluation, particularly for appearance and texture, and Annex A Part 3 A. provides suggested meal kit menu items,
- f. To qualify, menu items must attain a minimum average score of four (4.00) points for both of the following criterion:
  - i. Appearance and Texture; and
  - ii. Flavour (Taste and Aroma)
- g. The average score per criterion will be calculated as follows:

Per Criterion:

  - the lowest score and the highest score attained will be removed from the calculation; and
  - the remaining scores will be averaged and rounded to two decimals.
- h. If a proposed menu item does not achieve the minimum average score of four (4.00) points for either of the evaluated criterion (Appearance and Texture or, Flavour) the item will be disqualified from further consideration.
- i. Bidders who fail to qualify the minimum required number of menu items per category (paragraph b, i to viii) will be declared non-responsive.
- j. In the event a menu item fails the point-rated technical evaluation, Canada will not re-evaluate that menu item.

## Sensory Evaluation Example Scenario

In this scenario one menu item is evaluated by 5 evaluators.

Appearance and Texture – Proposed menu item 1						Average
	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Evaluator E	
	Score	Score	Score	Score	Score	
Bidder 3	3	4	4	2	4	

Flavour (Taste and Aroma) – Proposed menu item 1						Average
	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Evaluator E	
	Score	Score	Score	Score	Score	
Bidder 3	3	4	5	6	5	

To calculate the average score of each criterion, the lowest score and the highest score attained will be removed.

Appearance and Texture – Proposed menu item 1						Average
	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Evaluator E	
	Score	Score	Score	Score	Score	
Bidder 3	3	4	4	2	4	

Flavour (Taste and Aroma) – Proposed menu item 1						Average
	Score	Score	Score	Score	Score	
Bidder 3	3	4	5	6	5	

The remaining 3 scores will be averaged and rounded to two decimals.

Appearance and Texture – Proposed menu item 1						Average
	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Evaluator E	
	Score	Score	Score	Score	Score	
Bidder 3	3	4	4	2	4	3.67

Flavour (Taste and Aroma) – Proposed menu item 1						Average
	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Evaluator E	
	Score	Score	Score	Score	Score	
Bidder 3	3	4	5	6	5	4.67

In this scenario, the menu item would be non-responsive as the average score achieved for Appearance and Texture is below the required 4.0.

Appearance and Texture – Proposed menu item 1						Average
	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Evaluator E	
	Score	Score	Score	Score	Score	
Bidder 3	3	4	4	2	4	3.67

Flavour (Taste and Aroma) – Proposed menu item 1						Average
	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Evaluator E	
	Score	Score	Score	Score	Score	
Bidder 3	3	4	5	6	5	4.67

#### 4.1.2 Financial Evaluation

The price of the bids will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.

The prices for for all (4) four Meal Kit types (vegetarian breakfast, non- vegetarian breakfast, vegetarian lunch and dinner, non-vegetarian lunch and dinner) will be aggregated to form the Total Assessed Price

1. The lowest evaluated price will be established as follow:
  - a. To calculate the price of the Bids, the calculation of the Total Assessed Price (TAP) will be used;
  - b. The Total Assessed Price will be the arithmetic sum defined in the following Table;
  - c. Financial Table - Assumptions

The quantities stated in the table are for evaluation purposes only. There is no commitment by the Government of Canada that the government's future usage of the services will be consistent with the quantities provided; and

Item No.	Meal Kit Types	Firm Unit Price per Meal Kit Type	Quantity for Evaluation	Total
1.	Vegetarian Breakfast Entrée	\$	27,777	\$
2.	Non- Vegetarian Breakfast Entrée	\$	55,556	\$
3.	Vegetarian Lunch and Dinner Entrée	\$	55,556	\$
4.	Non- Vegetarian Lunch and Dinner Entrée	\$	111,111	\$
<b>Total Assessed Price (TAP) = (1) + (2) + (3) + (4)</b>				\$

##### a. 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.

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection - Minimum Point Rating

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;



- b. meet all mandatory technical evaluation criteria; and
  - c. achieve the required minimum average score of 4.00, for each of the evaluated rated criteria against each of the mandatory food samples. The rating is performed on a scale of 1 to 6 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
  - 3. The responsive bid with the lowest Total Assessed Price (TAP) will be recommended for award of a Contract.

#### **4.2.2 Tie Break**

If more than one Bidder is ranked first because of identical lowest price, the Bidder with the best overall rated food sample score will be recommended for award of a Contract. In case of a tied sample score, a coin will be tossed to decide the winning Bidder.

### **4.3 Phased Bid Compliance Process**

#### **4.3.1 General**

- a. Canada is conducting the Phased Bid Compliance Process described below for this requirement.

Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

See Appendix 3- Phased Bid Compliance Process for additional information.

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## 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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.2 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 provided will render the bid non-responsive.

##### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

##### 5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

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.

Solicitation No. - N° de l'invitation

W8561-180019/B

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

W8561-180019

Amd. No. - N° de la modif.

File No. - N° du dossier

pd150.W8561-180019

Buyer ID - Id de l'acheteur

pd150

CCC No./N° CCC - FMS No./N° VME

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The Bidder must provide the Contracting Authority with a completed annex titled 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.

## 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 Requirement

The Contractor agrees to supply the Meal Kits described in the Contract, including the Statement of Requirement, in accordance with, and at the prices set out in the Pricing Table of the Contract.

### 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

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

##### 6.2.1.1 under Section 09 Warranty

**Delete:** Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provision of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be **12 months** after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

**Insert:** Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provision of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be **36 months** after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

### 6.3 Term of Contract

#### 6.3.1 Period of the Contract

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 ends on September 30<sup>th</sup> 2019.
- b. The Period during which the Contract is extended, if Canada chooses to excise any options set out in the Contract.

This Contract will terminate only once all obligations of all Parties have been performed, including warranties, or upon earlier termination as indicated in the General Terms and Conditions.

#### **6.3.1.1 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 120 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.

#### **6.3.1.2 Optional Goods**

The Contractor grants to Canada the irrevocable option to acquire the goods described at 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.

#### **6.3.2 Delivery Date**

Delivery of the requirement will be made to delivery points specified at Annex A- Part 5 of the Contract.

#### **6.3.3 Delivery Points**

Delivery of the requirement will be made to delivery points specified at Annex A- Part 5 of the Contract.

### **6.4 Authorities**

#### **6.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

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

Telephone: (819) 420-5332  
E-mail address: 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.

#### **6.4.2 Technical Authority**

The Technical Authority for the Contract is:

Name: *to be included at Contract award*

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

In its absence, the Technical Authority is:

Name: *to be included at Contract award*

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

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.

#### **6.4.3 Contractor's Representative**

Name: *to be included at Contract award*

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

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

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

### **6.5 Payment**

#### **6.5.1 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 per case (*to be inserted at Contract award*) up to the specified in Annex B for a cost of \$ \_\_\_\_\_ (*insert the amount at Contract award*). The Contractor will be paid in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Customs Duties, Excise Taxes included where applicable and Applicable Taxes extra.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as 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.

#### **6.5.2 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; and
- c. the Work delivered has been accepted by Canada.

