



**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

Title - Sujet Contract for Retort Pouches	
Solicitation No. - N° de l'invitation W8486-19SP0A/A	Date 2018-09-10
Client Reference No. - N° de référence du client W8486-19SP0A	
GETS Reference No. - N° de référence de SEAG PW-\$\$PD-150-75435	
File No. - N° de dossier pd150.W8486-19SP0A	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-10-23	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Fulham, Veronique	Buyer Id - Id de l'acheteur pd150
Telephone No. - N° de téléphone (819) 420-5332 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: see within . .	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION.....	3
1.1 STATEMENT OF REQUIREMENT	3
1.2 BACKGROUND.....	3
1.3 SCOPE	3
1.4 DEBRIEFINGS.....	3
1.5 TRADE AGREEMENTS.....	3
1.6 CANADIAN CONTENT	3
1.7 PHASED BID COMPLIANCE PROCESS	3
PART 2 - BIDDER INSTRUCTIONS.....	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS	4
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	5
2.5 STANDARDS AND METHODS PUBLICATIONS	5
PART 3 - BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	9
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION- HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE.....	19
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	21
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	21
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	21
PART 6 - RESULTING CONTRACT CLAUSES.....	23
6.1 SECURITY REQUIREMENTS	23
6.2 STATEMENT OF REQUIREMENT	23
6.3 STANDARD CLAUSES AND CONDITIONS.....	23
6.4 TERM OF CONTRACT	23
6.5 AUTHORITIES	24
6.6 PAYMENT	25
6.7 INVOICING INSTRUCTIONS	26
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	27
6.9 APPLICABLE LAWS.....	27
6.10 PRIORITY OF DOCUMENTS	27
6.11 SACC <i>MANUAL</i> CLAUSES.....	27
6.12 RELEASE DOCUMENTS- DISTRIBUTION.....	28
ANNEX A- STATEMENT OF REQUIREMENT.....	29
ANNEX A PART 1- GENERAL.....	29
ANNEX A PART 2- PRODUCTION AND VERIFICATION SAMPLE (AFTER CONTRACT AWARD).....	32
ANNEX A PART 3- ASSEMBLER'S VERIFICATION METHOD.....	36
ANNEX A PART 4- PRODUCTION & DELIVERY SCHEDULE.....	37
ANNEX A PART 5- LOT NUMBER LISTING FORM	38
ANNEX A PART 6- CONTRACT DELIVERABLES	39
ANNEX A PART 7- SPECIFICATION FOR ENTREES IN RETORTABLE POUCHES	40

Solicitation No. - N° de l'invitation
W8486-19SP0A/A
Client Ref. No. - N° de réf. du client
W8486-19SP0A

Amd. No. - N° de la modif.
File No. - N° du dossier
pd150.W8486-19SP0A

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

ANNEX A PART 8- CF1280- CERTIFICATE OF RELEASE, INSPECTION AND ACCEPTANCE	49
ANNEX A PART 9- SHIPPING AND DELIVERY INSTRUCTIONS	51
ANNEX A PART 10- HEDONIC SCALE FOR SENSORY EVALUATION	54
ANNEX B- BASIS OF PAYMENT	55
ANNEX C TO PART 3 OF THE BID SOLICITATION.....	57
ELECTRONIC PAYMENT INSTRUMENTS.....	57
ANNEX D TO PART 5 OF THE BID SOLICITATION.....	58
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION	58

PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

The Department of National Defence (DND) has a requirement to purchase the following specific food items for the Individual Meal Packs (IMPs):

- i. Pizza Pasta
- ii. Smoke Meat with Demi-glace Sauce
- iii. Southwestern Chipotle Chicken

1.2 Background

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

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

1.3 Scope

Canada, at its discretion, might expand, change, add or modify the food items for the IMPs with the agreement of the Contractor.

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 Canadian Free Trade Agreement (CFTA).

1.6 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

1.7 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 (2018-05-22) 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

2.1.1 SACC Manual Clauses

B4024T (2017-07-01) No Substitute Products
A3050T (2014-11-27) Canadian Content Definition

2.2 Submission of Bids

a. Delivery of Bids

Technical Bid, Financial Bid and, Certifications 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 if 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:

NPB 2nd Floor, room C-2102
D Food Svcs 1-2
National Defence Headquarters
101 Colonel By Drive,
Ottawa, ON K1A 0K2

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

2.2.1 Improvement of Requirement during Solicitation Period

Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of

competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Standards and Methods Publications

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

CGSB Standards Canadian General Standards Board Place du Portage III, 6B1 11 Laurier Street Gatineau, Québec Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only) Fax: (819) 956-5740 E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca CGSB Website: http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html	ASTM Methods and US Military Standards IHS Canada Ottawa Office 1 Antares Drive, Suite 200 Ottawa, ON K2E 8C4 Tel: (613) 237-4250 or 1-800-267-8220 Fax: (613) 237-4251 E-mail: gic@ihscanada.ca Website: http://canada.ihs.com/products/products.htm
AOAC Methods AOAC International 481 N. Frederick Avenue, Suite 500 Gaithersburg, MD 20877 USA Tel: (301) 924-7077 – Website: http://www.aoac.org/	