### **6.5.3 Shipping Instructions- Delivery at Destination**

The Contractor must ship the goods prepaid DDP- Delivered Duty Paid to each destination address listed in Annex A- Part 5. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

### **6.5.4 SACC Manual Clauses**

C2000C (2007-11-30) Taxes - Foreign-based Contractor

### **6.5.5 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instruments: *(to be completed at Contract award)*

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

### **6.6 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. One (1) copy in high quality PDF format must be forwarded to the following e-mail address for certification and payment:  
  
*(to be completed at Contract award)*
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **6.7 Certifications and Additional Information**

#### **6.7.1 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.

#### **6.7.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 6.8 Applicable Laws

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

## 6.9 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity),
- c. Annex A, Statement of Requirement;
- d. Annex B, Pricing Table;
- e. the Contractor's bid dated \_\_\_\_\_ (*to be completed at Contract award*)

## 6.10 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.

## 6.11 SACC Manual Clauses

B7500C (2006-06-16) Excess Goods  
D3007C (2007-11-30) Inspection and Stamping



## ANNEX A- STATEMENT OF REQUIREMENT

### ANNEX A PART 1- GENERAL MEAL KIT REQUIREMENTS

#### Definitions;

**Case(s):** a box full of Meal Kits which will be the unit of issue for the Meal Kits

**Meal Kit(s):** one complete meal for one person. There are four (4) types of Meal Kits:

1. vegetarian breakfast;
2. non-vegetarian breakfast;
3. vegetarian lunch and dinner; and
4. non-vegetarian lunch and dinner.

**Pouch/ Retort Pouch:** contains one entrée or one side dish

#### 1. Requirement

**1.1** This Statement of Requirement details the requirement to supply, warehouse (if applicable) and distribute prepared meal kits to the Canadian Cadet Organizations, made up of both Cadets and Junior Canadian Rangers units, and located in various locations throughout Canada.

**1.2** The Contractor must provide both vegetarian breakfast entrées and vegetarian lunch and dinner entrées in ratios as follows, depending on Case sizes:

	Case Sizes	9	12	15
Breakfast	Non-vegetarian	1	2	3
	Vegetarian	2	2	2
Lunch and Dinner	Non-vegetarian	4	5	7
	Vegetarian	2	3	3

#### 2. Background

**2.1** Canadian Cadet Organizations need a complete, prepared Meal Kit to replace the military Individual Meal Packs that are no longer available due to the operational tempo of the military, but which also do not meet the nutritional and caloric requirements for active teenagers.

**2.2** Canadian Cadet Organizations need “shelf stable” meals that include various dietary restrictions. These varied diets require special combinations of meals and menu recipes to deliver the necessary nutrients and calories to these active youth during their strenuous training.

#### 3. Scope

##### 3.1 Meal Kit Contents

Each Meal Kit, whether Breakfast and, Lunch and Dinner must contain all of the following:

1. One 227g (or 8 oz) Entrée in retort pouch;
2. One Side Dish in retort pouch;
3. One Dessert (for Lunch and Dinner meal kits only);
4. One Spread;
5. One shelf stable bread or cracker;

6. One energy drink mix;
7. One instant hot cocoa beverage;
8. One shelf-stable energy bar (for Lunch and Dinner meal kits only); and
9. One Condiment Pack in cellophane containing:
  - a) One 150mm (or 6 inch) plastic spoon;
  - b) One salt package;
  - c) One pepper package;
  - d) One moist towelette;
  - e) One napkin;
  - f) Catsup;
  - g) Mustard; and
  - h) Hot Sauce

#### **4. Purpose**

- 4.1 The purpose of this Statement of Requirements is to detail the specifications of the Meal Kits, complete with their warehousing (if applicable) and distribution services to each of the Cadet & Junior Canadian Rangers units.
- 4.2 The focus is on the Meal Kit consumers, and with the majority being 12-18 years of age plus their adult supervisors being 19-65 years of age, a wide variety of dietary needs must be accommodated.
- 4.3 Due to the shortage of warehousing available to the Cadet & Junior Canadian Rangers Organization, the Contractor must provide a phased, just-in-time delivery of Meal Kits to each of its 30 regional sites.
- 4.4 Meal Kits must require minimal preparation effort (heating food and hydrating drinks only) and within the packaging provided, as the meals are needed for weekend training at the Cadet & Junior Canadian Rangers training centers across Canada.

#### **5. Quantities**

- 5.1 It is estimated that the National Cadet & Junior Canadian Support Group (Natl CJCR Sp Gp) will be ordering, approximately 250,000 individual Meal Kits on a bi-annual basis. Delivery to the 30 locations throughout Canada must take place in early fall (between 1 September and 31 October) and in early spring (between 1 February and 15 April) of each year.
- 5.2 The Natl CJCR Sp Gp may require optional quantities up to an additional 5% annually, by providing the Contractor with adequate written notice through a Contract amendment.

#### **6. General Meal Kit Requirements**

##### **6.1 Quality Assurance- Inspection and Sampling**

- 6.1.1 The Contractor must ensure inspection by the Canadian Food Inspection Agency (CFIA) or a federally recognized equivalent inspection agency as specified in Annex A- Part 2.

##### **6.2 Product Traceability**

- 6.2.1 The supplier must have a system for traceability to expediently advise the Department of National Defence (DND) in case of a Meal Kit item product recall or defects.
- 6.2.2 Any Meal Kit item may be re-evaluated by DND if the originally approved product changes significantly; product recall action may be required.

### **6.3 Meal Kits Specifications**

- 6.3.1** Meal Kit specifications, including nutritional requirements, caloric content and quality assurance, are detailed in Annex A- Part 2.
- 6.3.2** In order to meet various dietary restrictions and preferences of the consumers, and also to potentially reduce overall Meal Kit costs, one third of each type of meal kits (1/3 breakfast and 1/3 lunch and dinner) in each case must be vegetarian. Both breakfasts and, lunch and dinner Meal Kits must be included within the same case. DND reserves the right to modify the quantities of the type of Meal Kits in a case throughout the Contract period, providing sufficient notice to the supplier through a Contract amendment.

### **6.4 Production Evaluation**

- 6.4.1** As a minimum, at the beginning of the production, the Contractor must pull samples, compare production samples to their accepted bid samples 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.

### **6.5 Changes from Accepted Bid Samples**

- 6.5.1** During the performance of the Contract, any changes from the accepted bid samples 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 samples, must be submitted to the Contracting Authority at PWGSC for evaluation. Authorization must be obtained prior to commencement of production. If production is already under way, it is at the Contractor's own risk.
- 6.5.2** New or replacement Meal Kit items may also be proposed by the Contractor at any time during the Contract. The proposed, new or replacement Meal Kit items will be subjected to this same sensory evaluation and approval using the Sensory Evaluation Form and achieve a minimum score of 5 for each element.

### **6.6 Product Acceptance during Contract- Sensory Evaluations**

- 6.6.1** New or replacement Meal Kit items may be proposed by the Contractor at any time during the Contract and will be subjected to this same sensory evaluation and approval.
- 6.6.2** Meal Kit consumers will be permitted to submit feedback on the Meal Kits at any time, which will be validated using the same sensory evaluation. If any item does not obtain the minimum score, the Contractor must take corrective action.
- 6.6.3** Contractor Corrective Action:
- a) The Contractor must recall all rejected, unopened Meal Kits and replace with a suitable Meal Kit within four (4) weeks of notification and at no cost to Canada. This recall must include arranging and accepting of all returns at the Contractor's expense.
  - b) The Contractor must provide a suitable replacement Meal Kit option, being either a different or improved product that meets the DND sensory approval prior to the next order delivery.

### **7. Progress Meetings**

- 7.1** Up to twice annually and as mutually agreed, either DND or the Contractor may request a review meeting to discuss consumer product feedback or any other logistic matters.

## **8. Warehouse Insurance**

- 8.1** If applicable, the Contractor must hold sufficient insurance to cover replacement of all warehoused Meal Kits at all times.

## ANNEX A PART 2- MEAL KIT SPECIFICATIONS

This section includes the requirements regarding the content of Meal Kit Specifications the Contractor must provide.

### 1. Quality Assurance and Specifications

#### 1.1 Inspection and Sampling

- 1.1.1 The Contractor must ensure inspection by the Canadian Food Inspection Agency (CFIA) or a federally recognized equivalent inspection agency, of all meat and meat products, poultry and poultry products; lard, shortening and margarine containing animal fats; and soups containing ingredients of animal origin. All such products must be stamped with the equivalent of "CFIA inspected for CG" before shipment.
- 1.1.2 The Contractor must arrange for all such products to be delivered to the identified Cadet & Junior Canadian Rangers units either from an establishment registered in accordance with the Meat Inspection Act, 1985, c. 25 (1st Supp.) and the regulations made under that Act, or from a food distributor that purchased the products from such an establishment. Canada will not accept products that have not been stamped by the recognized food inspection agency.
- 1.1.3 The Contractor must not permit any food distributor to alter or further process any meats or other products that have been inspected by inspectors from the recognized food inspection agency.
- 1.1.4 The Contractor must adhere to the acts and regulations administered and enforced by the recognized food inspection agency.

#### 1.2 Product Processing and Shelf-Life

- 1.2.1 All packaged food must be processed until commercially sterile. Packaged food must be rated to meet the minimum shelf life specification of 36 months under typical test storage conditions, such as at 26 degrees C (78.8 degrees F).

#### 1.3 Packaging- Retort Pouch Specifications

- 1.3.1 Production Quality Assurance (QA) reporting on each batch of Retort product must be provided, including recorded measurements for adherence to MIL-PRF-44073G specification and comments from production line QA personal. This includes QA measurements taken during cooking, packaging, retorting and post-retort.
- 1.3.2 All Retort entrées and side dish food items must be produced in accordance with specifications of MIL-PRF-44073G Type I Single Serving Pouch. This specification is available electronically, upon request.

### 2. Energy Bars Specifications

- 2.1 The Contractor must have a certificate of analysis from manufacturer showing acceptable results in testing including organoleptic, microbiology, and water activity.
- 2.2 Organoleptic includes colour, aroma, flavour and appearance tests; Microbiology includes Aerobic Plate Count (APC), *E.coli*, Coliforms, Salmonella, Yeast, Mold and *S. aureus* tests.

- 2.3** Must be rated to meet the minimum shelf life specification of 36 months under typical test storage conditions, for example at 26 degrees C (78.8 degrees F).

### **3. Meal Kit Content Specifications**

- 3.1** All menu items must require minimal preparation effort (heating food and hydrating drinks only) and within the packaging provided.
- 3.2** Meal Kits must not include any caffeinated or nut products, as an intentional ingredient.
- 3.3** Meal Kit items must not contain any traces of typical allergens such as soy or nuts, including peanuts unless clearly stated on the packaging of each individual item containing the potential allergen. However Meal Kit entrées and side dishes must be free of any traces of nuts.
- 3.4** Cold drinks must be able to be prepared within and consumed from its own packaging without additional tools not included in the Meal Kit. Alternatively additional packaging can be included. The packaging must be impermeable to water so that beverage can be mixed in the packaging and the cadets can drink from it. For example, the material can be a plastic bag type packaging (there is no need for a hard plastic). There must be sufficient volume within the packaging to accommodate the addition of water and its mixing.
- 3.5** Energy drinks must contain sufficient electrolytes and in relative proportions required to maintain a good balance in the body during intense exercise.
- 3.6** Vegetarian is defined as excluding any beef, pork, poultry, fish and seafood products. Meals that are vegetarian must contain meat substitutes to meet the protein requirement using ingredients such as tofu, textured vegetable protein (TVP), beans or lentils.

### **4. Nutritional Requirements**

- 4.1** Each Meal Kit must not be less than 1,200 calories to an approximate maximum of 1,600 calories.
- 4.2** Each Meal Kit must contain a minimum of 33% of the daily recommended amounts for youth 12 to 18 years. These daily amounts are:
- Vitamin A 900 micrograms (µg) or 5,000 International Units (IU);
  - Vitamin C 75 mg;
  - Calcium 1300 mg;
  - Iron 15 mg;
  - Must contain a minimum of 8 g (0.28 oz) of fibre;
  - Must contain a minimum 30 g (1 oz) of protein; and
  - Must be less than 36% of total calories from fat.

## ANNEX A PART 3- MEAL KIT CONTENTS

This section includes the requirements regarding the content Meal Kit Contents the Contractor must provide.

### A. MEAL KIT MENU ITEMS

#### 1. Breakfast Entrée Options

1.1 Contractor must provide a minimum of four (4) breakfast menu options such as the following suggestions. The Contractor must provide a minimum of two (2) vegetarian options.

\*\* Oatmeal  
Sausage patty

Various egg dishes with meat  
\*\* Various egg dishes without meat

Note: \*\* These options would be considered vegetarian.

#### 2. Lunch and Dinner Entrée Options

2.1 Contractor must provide a minimum of ten (10) lunch and dinner menu options such as the following suggestions. The Contractor must provide a minimum of three (3) vegetarian options.

\*\* Spaghetti with ground beef  
Chicken\*\* with noodles and vegetables  
\*\* Sloppy Joe filling with ground beef  
Beef \*\*ravioli  
Chicken pesto pasta  
Beef enchilada  
\*\* Shepherd's pie  
Beef \*\* stroganoff  
Meatballs (beef) in sauce  
Ratatouille (vegetarian)  
Black bean veggie burger patty  
Meatloaf (beef)

\*\* Chili with beans and ground beef  
Various chicken dishes  
Pulled pork  
\*\* Lasagna with ground beef  
\*\* Stir fry  
Roast beef with vegetables  
Cheese tortellini  
\*\* Stew  
Salisbury steak (meat)  
\*\* Various pasta dishes

Note 1: \*\* These options may be provided as either meat or vegetarian.

Note 2: Suggested vegetarian substitutes are:

- Textured vegetarian protein (TVP) for ground beef,
- Seasoned, baked or fried, firm tofu slices for chicken or pork,
- Bean or lentils to meet required protein content.

#### 3. Side Dish Options

3.1 Contractor must provide a minimum of four (4) side dish options, such as the following suggestions:

Mixed fruit  
Soup  
Variety of pasta (e.g. Alfredo, macaroni, etc.)  
Granola with Fruit

Hash browns, with and without bacon  
Rice  
Fried Rice

#### 4. Dessert Options

4.1 Contractor must provide a minimum of six (6) dessert options, such as the following suggestions:

Pound cake  
Cookies  
Pears

Brownie  
Toaster pastry  
Pineapple

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Fruit cobbler  
Dried fruit

Apples  
Peaches

**5. Spread Options**

**5.1** Contractor must provide a minimum of two (2) spread options, such as the following suggestions:

Strawberry jam  
Grape jelly  
Cheese spread

Blackberry jam  
Apple jelly

**6. Bread Options**

**6.1** Contractor must provide a minimum of two (2) bread options, such as the following suggestions:

Shelf stable bread  
Wheat snack bread

Crackers

**7. Beverage Options**

**7.1** Contractor must provide a minimum of two (2) beverage options, such as the following suggestions:

Fruit flavoured energy drink

Cocoa beverage powder

**8. Shelf Stable Energy Bar Options**

**8.1** Contractor must provide a minimum of one (1) energy bar option.



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## B. APPROVED MEAL KIT MENU ITEMS LIST

This section includes the Approved Meal Kit Menu Items that must be available during the Contract.