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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- 2 hard copies and 1 soft copy on CD or DVD

If there is a discrepancy between the wording of the soft copy on electronic media 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 hard copy 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

3.1.1 Joint Venture Experience

- a. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b. A joint venture Bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A Bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Bidder have 3 years of experience providing maintenance service, and (b) that the Bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A Bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the Bidder demonstrate experience providing resources for a minimum number of 100 billable days, the Bidder may demonstrate that experience by submitting either:

- i. Contracts all signed by A;
- ii. Contracts all signed by B; or
- iii. Contracts all signed by A and B in joint venture, or
- iv. Contracts signed by A and contracts signed by A and B in joint venture, or
- v. Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- d. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.1.2 Section I: Technical Bid

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

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

The Bidder's Technical Bid must include one (1) copy of Page 1 of this Request for Proposal (RFP), signed and dated by an authorized representative of the Bidder.

3.1.3 Section II: Financial Bid

- a. Bidder must submit their financial bid in accordance with the Pricing Tables in Annex B, Basis of Payment, without any conditions, assumptions, restrictions or otherwise. Bidders must complete and submit with their Financial Bid, Table 2- Pricing Table provided in Part 4, article 4.1.3.1. Any financial

proposal that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this bid solicitation, will be treated as being non-responsive and the Bidder's bid will be given no further consideration.

- b. Bidders must provide a firm unit price for each item, for the entire duration of the Contract. The price of the bid must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom duties and Excise Taxes included where applicable and Applicable Taxes extra. Prices must only be included in the Financial Proposal.
- c. Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items they wish to bid on in order to be evaluated.
- d. Canada has the right to disqualify a bid if the price of any deliverables does not reflect a fair and actual market price.
- e. The quantities provided in Annex B, Basis of Payment, 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. The final quantities will be provided at Contract award.

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

3.1.3.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.3.2 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

3.1.4 Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.
- c. The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.
- d. In addition to any other time periods established in the bid solicitation:
 - i. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) 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.
 - ii. Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
 - iii. Phased Bid Compliance Process: Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- a. Canada is conducting the 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.

4.1.1.2 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.

4.1.1.3 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 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.

4.1.1.4 Phase III: Final 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.

4.1.2 Technical Evaluation

The evaluation of the technical bid will be 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.

4.1.2.1 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 that evaluation process.
- c. The mandatory technical criteria are described in Table 1- Mandatory Criteria, which must be provided at bid closing.
- d. Bidders are cautioned that Table 1- Mandatory Criteria does not include all the Mandatory requirements of this solicitation. This solicitation contains other Mandatory requirements dealing with the submission, format and content of proposals, including the Mandatory submission of certifications and Mandatory requirements of the submission of cost proposal. It is the Bidder's sole responsibility to read the entire solicitation to ensure that it complies with all Mandatory requirements of this solicitation.
- e. Bidders are required to complete and submit with their Technical proposal Table 1- Mandatory Criteria. The format of the table should be similar to the format shown herein.
- f. The Phased Bid Compliance Process will apply to all mandatory technical criteria listed in Table 1- Mandatory Criteria.

Table 1 - Mandatory Criteria

#	Criteria	Additional Instructions	Bidder's Page/ Section Reference
1.	a. The Bidder must provide thirty (30) samples of each food item listed below they wish to bid on: i. Pizza Pasta ii. Smoke Meat with Demi-glaze Sauce iii. Southwestern Chipotle Chicken		
	b. The 30 samples must be selected from the same lot number.		

	<p>c. The lot number must be printed on each submission sample for each food item that the Bidder is submitting.</p> <p>d. The samples must meet all the technical requirements indicated on the technical specifications sheet (Annex A Part 7) provided in this requirement.</p> <p>e. If the tendered food item samples do not meet the technical requirements of Annex A Part 7, the Bidder must provide with their bid a list of all deviations from their tendered samples. The Bidder must also certify in writing that the tender samples will meet and be compliant to Annex A Part 7 for all production deliveries.</p> <p>f. The Bidder must provide a list of all items that the Bidder wishes to bid on.</p>		
2.	The Bidder must provide a statement indicating the 10 day incubation has been completed.	One random pouch from each retort basket must be incubated at 37°C for 10 days as per CFIA requirements.	
3.	<p>a. The Bidder must demonstrate that the packaging meets the quad pouch requirements described in Annex A Part 7.</p> <p>b. To substantiate, the Bidder must provide the packaging material specification sheet from the packaging supplier that demonstrates each criteria in Annex A Part 7.</p>	If there has not been a packaging material change or a change in suppliers within the last five (5) years, the same certificate will be accepted as substantiation.	
4.	The Bidder must provide a statement indicating that samples meet all the specifications indicated in the technical specification sheet (Annex A – Part 7).		
5.	The Bidder must provide a draft of the nutrition information printed on the cardboard sleeve in accordance with the requirements listed in section 3.8 of Annex a Part 7.		
6.	<p>The Bidder must provide a list containing the following information of the raw material used in the making of tender samples and during production.</p> <p>a. The cut of meat used in any meat/ chicken products including ground beef when specific cuts are not stated in the specification.</p>		

	b. The country of origin and the name of the meat/ fruit supplier.		
7.	The Bidder must provide a Letter of No Objection in accordance with section 4.7 of Annex A Part 7.		
8.	The Bidder must provide a statement indicating the number of packets per shipping container at time of production.		
9.	A statement indicating the production code interpretation must be provided by the Bidder.	Only applicable if the CAF production code is not used.	
10.	The Bidder must provide an authorized representative and alternate representative for Clarification or questions on their bid. The information should include the name, title, phone number and e-mail.		

4.1.2.2 Point Rated Technical Criteria for Food Samples

- a. The purpose of the evaluation is to establish the acceptability of the food items by the users. Each food item submitted will be evaluated on its own merit using a nine (9) point Hedonic Scale ranging from 1 to 9 where each evaluator indicates their rating. See Annex A Part 10 for the Hedonic Scale used. Bidders who fail to submit the information requested by this bid solicitation will be rated accordingly.
- b. The Bidders must submit thirty (30) samples of each food item they wish to bid on. This allows Canada to verify compliance with any of the requirements of this bid solicitation.
- c. A minimum of twelve (12) volunteers will evaluate each of the tendered food item samples provided.
- d. Annex A Part 7 provides specifications that the evaluators will use as a guide for product evaluation.
- e. To qualify, each food item must attain the required combined minimum average score of 6.00 (six) points from the following criteria:
 - i. Appearance;
 - ii. Texture;
 - iii. Flavour (taste and aroma); and
 - iv. Overall
- f. The scores per criterion will be averaged and rounded to two decimals.
- g. If the proposed food item does not achieve the combined minimum overall average score of 6.00 points for the Appearance, Texture, Flavour and Overall criteria, the tendered food item will be disqualified from further consideration.
- h. In the event a food item fails the point-rated technical evaluation, Canada will not re-evaluate that food item.

- i. **Note to Bidders:** Once a Contract is awarded, approved tendered food item samples are retained and distributed to appropriate personnel who are responsible for conducting the comparison between the approved tendered food item sample and the production end product and, if required, option year(s).

Sensory Evaluation Example Scenario

In this scenario one food item is evaluated by 5 evaluators:

Appearance- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	7	6	5	6	5	

Texture- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	7	7	5	6	5	

Flavour- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	8	9	7	7	8	

Overall- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	7	7	6	7	7	

To calculate the average score of each criterion, the scores will be averaged and rounded to two decimals.

Appearance- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	7	6	5	6	5	5.8

Texture- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	7	7	5	6	5	6.00

Flavour- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	8	9	7	7	8	7.8

Overall- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	7	7	6	7	7	6.8

In this scenario, the Pizza Pasta is responsive as the combined average score achieved for all four (4) criterion is over the required minimum score of 6.00 points.

Appearance- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	

Bidder A	7	6	5	6	5	5.8
-----------------	---	---	---	---	---	------------

Texture- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	7	7	5	6	5	6.00
Flavour- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	8	9	7	7	8	7.8

Overall- Pizza Pasta						Average
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
	Score	Score	Score	Score	Score	
Bidder A	7	7	6	7	7	6.8

Average of all four (4) criterion						6.6
--	--	--	--	--	--	------------

4.1.3 Financial Evaluation

The Financial Evaluation will be conducted by calculating the average using Table 2- Pricing Tables below for each food item. The firm unit price provided will be used to complete the Tables in Annex B- Basis of Payment at Contract award.

4.1.3.1 The Total Bid Price for each food item will be calculated as follows:

For every line item:

For each Food Item, the sum of each Scale from 1 to 6, will be averaged to determine the Price under the Basis of Selection.

The average for each scale will be rounded to two decimals.

Food Item Evaluation Example Scenario

Item No. 1 – Food Item		
	Scale	Firm Unit Price
1.	0 to 20,000 Units	\$4.56
2.	20,001 to 40,000 Units	\$4.56
3.	40,001 to 60,000 Units	\$4.48
4.	60,001 to 80,000 Units	\$4.32
5.	80,001 to 100,000 Units	\$4.31
6.	100,001 Units and up	\$4.23
Total of Firm Unit Prices		\$26.46
Average Firm Unit Price for this food item		\$4.41
Number of Units per Contractor's shipping box		

Table 2- Pricing Tables

Item No. 1 – Pizza Pasta (pouch of 240g)		
	Scale	Firm Unit Price
1.	0 to 20,000 Units	\$
2.	20,001 to 40,000 Units	\$
3.	40,001 to 60,000 Units	\$
4.	60,001 to 80,000 Units	\$
5.	80,001 to 100,000 Units	\$
6.	100,001 Units and up	\$
Number of Units per Contractor's shipping box		