*(TO BE COMPLETED AT CONTRACT AWARD & UPDATED THROUGHOUT CONTRACT)*

### a) Approved Breakfast Entrées (minimum of four (4); 2 must be vegetarian)

Vegetarian Breakfasts Entrées

- 1.
- 2.

Non-vegetarian Breakfasts Entrées

- 3.
- 4.

### b) Approved Lunch and Dinner Entrée (minimum of ten (10); 3 must be vegetarian)

Vegetarian Lunch and Dinner Entrées

- 1.
- 2.
- 3.

Non-vegetarian Lunch and Dinner Entrées

- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

### c) Approved Side Dishes (minimum of four (4))

- 1.
- 2.
- 3.
- 4.

### d) Approved Desserts (minimum of six (6))

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

### e) Approved Spreads (minimum of two (2))

- 1.

2.

**f) Approved Breads** (minimum of two (2))

1.  
2.

**g) Approved Beverages** (minimum of two (2))

1.  
2.

**h) Approved Shelf-Stable Energy Bar** (minimum of one (1))

1.

## ANNEX A PART 4- FOOD ITEM CHARACTERISTICS AND EVALUATION

This section includes the requirements regarding the Food Item Characteristics the Contractor must adhere to and provide.

### 1. Vegetarian Requirements

**1.1** This product must contain no ingredients, major or trace amounts, nor processing aids derived from the flesh, skin, blood, entrails, or bones of animals. This includes, but is not limited to oils, fats, fatty acids, and their esters (palmitic, stearic, oleic, and pelargonic acids), flavourings, gelling agents, coagulants, (rennet derived from calves or pepsin derived from swine which are used in cheese manufacturing), binders, emulsifiers (mono/di-glycerides, sodium or magnesium stearate, polysorbate, sorbitans, monostearate, glycerin), fatty alcohol, aldehydes, and ketones, lactones, glycerol, amino acids, hydrolyzed proteins, enzymes, and enzyme modified products. Furthermore, these products must contain no ethyl alcohol, or ingredients derived from or containing methyl alcohol.

**1.2** Milk and eggs, and ingredients derived from them such as yogurt, or cheese (produced without animal based rennet or pepsin), are allowed.

### 2. Food Item Product Evaluation Notes for Sensory Evaluation

#### 2.1 Flavour (Taste and Aroma):

**2.1.1** Packaged foods must have aromas and flavours that are characteristic of the specific processed meal.

**2.1.2** All food must be free from foreign or unpleasant odours and flavours such as, but not limited to, burnt, scorched, rancid, sour, or stale.

#### 2.2 Appearance and Texture:

**2.2.1** There must be no bone or bone fragment in the food. The food must be free from foreign materials such as, but not limited to dirt, insect parts, hair, glass, wood, or metal. If the Meal Kit contains any of the ingredients listed below, the appearance and texture as described below must be respected.

### 3. Characteristics and Appearance Expectations of Food

**Beef.** The beef must be of the appearance typically produced by a 9.5mm (3/8 in) plate machine setting. The cooked beef must be free of cartilage, coarse connective tissue, section of tendons or ligaments, and glandular material. The beef must have a characteristic, cooked, ground beef colour. The ground beef must be moist and tender.

**Spaghetti Noodles.** The cooked noodles must be typically produced from enriched pasta and must be approximately 51mm (2 in) in length. The cooked spaghetti noodles must be an off white to light tan colour; must be slightly soft to slightly firm; and must not be pasty.

**Spaghetti Sauce.** The sauce must be an opaque, reddish brown colour. The sauce must be moderately thick.

**Kidney Beans.** The cooked beans must be reddish brown kidney beans and must be intact. The beans must be slightly soft to slightly firm.

**Pinto Beans.** The cooked beans must be light pinkish brown pinto beans and must be intact. The beans must be slightly soft to slightly firm.

**Chili Sauce.** Chili sauce must be tomato based and must be a reddish orange colour and may contain tomatoes, onions and green bell pepper with visible flecks of herbs and spices. The sauce must be moderately thick and may contain pieces of tomato.

**Chicken Pieces.** The chicken must be pieces typically produced by a 19 mm (3/4 in) machine setting, and must be in typical chunk proportions. The cooked chicken must be free of bone or bone fragments, skin, cartilage, coarse connective tissue, tendons or ligaments, and discoloured meat. The chicken pieces must have a characteristic cooked chicken colour and firmness.

**Vegetables.** Vegetables must retain their characteristic colour. Mixed vegetables must be an even distribution of carrots, sweet red peppers and green vegetables, and must be in discernible pieces. The vegetables must be slightly soft.

**Egg noodles.** The noodles must be fettuccini type enriched egg noodle product or other enriched egg noodle product. Cooked noodles must be approximately 51 mm (2 in) in length; must be in distinct strips that readily separate; and must be off white to pale yellow in colour. The egg noodles must be slightly soft to slightly firm.

**Chicken Breast Strips.** The chicken breast strips may be of random length and must be sizes typically produced by equipment with settings that result in strips 5/8-inch (16mm) in width. The packaged chicken product must be practically free of skin, bone or bone fragments, cartilage, coarse connective tissue, tendons or ligaments, and discoloured meat. The chicken breast strips must have a cooked chicken breast colour. The whole muscle chicken breast meat strips must be moist and tender, and must have a cooked, whole muscle, white meat chicken texture.

**Pull pork sauce.** The sauce must be moderately thick and glossy and must be a medium to dark reddish brown colour.

**Ravioli.** The ravioli must be made from enriched wheat flour, have a beef filling and be uniform in size and shape. The cooked beef ravioli must be moist and tender.

**Meat sauce.** The meat sauce must have a reddish brown colour, must contain identifiable pieces of meat, and may contain visible flecks of herbs and spices.

**Lasagna pasta.** The lasagna noodles must be made from enriched pasta. The noodles must be broad, flat noodles with ruffled edges. The cooked noodles must be approximately 31.75mm (1-1/4 in) in length by 19mm (3/4 in) in width and must have a cooked pasta colour. The noodles must be slightly soft to slightly firm and must not be pasty.

**Tortellini.** The pasta must be from enriched wheat flour and must have a cheese filling. The tortellini must be intact, must have a ring-like shape and must be off white in colour. The pasta must be slightly soft to slightly firm.

**Tortellini sauce.** The sauce must be red to reddish brown with pieces of tomato and flecks of herbs and spices.

**Pesto sauce.** The pesto sauce must be a green to olive green colour and must be oil-based and shiny with many small flecks of finely ground basil, pine nuts and cheese. The pesto sauce must be moderately thick and must coat the pasta.

**Oatmeal.** The finished product must be a classic oatmeal appearance, light brown in colour with visible flakes of oatmeal. The oatmeal must be moderately thick, should present textured elements of soft but not mushy oatmeal, and typically made from rolled oats.