Item No. 2 – Smoked Meat with Demi-Glace Sauce (pouch of 200g)		
	Scale	Firm Unit Price
1.	0 to 20,000 Units	\$
2.	20,001 to 40,000 Units	\$
3.	40,001 to 60,000 Units	\$
4.	60,001 to 80,000 Units	\$
5.	80,001 to 100,000 Units	\$
6.	100,001 Units and up	\$
Number of Units per Contractor's shipping box		

Item No. 3 – Southwestern Chipotle Chicken (pouch of 240 g)		
	Scale	Firm Unit Price
1.	0 to 20,000 Units	\$
2.	20,001 to 40,000 Units	\$
3.	40,001 to 60,000 Units	\$
4.	60,001 to 80,000 Units	\$
5.	80,001 to 100,000 Units	\$
6.	100,001 Units and up	\$
Number of Units per Contractor's shipping box		

4.1.3.2 Evaluation of Price- Canadian- Foreign Bidders

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based Bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based Bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that Bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

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

4.1.3.3 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- Highest Combined Rating of Technical Merit and Price

- a. To be declared responsive, a bid must:
 - i. Comply with all the requirements of the bid solicitation; and
 - ii. Meet all mandatory criteria; and
 - iii. Obtain the required minimum average score of 6.00 for each of the mandatory food samples.
- b. Bids not meeting i. or ii. or iii. will be declared non-responsive.
- c. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- d. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained/ maximum number of points available multiplied by the ratio of 60%.
- e. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- f. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- g. Neither the responsive tendered food item obtaining the highest score nor the one with the lowest evaluated price will necessarily be accepted. The responsive tendered food item with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids where a tendered food item is responsive and the selection of the contractor is determined by a 60/40 ration of technical merit and price, respectively. The total available points equals 9.00 and the lowest evaluated price is \$85.00 (85).

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	8.90 /9.00	6.66 /9.00	7.50 /9.00
Bid Evaluated Price	\$100.00	\$90.00	\$85.00
Calculations	8.90/9.00 x 60 = 59.33	6.66/9.00 x 60 = 44.40	7.50/9.00 x 60 = 50.00
	85/100 x 40 = 34.00	85/90 x 40 = 37.78	85/85 x 40 = 40.00

Solicitation No. - N° de l'invitation
W8486-19SP0A/A
Client Ref. No. - N° de réf. du client
W8486-19SP0A

Amd. No. - N° de la modif.
File No. - N° du dossier
pd150.W8486-19SP0A

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

Combined Rating		93.33	82.18	90.00
Overall Rating		1 st	3 rd	2 nd

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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

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

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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>), 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#>).

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.

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 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide the retort pouch meals for the IMP's in accordance with the Statement of Requirement at Annex A.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.1.1 under Section 09 Warranty

Delete: 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: The warranty period will be **3 years** after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

6.4 Term of Contract

6.4.1 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 one (1) year later;
- b. The Period during which the Contract is extended, if Canada chooses to exercise 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.

6.4.2 Delivery Date

- a. For the Initial Contract Period, all items must be delivered no later than December 19, 2018.

- b. Should the delivery take place after December 19, 2018, and should the new delivery date cause the Assembler to interrupt a plant closure, that Contractor is responsible to pay the Assembler directly for any recall of personnel in accordance with the Assembler's recall rate.

6.4.3 Option to Extend the Contract

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

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

6.4.4 Delivery Points

Delivery of the requirement will be made to the Assembler at:

Canadian Forces
C/O Ropack Inc
7800 Vauban St.
Anjou (Montreal), Quebec
H1J 2N1

Telephone: *will be provided at Contract award*
Fax: *will be provided at Contract award*

6.5 Authorities

6.5.1 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, QC 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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: *will be provided at Contract award*

Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Procurement Authority

The Procurement Authority for the Contract is:

Name: *will be provided at Contract award*
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

Name: *will be included at Contract award*
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 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 as specified in the contract for a cost of \$ _____ (*will be provided at contract award*). Customs duties are included and Applicable Taxes are extra.

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.

6.6.2 Multiple Payments

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

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

6.6.3 Shipping Instructions- Delivery at Destination

The Contractor must ship the goods prepaid DDP- Delivery Duty Paid to the destination listed in 6.4.4 Delivery Points. 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.

6.6.4 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor
A0222T (2014-06-26) Evaluation of Price- Canadian/ Foreign Bidders

6.6.5 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

- a. 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.

Each invoice must be supported by:

- i. a copy of the release document and any other documents as specified in the Contract;
- b. Invoices must be distributed as follows:
 - i. One (1) copy in high quality PDF format must be forwarded to the following e-mail address for certification and payment:

(E-mail address will be provided at Contract award)

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

6.8 Certifications and Additional Information

6.8.1 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.

6.8.2 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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- a. the Articles of Agreement;
- b. the general conditions 2010A (2018-06-21) General Conditions; Goods (medium complexity);
- c. Annex A, Statement of Requirement;
- d. Annex B, Basis of Payment
- e. the Contractor's bid dated _____ (*date of bid will be added at Contract award*)

6.11 SACC Manual Clauses

- a. D5540C (2010-08-16) ISO 9001: 2008 Quality Management Systems- Requirements (Quality Assurance Code Q)
- b. D5510C (2017-08-7) Quality Assurance Authority (Department of National Defence): Canadian-based Contractor

Substitute the last paragraph of D5510C with the following:

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

- c. D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence)- Foreign-based and United States Contractor

Substitute the last paragraph of D5515C with the following:

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

- d. D5606C (2017-11-28) Release Documents (Department of National Defence)- Canadian-based Contractor
- e. D5604C (2008-12-12) Release Documents (Department of National Defence)- Foreign-based Contractor
- f. D5605C (2010-01-11) Release Documents (Department of National Defence)- United States-based Contractor
- g. B7500C (2006-06-16) Excess Goods
- h. A1009C (2008-05-12) Work Site Access
- i. G1005C (2016-01-28) Insurance- No Specific Requirement

6.12 Release Documents- Distribution

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

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to the Quality Assurance Representative;
- e. One (1) copy to the Contractor; and
- f. For all non-Canadian contractors, one (1) copy to:

*DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2*

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

ANNEX A- STATEMENT OF REQUIREMENT

ANNEX A PART 1- GENERAL

1. Objective

This document provides information on the Canadian Armed Forces' (CAF) need to purchase retort pouch meals for the IMPs.

2. Background

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

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

Scope: Canada, at its discretion, may expand, change, add or modify the food items for the IMPs with the agreement of the Contractor.

3. Acronyms

ANSI/ASQ	American National Standards Institute/American Society for Quality
AOAC	Association of Analytical Communities
AQL	Acceptable Quality Level
CA	Contracting Authority
CAF	Canadian Armed Forces
CFIA	Canadian Food Inspection Agency
CoA	Certificate of Analysis
DND	Department of National Defence
HACCP	Hazard Analysis Critical Control Points
IMP	Individual Meal Pack
NCRP	National Combat Rations Program
PA	Procurement Authority
PMO	Project Management Office
PSPC	Public Services and Procurement Canada
QA	Quality Assurance
QAR	Quality Assurance Representative
QC	Quality Control
RFP	Request for Proposal
SOR	Statement of Requirement

4. Applicable Documents

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

4.1 ANSI/ASQ Z1.4-2008 Sampling Procedures and Tables for Inspection by Attributes

- 4.2 Canada Grain Act and Regulations
- 4.3 CFIA Acts and Regulations
- 4.4 D-LM-008-036/SF-000 – Department of National Defence Minimum Requirements for Manufacturer's Standard Pack
- 4.5 Flexible Retort Pouch Defects Manual – Identification and Classification
- 4.6 Pest Control Products Act
- 4.7 Weight and Measures Act
- 4.8 Canada Agricultural Products Act and Applicable Regulations
- 4.9 Canada Food and Drugs Act and Regulations

5. Requirement

5.1 Scope of Work and Tasks

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

5.2 Security of raw material, finished food products and reliability of the personnel

The Contractor must at all times during the performance of the Contract ensure the security of the raw material, the finished food products and the reliability of the personnel, including temporary employees. These measures are necessary in order to prevent the intentional contamination of food products, with the intent to cause harm to consumers.

The following CFIA link defines Food Tempering:

<http://www.inspection.gc.ca/food/information-for-consumers/fact-sheets-and-infographics/food-handling/food-tampering/eng/1331585126472/1331585217459>

6. Constraints

6.1 Quality

Components are required for production of an IMP for CAF personnel serving overseas as well as in Canada. To ensure the shelf life of 3 years, Contractors are required to subject items to the most rigorous quality control. The Contractor must ensure that the items are hermetically sealed and free from grease, dirt, stains, leakage, folds and foreign material. The Contractor must ensure that the items are manufactured in calendar year 2018/2019. At all times, the Contractor is responsible to provide products that meet or exceed the approved RFP (tender) sample.

6.2 Communication with the Assembler

The Contractor must not contact the Assembler except to request pallets and to establish the delivery date of goods during the Contract delivery period.