**Hash brown.** The hash brown with bacon must be discernable potato shreds loosely formed with cooked bacon pieces 8.5 x 8.5 mm (1/3 inch by 1/3 in) in size. The hash browns must be moderately moist and tender but not mushy.

**Sausage patty.** The surface of the cooked sausage patty must be browned to a golden brown colour and must be roughly textured. The patty must be a brown to golden brown colour. The packaged food must be practically free of bone or bone fragments, cartilage, coarse connective tissue, tendons or ligaments, and glandular material. The sausage patty must have a medium grind, be cohesive, and must be moist and tender.

**Toaster pastries.** The toaster pastries must be light to golden brown in colour. The filling must be thick with a colour typical of the flavour specified. The icing coating of frosted toaster pastries must be smooth and opaque. There must be no top crust showing through the icing. The icing must have no fissures or splits or colour variation. The icing must evenly coat the top crust within approximately 12 mm (1/2 in) of the edges (not applicable to icing with a drizzle or swirl-like appearance). The icing coating must be smooth, with or without coloured sprinkles, or with a swirl-like appearance. The toaster pastries must be tender and firm but not hard, brittle, dry or soggy. The filling must be moist. The icing must be smooth with slight resistance but not glassy or hard.

**Bread.** The finished product must be one intact fortified snack bread, must be made from enriched flour and fortified with calcium. The product must show no evidence of excessive heating (materially darkened or scorched). The bread surface must be light tan to medium tan colour and must have flecks of wheat bran. The interior crumb must be a paler colour than the surface and must have flecks of wheat bran. The fortified snack bread must be moist.

**Crackers.** The finished product must be crackers prepared from enriched flour and fortified with calcium. The fortified plain cracker must be flat and intact. The surface must have holes and may be slightly uneven. The colour must be light tan to medium tan. The interior crumb must be a paler colour than the surface. The fortified crackers must be dry and crisp.

**Cocoa beverage.** The fortified cocoa beverage powder must be a free-flowing well-blended light brown homogenous mixture. The packaged food must be free from foreign materials. The fortified cocoa beverage powder must be a fine texture and free from lumps that do not fall apart under light pressure between fingers.

**Bacon.** The bacon pieces must be firm yet tender.

**Rice.** The finished product rice must be rice produced from enriched, parboiled, long grain, milled rice. The rice must be distinct rice grains. The rice must be moist and must be slightly soft to slightly firm.

**Potatoes.** The potatoes must be slightly soft to slightly firm.

**Cookies.** The cookie(s) must be crisp and must have a tender texture. The cookies must have a hard coating with a firm center.

**Jam.** The fruit or fruit pieces within fruit preserves or jams must be dispersed uniformly throughout the product. The product must be a tender gel or may have a very slight tendency to flow, except that a slightly less viscous consistency may be present when the fruit is whole or almost whole.

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File No. - N° du dossier

pd150.W8561-180019

Buyer ID - Id de l'acheteur

pd150

CCC No./N° CCC - FMS No./N° VME

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**Cheese spread.** The cheese spread, after the pouch has been kneaded, must have a smooth, homogenous, slightly plastic, and easily spreadable texture. The cheese spread must not have a grainy or sandy texture.

## ANNEX A PART 5- PACKAGING AND DELIVERY

The Contractor must deliver the prepared Meal Kits, in full cases, to the locations detailed in this Annex.

### A. DELIVERY DATE AND OVERALL QUANTITIES

The annual delivery to the various Regional Cadet Support Units and the Canadian Rangers Patrol Groups is specified in the table below.

<b>Cadet Meal Kits Order #</b>	<b>Estimated Quantity for Planning Purposes Only</b>	<b>Required Order Distribution Dates to All Locations Throughout Canada</b>
<b>1 (Initial Contract Period)</b>	100,000 100,000 50,000	Sept 7, 2018 Oct 1, 2018 Nov 1, 2018
<b>2</b>	250,000	Feb/ Apr 2019
<b>3</b>	250,000	Sept/ Oct 2019
<b>4 (Option Year 1)</b>	250,000	Feb/ Apr 2020
<b>5</b>	250,000	Sept/ Oct 2020
<b>6 (Option Year 2)</b>	250,000	Feb/Apr 2021
<b>7</b>	250,000	Sep/ Oct 2021

For Order number 1, the Contractor must provide a minimum 100,000 meal kits by September 7, 2018. For the Sept 7, 2018 and Oct 1, 2018 required delivery dates, the Contractor may provide more than the minimum of 100,000 meal kits as long as the Contractor does not exceed the overall maximum of 250,000 for initial contract period (i.e. Order number 1).

### B. MULTIPLE DELIVERY POINTS

The Contractor must deliver the Meal Kits to the sites below. DND will provide the required quantities at contract award for the initial Contract Period.

Canada will make all reasonable efforts to order the Meal Kits to meet the Contractor's full box limit, and full or half pallets. DND will also work with the Contractor to meet its operational requirements and balance where reasonable, considering the contractors most cost effective delivery methods and quantities.

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## C. PACKAGING SPECIFICATIONS

### 1. Case Specifications

- 1.1 Each Cases must contain 9, 12 or 15 prepared Meal Kits and provide 3 meals per day for 3, 4 or 5 days.
- 1.2 Each Case must provide maximum variety of entrée and side dish menu combinations; all combinations of entrées and their side dishes must be different within the same Case and must be selected from the Approved Menu Item List in Annex A- Part 3 B.
- 1.3 Cases must be labelled – “Not for Retail or Resale”.
- 1.4 Cases must have a Canadian Food Inspection Agency (CFIA) or equivalent compliant stamp and have a CFIA registered bilingual label.
- 1.5 Meal Kit item ingredients must be provided in both French and English on the outside of each Case.
- 1.6 Quality Assurance inspection reports must be provided and must show quality assurance at production.
- 1.7 Cases must be labelled in both French and English.
- 1.8 Since youth will be handling the Cases, the weight and dimensions of the Cases must be limited. Cases must not weigh more than 13.5kg (or 30 lbs) each; must have no single dimension greater than 45 cm (or 18 inches); and the sum of the dimensions are not to exceed 106 cm (or 42 inches). Cases (boxes) must be strong so that they can be stacked.
- 1.9 DND reserves the right to modify the quantities of the type of Meal Kits in a case throughout the Contract, providing sufficient notice to the supplier through a Contract amendment.
- 1.10 All deliveries must be delivered by disposable pallets. The pallets must be packed so that the boxes of the lower level are not crushed.

### 2. Meal Kit Package Specifications

- 2.1 Each individual Meal Kit must be contained within a single package, whose material:
  - i. Must be transparent polyethylene for visibility and a minimum thickness of 152.4 microns (6 mil) for durability during harsh handling;
  - ii. Must be able to be opened by hand;
  - iii. Must be waterproof;
  - iv. Must not contain any flameless ration heater;
  - v. Must contain no caffeinated products and no nut products;
  - vi. Must be labelled with nutritional information in both English and French; and
  - vii. Must be labelled with the presence of any potential allergens.