6.3 Production and Verification Samples

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

6.4 Assembler Verification Method

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

6.5 Replacement of Defective Product

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

- 6.5.1** When shortfalls and/or packaging deficiencies are identified and reported to DND, DND will base the request for replacement of non-conforming goods on an extrapolated average of missing goods. This measure is applied in order to avoid any delay in the assembly of IMPs.
- 6.5.2** When a problem is identified during Assembler verification of delivered goods, the Contractor will be informed of the problem, and his input on additional inspection will be requested before additional verification/inspection begins at the Assembler's plant. DND will obtain a cost estimate from the Assembler when more verification is required by the Assembler.
- 6.5.3** Any shipments/deliveries returned to the assembler for inspection at the Contractor's expense.
- 6.5.4** If the Assembler is required to perform any additional verification at the Assembler's plant, the manpower cost for the increased workload must be at the Contractor's expense.
- 6.5.5** Should any of the shipments/deliveries be returned to the Contractor for inspection, the cost of transporting the product back and forth must be at the Contractor's expense.
- 6.5.6** When a deficiency is identified after delivery to the Assembler or after the IMPs are assembled, whether the ration packs are at the Assembler's plant or have been distributed to Bases, the Contractor must be responsible to replace the defective products, and subject to the type of deficiency, may have to replace the entire quantity of related packages as the defective goods. In this instance, the Contractor must be responsible for all associated costs, such as labour costs for additional verification, unpacking/repackaging of meals, disposal of defective product as required, transportation cost to recall distributed defective packs as applicable, and material cost for cardboard sleeves, if the problem is related to retorted meals/pouches.
- 6.5.7** When the number of deficiencies is high and/or when the deficiency is spread among the delivered goods and it is impossible to assign a lot number to it, all production could be returned to the Contractor for replacement.
- 6.5.8** The Contractor must replace, based on the defective product rate obtained from the first assembly period, the extrapolated number of goods necessary to successfully conclude the assembly year. The Contractor must ship replacement goods before the end of the second assembly period of meals containing the product. This date must be provided by NCRP.

7. Final Acceptance of Goods

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

ANNEX A PART 2- PRODUCTION AND VERIFICATION SAMPLE (After contract award)

1. Production Samples

- 1.1** The Contractor must notify the QAR five days in advance of the first production batch to enable the QA to be present on that day to evaluate and select the first production samples. Production samples must be the product of the first production batch of each menu and must be comparable to or better than the approved tender samples.
- 1.2** The Contractor must ensure that the items produced and packaged in a retort pouch during full or partial production run(s) are identical to the tender samples. The Contractor may use their own internal QA process to conduct their internal verification. As a minimum, at the beginning of the production, the Contractor must pull samples, compare them to the tender samples to ensure consistency, and keep meaningful records of the evaluation. During production, the Contractor is responsible for determining the frequency of testing to ensure consistent production quality.
- 1.3** The Contractor must make every effort to have a single, continuous production run. When there are split runs, production samples for each first production lot may be requested and must be shipped to the NCRP. The NCRP must be notified of all split runs if not indicated in Annex A, Part 4.
- 1.4** The Contractor must submit 15 first production samples of all contracted items to the NCRP for evaluation. The NCRP will evaluate the production samples against the tender samples to ensure that the production samples are as good as or better than the tender samples. Details of DND's production sample verification method are detailed in section 4 below.
- 1.5** The Contractor must ship the production samples at their own expense to arrive at the NCRP within three (3) days of the first day of production. The shipping address for the production samples is the following:

National Defence Headquarters
NCRP Evaluation Centre
TBA

C/O: To be indicated when contract is awarded

2. Changes from the Approved Tender Samples

If any changes from the approved tender samples must be made (change of raw material, change of supplier of the raw material etc.), the Contractor must provide all details of such change accompanied by proper substantiation and new tender samples to the NCRP 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. The production may be rejected.

3. The Contractor must email the following documentation to the NCRP:

- 3.1** A certificate of conformity stating that the product is the same quality and is fully comparable to the approved tender samples, within three (3) days of the start of production. If there are noticeable deviations from the approved tender samples, the Contractor must mention it in this certificate along with the appropriate justification
- 3.2** The bilingual list of ingredients in Word Format and the nutrition information within three (3) days of the start of production for each item contracted.

3.3 The results for the nutritional analysis of the following micro and macro nutrients for each menu item. Analysis must be performed by an accredited lab, within one month of the end of production.

Energy content (Atwater) (Kcal)
Carbohydrate (g) and Sugar (g)
Fat (g) (Trans Fat (g), Saturated Fat (g) and Cholesterol (mg))
Protein (g)
Fiber (g)
Vitamin A (µg)
Thiamin (mg)
Vitamin B₆ (mg)
Vitamin B₁₂ (µg)
Folate (µg)
Vitamin C (mg)
Vitamin D (µg)
Calcium (mg)
Zinc (mg)
Iron (mg)
Magnesium (mg)
Potassium (mg)
Sodium (mg)
Riboflavin (mg)
Niacin (mg)
Vitamin E (mg)
Vitamin K (µg)
Phosphorous (mg)
Iodine (µg)
Selenium (µg)
Fluoride (mg)
Pantothenic acid (mg)
Biotin (µg)
Choline (mg)
Molybdenum (µg)
Copper (mg)
Chromium (µg)
Manganese (mg)

Previous nutritional analysis certificates will be acceptable provided that they are dated, the formulation has not changed and that they are not older than five (5) years.

The information requested above must be emailed to NCRP at: *To be indicated when contract is awarded.*

4. DND's Production Sample Evaluation Method

NCRP personnel will evaluate production samples by conducting a comparative sensory evaluation to the approved tender samples to ensure they meet the Specification for Entrees, Fruits and Desserts in Retortable Pouches and the descriptions indicated in Annex A, Part 7. Results will be registered and will form the basis for production sample acceptance. If the production samples are determined to be not acceptable, NCRP will provide the results to the QAR and to the Contractor. The appropriate course of action will be determined by the severity of the non-conformance.