### 3. Unloading and Handling of Cases at Delivery Points



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- 3.1** For each delivery destination, the Contractor must call ahead to make delivery time arrangements and in order to be prepared with any additional equipment or personnel required.
- 3.2** Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading capability.
- 3.3** While making deliveries, sufficient personnel must be provided by the Contractor to permit unloading from any type of vehicle with no assistance from any DND personnel.
- 3.4** At some sites, the delivery truck must be unloaded while parked at a curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible for transport by mechanical handling equipment by site personnel. Additional equipment must be available during delivery due to limited resources and access at many of the locations

**D. DELIVERY ADDRESSES AND CONTACTS**

<b>A.</b>	<b>Atlantic Region</b>
<b>1</b>	RCSU (A) NB/PEI Area QM 5 CDSB Gagetown (Camp Argonaut) N104 Nashwaak Ave, Oromocto, NB, E2V 4J5 Attn: TBA <b>Tailgate needed</b>
<b>2</b>	RCSU(A) NL Area QM HMCS Cabot Naval Complex 220 Southside Rd, St John's NL A1E 6E3 Attn: TBA <b>Dock</b>
<b>3</b>	NS Regional Cadet Support Unit (Atlantic) Bldg. 4 Lower Base 12 Wing Shearwater Shearwater, Nova Scotia. B0J 3A0 Attn: TBA <b>Dock</b>
<b>4</b>	NS West Army Cadet Expedition Centre Annapolis Basin Conference Centre 761 Broadway Ave, PO Box 279 Cornwallis Park, NS B0S 1H0 Attn: TBA <b>Tailgate needed</b>
<b>5</b>	NS East Army Cadet Expedition Centre Bldg 4, Lower Base, 12 Wing Shearwater Shearwater NS B0J 3A0 Attn: TBA <b>Dock</b>
<b>6</b>	Greenwood Cadet Training Centre 14 Wing Greenwood Bldg. 60 AD Astra Way, Greenwood, NS B0P 1N0 Attn: TBA <b>Tailgate needed</b>
<b>7</b>	Regional Cadet Land Training School (Atlantic) 5 Wing Goose Bay, Bldg 354, RCLTS(A) Storage Room Happy Valley-Goose Bay, NL A0P 1S0 Attn: TBA <b>Tailgate needed</b>
<b>8</b>	Northumberland Army Cadet Expedition Centre 1063 South Brook Rd, RR#1 Southampton, Cumberland County, NS B0M 1W0 Attn: TBA <b>Tailgate needed</b>
<b>9</b>	NL Avalon West Army Cadet Expedition Centre Avalon Storage, Henry's PI (off Fowlers Rd), Manuals Conception Bay South, NL A1W 4K7 Attn: TBA <b>Tailgate needed</b>
<b>10</b>	NL West Army Cadet Expedition Centre A-1 Auto Body & Parts, Industrial Park Port Aux Basques, NL A0M 1C0 Attn: TBA

	<b>Tailgate needed</b>
<b>11</b>	NL Avalon East Army Cadet Expedition Centre A-1 Auto Body & Parts, Industrial Park Port Aux Basques, NL A0M 1C0 Attn: TBA <b>Tailgate needed</b>
<b>12</b>	Junior Rangers, 5 CRPG/GPRC 110 Entrance Supply Building PO Box 6000 Station Main, Gander Newfoundland A1V 1X1 Attn: TBA <b>Tailgate needed</b>

<b>B.</b>	<b>Central Region</b>
<b>1</b>	Regional Cadet Support Unit (Central) 146 Hangar Road, 5 Hangar CFB Borden Borden, Ontario L0M 1C0 Attn: TBA <b>Forklift/ No tailgate required</b>
<b>2</b>	3 CRPG/GPRC Junior Rangers 50 Market Garden Crescent (Building S-113) CFB Borden, PO Box 1000 Station Main, Borden, Ontario L0M 1C0 Attn: TBA <b>Forklift/ No tailgate required</b>

<b>C.</b>	<b>Eastern Region</b>
<b>1</b>	Quartier-Maître des Cadets Détachement Montréal Bâtisse 11 Nord, Garnison Montréal C.P. 4000, Succ. K Montréal, Québec H1N 3R9 Attn: TBA <b>Dock</b>
<b>2</b>	Centre d'instruction d'été des Cadets Valcartier Unité de Soutien de Secteur Valcartier Bldg. CC118 C.P. 1000, Succursale Forces Courcellette, Quebec G0A 4Z0 Attn: TBA <b>Dock</b>
<b>3</b>	Centre d'instruction d'été des Cadets Bagotville 3e Escadre Bldg 86 C.P. 260, Stn Bureau-Chef Alouette, Quebec G0V 1A0 Attn: TBA <b>Tailgate needed</b>
<b>4</b>	2 CRPG/GPRC Junior Rangers 745 Grand-Bernier Suite 200 St-Jean sur Richelieu, Quebec J3B 8H7 Attn: TBA <b>Tailgate needed</b>

<b>D.</b>	<b>Northwest Region</b>
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1	Regional Cadet Support Unit NW Detachment Winnipeg 715 Whytewold Road Building 52 West Side Loading Ramp, Winnipeg, Manitoba R3J 3Y5 Attn: TBA <b>Dock</b>
2	Regional Cadet Support Unit Northwest Detachment Edmonton Brigadier James Currie Jefferson Bldg11630 - 109th Street, Edmonton, Alberta T5G 2T8 Attn: TBA <b>Dock</b>
3	Rocky Mountain Cadet Training Centre 272240 Highway 40 North (48 KM northwest of Cochrane, AB) in the Municipal District of Bighorn, AB T4C 1B7 Attn: TBA <b>Forklift/ No tailgate required</b>
4	Whitehorse Cadet Training Centre 45 Fireweed Drive, Whitehorse, YT Y1A 5T8 Attn: TBA <b>Tailgate needed</b>
5	8 Wing Cold Lake Cadet Training Centre Bldg 171 MDC Attn: Cold Lake Cadet Training Centre PO Box 4280 Stn Forces Cold Lake, AB T9M 2C6 Attn: TBA <b>Tailgate needed</b>
6	1 CRPG/GPRC Junior Rangers RAB 1st Floor Evans Building PO Box 666 Station Main, Yellowknife, Northwest Territories X1A 2R3 Attn: TBA <b>Forklift/ No tailgate required</b>
7	Regional Cadet Support Unit Prairie Detachment Regina 1111 McKay Street Regina, Saskatchewan S4N 4X9 Attn: TBA <b>Dock</b>

E.	Pacific Region
1	Vernon Army Cadet Camp Log Support Centre - Building B3 Hwy 97-15 Avenue, Vernon, British Columbia V1T 6M8 Attn: TBA <b>Forklift/ No tailgate required</b>
2	Cadet Supply Detachment- Log Support Centre 5535 Korea Road, Chilliwack, British Columbia V2R 5P2 Attn: TBA <b>Forklift/ No tailgate required</b>

3	Regional Cadet Supply Unit (Pacific) 1055 Victoria View Road, Victoria, British Columbia V9A 6T7 Attn: TBA <b>Tailgate needed</b>
4	Junior Rangers, 4 CRPG/GPRC PO Box 17000 Station Forces Bldg. 66 Colwood, Victoria, British Columbia V9A 7N2 Attn: TBA <b>Tailgate needed</b>
5	ALBERT HEAD - Cadet Training Centre 100 Albert Head Road, Building 1029 Victoria, V9C 4B4 Attn: TBA <b>Tailgate needed</b>

ANNEX A PART 6- HEDONIC SCALE

Hedonic Scales for Product Acceptance Testing

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

Name/Nom: \_\_\_\_\_

Predisposition

Do you have any food allergies? Yes / No  
Do you have any food restriction? Yes / No  
If you have checked yes either one of these questions, please do not continue this evaluation

Prédisposition

Souffrez-vous d'une allergie alimentaire? Oui / Non  
Possédez-vous des restrictions alimentaire? Oui / Non  
Si vous avez répondu oui à l'une ou l'autre des deux questions précédentes, veuillez ne pas continuer l'évaluation.

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

Sample #	Criteria	1 Dislike extremely/ Extrêmement déplaisant	2 Dislike/ Déplaisant	3 Dislike slightly/ Légèrement déplaisant	4 Like slightly/ Légèrement plaisant	5 Like/ Plaisant	6 Like extremely/ Extrêmement plaisant
1	Appearance and Texture/Apparence et texture	1	2	3	4	5	6
	Flavour (taste and aroma)/Saveur (goût et arôme)	1	2	3	4	5	6
	Comments/ Commentaires						

ANNEX B- PRICING TABLE

Cadet Meal Kits Order #1 - Initial Contract Period				
Item No.	Meal Kit Types	Firm Unit Price per Meal Kit Type	Quantity	Total
1.	Vegetarian Breakfast Entrée	\$		\$
2.	Non- Vegetarian Breakfast Entrée	\$		\$
3.	Vegetarian Lunch and Dinner Entrée	\$		\$
4.	Non- Vegetarian Lunch and Dinner Entrée	\$		\$
Total			Total	\$

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
pd150.W8561-180019

Buyer ID - Id de l'acheteur  
pd150  
CCC No./N° CCC - FMS No./N° VME

Cadet Meal Kits Order #2- Initial Contract Period				
Item No.	Meal Kit Types	Firm Unit Price per Meal Kit Type	Quantity	Total
1.	Vegetarian Breakfast Entrée	\$		\$
2.	Non- Vegetarian Breakfast Entrée	\$		\$
3.	Vegetarian Lunch and Dinner Entrée	\$		\$
4.	Non- Vegetarian Lunch and Dinner Entrée	\$		\$
			Total	\$

Cadet Meal Kits Order #3- Initial Contract Period				
Item No.	Meal Kit Types	Firm Unit Price per Meal Kit Type	Quantity	Total
1.	Vegetarian Breakfast Entrée	\$		\$
2.	Non- Vegetarian Breakfast Entrée	\$		\$
3.	Vegetarian Lunch and Dinner Entrée	\$		\$
4.	Non- Vegetarian Lunch and Dinner Entrée	\$		\$
			Total	\$



Solicitation No. - N° de l'invitation  
W8561-180019/B  
Client Ref. No. - N° de réf. du client  
W8561-180019

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pd150.W8561-180019

Buyer ID - Id de l'acheteur  
pd150  
CCC No./N° CCC - FMS No./N° VME

The Client will confirm additional quantities required for Option Year 1 and Option Year 2 through a Contract amendment at the time to exercise the option year.

For Option Year 1, and Option Year 2 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. CPI for Food: <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01a-eng.htm>

Cadet Meal Kits Order #4 - Option Year 1				
Item No.	Meal Kit Types	Firm Unit Price per Meal Kit Type	Quantity	Total
1.	Vegetarian Breakfast Entrée	\$ (will be updated if and when the Option year is exercised)		\$
2.	Non- Vegetarian Breakfast Entrée	\$ (will be updated if and when the Option year is exercised)		\$
3.	Vegetarian Lunch and Dinner Entrée	\$ (will be updated if and when the Option year is exercised)		\$
4.	Non- Vegetarian Lunch and Dinner Entrée	\$ (will be updated if and when the Option year is exercised)		\$
Total			Total	\$

Cadet Meal Kits Order #5- Option Year 1				
Item No.	Meal Kit Types	Firm Unit Price per Meal Kit Type	Quantity	Total
1.	Vegetarian Breakfast Entrée	\$(will be updated if and when the Option year is exercised)		\$
2.	Non- Vegetarian Breakfast Entrée	\$(will be updated if and when the Option year is exercised)		\$
3.	Vegetarian Lunch and Dinner Entrée	\$(will be updated if and when the Option year is exercised)		\$
4.	Non- Vegetarian Lunch and Dinner Entrée	\$(will be updated if and when the Option year is exercised)		\$
Total			Total	\$

Solicitation No. - N° de l'invitation  
W8561-180019/B  
Client Ref. No. - N° de réf. du client  
W8561-180019

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pd150.W8561-180019

Buyer ID - Id de l'acheteur  
pd150  
CCC No./N° CCC - FMS No./N° VME

Cadet Meal Kits Order #6 - Option Year 2				
Item No.	Meal Kit Types	Firm Unit Price per Meal Kit Type	Quantity	Total
1.	Vegetarian Breakfast Entrée	\$(will be updated if and when the Option year is exercised)		\$
2.	Non- Vegetarian Breakfast Entrée	\$(will be updated if and when the Option year is exercised)		\$
3.	Vegetarian Lunch and Dinner Entrée	\$(will be updated if and when the Option year is exercised)		\$
4.	Non- Vegetarian Lunch and Dinner Entrée	\$(will be updated if and when the Option year is exercised)		\$
			Total	\$

Cadet Meal Kits Order #7- Option Year 2				
Item No.	Meal Kit Types	Firm Unit Price per Meal Kit Type	Quantity	Total
1.	Vegetarian Breakfast Entrée	\$(will be updated if and when the Option year is exercised)		\$
2.	Non- Vegetarian Breakfast Entrée	\$(will be updated if and when the Option year is exercised)		\$
3.	Vegetarian Lunch and Dinner Entrée	\$(will be updated if and when the Option year is exercised)		\$
4.	Non- Vegetarian Lunch and Dinner Entrée	\$(will be updated if and when the Option year is exercised)		\$
			Total	\$

## ANNEX C- to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a Contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the Contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to Contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

## APPENDIX 1- MANDATORY CRITERIA

### 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. Each Bidder must submit 3 portions of each of the 31 proposed menu items as true representative samples. Any extra samples of the required menu items provided will also be evaluated. A description of every menu item must be provided by the Bidder in Annex A Part 3, B. - Approved Menu Item List. This allows Canada to verify compliance with any of the requirements of this bid solicitation.

**Table 1 – Mandatory Criteria that must be provided at Bid Closing**

	<b>Mandatory Technical Evaluation Criteria</b>	<b>Additional Evaluation Guidelines</b>	<b>Bidders Should Provide References as to Where in their Bid Each Substantiation is Found</b>
1.1	<p>Samples.</p> <ol style="list-style-type: none"><li>a. The Bidder must provide three (3) samples of each food item listed in Table 1.2 below;</li><li>b. The samples must be selected from the same lot number;</li><li>c. The lot number must be printed on each submission sample; and</li><li>d. The samples must meet the technical requirements indicated Annex A Part 2 Meal Kit Specification, para 3. Meal Kit Content Specifications:</li></ol> <p>3.1 All menu items must require minimal preparation effort (heating food and hydrating drinks only) and within the packaging provided.</p> <p>3.2 Meal Kits must not include any caffeinated or nut products, as an intentional ingredient.</p> <p>3.3 Meal Kit items must not contain any traces of typical allergens such as soy or nuts, including peanuts unless clearly stated on the packaging of each individual item containing the potential allergen. However Meal Kit entrées and side dishes must be free of any traces of nuts.</p> <p>3.4 Cold drinks must be able to be prepared within and consumed from its own packaging without additional tools not included in the Meal Kit. Alternatively additional</p>		