5. Verification Samples

5.1 The QAR must select verification samples within three days of the last date of production. Selected samples must be shipped and prepaid by the Contractor to arrive at NCRP no later than three (3) days after selection of the samples. The shipping address is the same as the one mentioned in para 1.5 above.

5.2 The QAR will select samples at random from the production of each type of product at the frequency specified at Table 1 on Annex A, Part 7, for testing and for comparison to the approved tender sample and drained weights. Samples will be rejected if they compare unfavorably with the approved tender samples.

6. The Contractor must email, with each delivery of verification samples, the following documentation to NCRP:

6.1 A certificate of conformity stating that the product is of the same quality and is fully comparable to the approved tender samples. If there are noticeable deviations from the approved tender samples, the Contractor must mention it in this certificate along with the appropriate justification.

6.2 A list of the lots selected for the verification samples.

7. DND's Verification Sample Evaluation Method

NCRP personnel will evaluate the verification samples by comparing them to the approved tender samples and will also perform drained weights on the products to ensure the component weights meet the specifications and descriptions indicated in section 7 of Annex A, Part 7. Results will be registered and will form the basis for product acceptance. The QAR will be informed of the results and will be authorized to release product for shipment or withhold the shipment if product is unacceptable. If product is unacceptable, the appropriate course of action will be determined by the severity of the non-conformance.

8. Defective Product Evaluation Process

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

8.1.1 The defective item may be quarantined; and/or

8.1.2 The offending lot may be rejected or investigated further; and/or

8.1.3 The Contractor could be asked to investigate adjacent lots until acceptable product is obtained. The NCRP could ask for samples of Contractor's declared acceptable product for verification; and/or

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

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

8.2.1 *Critical Defect:* A defect which would render the item uneatable in the field or one that could cause illness if consumed.

8.2.2 *Minor Defect:* A defect that will not affect the usability of the item but varies from the approved RFP (tender) sample.

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

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

ANNEX A PART 3- ASSEMBLER'S VERIFICATION METHOD

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

1. Verification

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

- 1.1** The number of items per case matches the quantity marked on the case;
- 1.2** The cardboard sleeve is clean and free of defects;
- 1.3** The retort pouches have not leaked or are not bloated and do not display any major defects such as dark spots.
- 1.4** The lot number is on the cardboard sleeve and matches the lot number printed on the pouch and the shipping case; and
- 1.5** The lot number printed on the shipping case matches the number written on the Lot Number Listing Form.

2. Verification Results

Verification results will be interpreted as follows:

- 2.1** if there are no non-conformances identified, and if the number of units per case is equal to or greater than the quantity ordered there will be no further verification by the Assembler; and
- 2.2** if a non-conformance is detected and/or if the number of units per case is inferior to the quantity ordered.
- 2.3** In some cases, the lot acceptability may be determined by the ANSI/ASQ Z1.4-2008 procedures as indicated in para 9.2 of Annex A, part 2.

3. Corrective Measures

The corrective measures described in Annex A, part 1, paragraph 6.5 will apply.

ANNEX A PART 4- PRODUCTION & DELIVERY SCHEDULE

PRODUCT					INCUBATION		PACKING/INSPECTION		DELIVERY DATES
PRODUCT	QTY	DAYS	FROM	TO	FROM	TO	FROM	TO	

Months must be in letter format (July 16) versus numeric format (16.07)

Delivery Schedule

1 st Delivery Period	TBD	30%
2 nd Delivery Period	TBD	45%
3 rd Delivery Period	TBD	25%

All goods to be delivered no later than **December 19th, 2018**.

Documentation accompanying each deliveries to the Assembler – Ropack

Any deliveries to the Assembler must be accompanied by the following documentation:

1. A certificate of conformity stating that the product is of the same quality and is fully comparable to the approved tender samples.
2. The Batch Number Listing Form (Annex A, Part 5). At time of contract award, NCRP will provided an excel format of this form.
3. The CF 1280 (Annex A, Part 8)

The documentation must be sent by email to the Assembler at the following email address: *(will be added at Contract award)*

ANNEX A PART 5- LOT NUMBER LISTING FORM

ENTRÉE _____ 1 CASE = _____ POUCHES
DESSERT _____ 1 CASE = _____ POUCHES

Pallet No.	Lot Numbers	Number of cases (complete cases)	Number of Pouches (incomplete cases)	Number of Pouches per Pallet	Total of Pouches per Pallet

Form must be 8-1/2" x 11" in size, with lot numbers indicated in sequential order and forwarded with applicable shipment.