	<p>packaging can be included. The packaging must be impermeable to water so that beverage can be mixed in the packaging and the cadets can drink from it. For example, the material can be a plastic bag type packaging (there is no need for a hard plastic). There must be sufficient volume within the packaging to accommodate the addition of water and its mixing.</p> <p>3.5 Energy drinks must contain sufficient electrolytes and in relative proportions required to maintain a good balance in the body during intense exercise.</p> <p>3.6 Vegetarian is defined as excluding any beef, pork, poultry, fish and seafood products. Meals that are vegetarian must contain meat substitutes to meet the protein requirement using ingredients such as tofu, textured vegetable protein (TVP), beans or lentils.</p>																																
Table 1.2	<table><tr><th>Mandatory Minimum Number of Menu Items</th><th>Menu Items</th><th>Number Of Samples Required For Each Menu Item</th></tr><tr><td>10</td><td>Lunch and Dinner Entrees</td><td>3/ each</td></tr><tr><td>4</td><td>Breakfast Entrees</td><td>3/ each</td></tr><tr><td>4</td><td>Side Dishes</td><td>3/ each</td></tr><tr><td>6</td><td>Desserts</td><td>3/ each</td></tr><tr><td>2</td><td>Drinks</td><td>3/ each</td></tr><tr><td>1</td><td>Energy Bar</td><td>3/ each</td></tr><tr><td>2</td><td>Bread or Cracker</td><td>3/ each</td></tr><tr><td>2</td><td>Spreads</td><td>3/ each</td></tr><tr><td>31</td><td>Total Samples (Minimum)</td><td></td></tr></table>	Mandatory Minimum Number of Menu Items	Menu Items	Number Of Samples Required For Each Menu Item	10	Lunch and Dinner Entrees	3/ each	4	Breakfast Entrees	3/ each	4	Side Dishes	3/ each	6	Desserts	3/ each	2	Drinks	3/ each	1	Energy Bar	3/ each	2	Bread or Cracker	3/ each	2	Spreads	3/ each	31	Total Samples (Minimum)		<p>Each Bidder must submit 3 portions of each of the 31 proposed menu items as true representative samples. A description of every menu item must be provided by the Bidder in Annex A Part 3, B. - Approved Menu Item List.</p> <p>This allows Canada to verify compliance with any of the requirements of this bid solicitation.</p>	
Mandatory Minimum Number of Menu Items	Menu Items	Number Of Samples Required For Each Menu Item																															
10	Lunch and Dinner Entrees	3/ each																															
4	Breakfast Entrees	3/ each																															
4	Side Dishes	3/ each																															
6	Desserts	3/ each																															
2	Drinks	3/ each																															
1	Energy Bar	3/ each																															
2	Bread or Cracker	3/ each																															
2	Spreads	3/ each																															
31	Total Samples (Minimum)																																
1.3.	<p>Source of Supply.</p> <p>The Bidder must demonstrate that they can provide and deliver a minimum of ten (10) lunch and dinner entrées (minimum 3 vegetarian), four (4) side dishes, four (4) breakfast entrées (minimum 2 vegetarian), six (6) desserts, two (2) beverages, one (1) energy bar, two (2) breads and two (2) spreads that are all different and that all meet the specifications of the Statement of Requirements by providing:</p> <p>a) A full description of each menu item; b) A list of all ingredients for each menu item; and c) The nutritional content of each menu item.</p> <p>For the purpose of sample evaluations only, Canada will accept if the Bidder submits a), b) or c) in English only.</p>																																

	Each menu item will be evaluated through a sensory evaluation.		
2.	<p>Quality Assurance.</p> <p>The Bidder must provide a stamped and signed CFIA certificate, or certificate from an equivalent food inspection authority, demonstrating that:</p> <p>Each of the 31 menu items specified at Mandatory Technical Criteria 1 must meet all the quality assurance requirements of Annex A- Part 2, 1.</p> <p>Canada will not accept a statement or a form letter.</p>		
3.1	<p>Packaging.</p> <p>The Bidder must provide the following from their packaging supplier:</p> <ul style="list-style-type: none"> <li>a. a Meal Kit packaging sample; and</li> <li>b. its certificate of material specification sheet.</li> </ul>		
3.2	<p>This packaging document must demonstrate that the Meal Kit packaging meets the following:</p> <ul style="list-style-type: none"> <li>a) transparent polyethylene;</li> <li>b) a minimum of 6 mil in thickness;</li> <li>c) able to be opened by hand; and</li> <li>d) be waterproof</li> </ul>		
4.1.	<p>Capacity.</p> <p>Bidders must demonstrate that they would be capable of twice annually delivering a large volume of Meal Kits (250,000) to all locations listed in Annex A- Part 5 by providing a comprehensive supply chain management plan which includes:</p> <ul style="list-style-type: none"> <li>a) secure warehousing details; and</li> <li>b) the distribution plan</li> </ul>		
4.2.	<p>Reference Project.</p> <p>The Bidder must demonstrate their current capacity to deliver this requirement to DND by providing verifiable evidence that includes all of the following:</p> <ul style="list-style-type: none"> <li>a) a minimum of two different Client's orders;</li> <li>b) within the past 2 years;</li> <li>c) that were a minimum of five pallets each; and</li> <li>d) those five pallets were delivered to a minimum of three different geographical locations within Canada.</li> </ul>		
5.	<p>Product Recall.</p> <p>Bidders must provide a detailed description of their product recall process that:</p>		

	a) includes how to interpret their production coding, and b) details activities related to a product recall.		
6.1	<b>Certifications.</b> By signing the attestation at 6.2, the Bidder certifies that they are capable of fulfilling the Statement of Requirements in its entirety.	Note: to 'certify' means to provide a clear statement that is legal and binding, duly signed by a company legal representative at the CEO level	
6.2	<b>ATTESTATION;</b>  I, _____ (legal name), as the duly appointed _____ (official title; at CEO level or equivalent) of _____ (legal business entity), hereby certify that this business is fully qualified, competent, and has the capacity to deliver all goods and services required in the fulfillment of Annex A Statement of Requirements in its entirety.  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 70%;">           _____            Signed         </div> <div style="width: 20%;">           _____            Dated         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 70%;">           _____            Witnessed         </div> <div style="width: 20%;">           _____            Dated         </div> </div>		



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## **APPENDIX 2- to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

## APPENDIX 3- PHASED BID COMPLIANCE PROCESS

### 1. General

- a. Canada is conducting the Phased Bid Compliance Process (PBCP) described below for this requirement.
- b. Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE

IN SUCH EARLIER PHASE, CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- c. Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- d. The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection c.
- e. Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

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## 2. Phase I: Financial Bid

- a. After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b. Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- c. If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d. For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e. The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- f. In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g. Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h. Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

## 3. Phase II: Technical Bid

- a. Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements.

Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.

- b. Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c. A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d. The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e. The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f. Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g. Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- h. Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the

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Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

- i. Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4. Phase III: Financial Evaluation of the Bid**

- a. In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **5. Mandatory Technical Criteria**

The Phased Bid Compliance Process will apply only to the mandatory technical criteria listed in Appendix 1- Mandatory Criteria, article 1. Technical Evaluation, sub-article 1.1 Part 1: Mandatory Criteria, Table 1, excluding Mandatory Criteria 1.1 and, 1.2.