ANNEX A PART 6- CONTRACT DELIVERABLES

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

	What	Details	When
1.	Production Schedule	- Production Schedule (Annex A, Part 4).	10 (ten) days after contract award
2.	List of Ingredients	- Must be bilingual - Must meet the Food and Drug Act and Regulations - Must be provided in accordance with the CFIA's Core Labelling Requirements.	Within 3 (three) days of start of production for each contracted item.
3.	Nutritional Information	- Must be bilingual - Must meet the Food and Drug Act and Regulations - Must be provided in accordance with the CFIA's Core Labelling Requirements.	Within 3 (three) days of start of production for each contracted item.
4.	Nutritional Analysis	- CoA performed by an accredited lab for the micro and macro nutrients indicated in Annex A, Part 2, para. 4.3 - Previous nutritional analysis certificates will be acceptable provided that the reports are dated, the recipe has not changed and they are not older than five years.	Within 1 (one) month of completion of production
5.	15 Production Samples	- According to Annex A, Part 2.	Within 3 (three) days of start of production for each contracted item.
6.	Verification Samples	- According to Annex A, Part 2	No later than five (5) days following the end of production.
7.	Lot Number Listing	- Lot Number Listing Form, Annex A, Part 5.	Shipped with each production delivery to Assembler.
8.	CF1280	-Certificate of Release, Inspection and Acceptance	Shipped with each production delivery to Assembler.
9.	Certificate of conformity	- A certificate of conformity stating that the product is the same quality and is fully comparable to the approved tender samples.	Shipped with each production delivery to Assembler.
10.	Pre-printed cardboard sleeves	- A clearly marked shipping container containing 50 knocked down pre-printed cardboard sleeves for each menu	Must be included with first shipment of food products to the assembler
11.	Draft Label	- A draft label must be sent for each menu item before production commences. - Draft label must be authorized by the NCRP.	One (1) month after contract award.
12.	Invoicing	- Invoices must be sent following deliveries to Assembler.	After delivery
13.	Retort Pouches	- Retort pouches must be delivered as per contractual standards, quality, quantity and production schedule, Annex A, Part 4. Retort Pouches must be delivered to the Assembler accompanied with the following documentation: <ul style="list-style-type: none"> • Lot Number Listing (see #7 above) • CF1280 (see #8 above) • Certificate of conformity (see #9 above) 	As per approved schedule

ANNEX A PART 7- SPECIFICATION FOR ENTREES IN RETORTABLE POUCHES

1. Scope

This specification covers the requirements for entrees, fruits and dessert products in flexible foil laminated pouches for use in the combat ration packs.

2. References

- 2.1 D-LM-008-036/SF-000 – DND Minimum Requirements for Manufacturer's Standard Pack
- 2.2 ANSI/ASQ Z1.4:2008 – Sampling Procedures and Tables for Inspection by Attributes
- 2.3 CFIA Acts and Regulations
- 2.4 Meat Inspection Act and Regulations
- 2.5 Canada Agriculture Products Act and applicable regulations
- 2.6 Food and Drugs Act and Regulations
- 2.7 Weights and Measures Regulations
- 2.8 CFIA Flexible Retort Pouch Defects Identification and Classification Manual
- 2.9 Consumer Packaging and Labelling Act and Regulations
- 2.10 Data List DL-9690017- Pack Assembly 10 Individual Meal Packs (IMP)

3. Requirements

3.1 General Requirements

The product must be of good quality and characteristic flavour. The products and all material used in its manufacture must be in accordance with the specifications found in paragraph 7 and conform to the references listed above in section 2.

The food must be packed and hermetically sealed in foil laminate pouch that is capable of withstanding exposure to a sterilizing temperature of 121°C in water or steam for 30 minutes. Seals and bonding agents must be capable of withstanding pressure fluctuation during thermal processing at a temperature of 121°C. After retort processing, pouches must have a shelf life of 3 years and must be resistant to extremes in climate and humidity while maintaining acceptable food quality.

Pouches must be free from grease, dirt, leakage, adhering food products and foreign material. Pouches sealed twice (double seals) are not acceptable, cosmetic seals are accepted. Thermally reprocessed pouches and pouches reduced in length by trimming of any kind are unacceptable. Pouches must be free of any defect found in reference 2.8.

3.2 Shelf Life Requirements

Food products must be processed to remain commercially sterile under extreme temperature conditions varying from -46°C to +49°C. Extreme temperatures must not impart impurities to the food.

The Contractor must guarantee a 3 year shelf life on all pouch products and keep the records on file for four years.

3.3 Retort Pouch Material

The pouch material must have high barrier properties and can be used in retort and autoclave applications with overpressure at cool down. Pouch material must have the following properties:

- a. WVTR (g/m²-24hrs) <0.1;
- b. O₂TR (cc/ m²-24hrs) <0.1;
- c. Heat sealable and sterilizable;
- d. Constructed of appropriate material (material must be approved by the CFIA);
- e. Resistant to penetration by fats, oils and other food components;
- f. Physical strength to resist physical abuse during packing, retorting, storage and distribution (i.e., tearing, pin-holing, fatigue, impact and abrasion);
- g. Absence of solvent residues. Chemically inert polypropylene films require manufacturing catalysts, which must be removed with solvents before the film can be used for foods;
- h. Bonding materials for the laminates must not migrate into the food.

The pouch must have a tan colour, Pantone colour must be 4535C. The pouch must have a non-glossy finish. A shiny finish is not acceptable.

3.4 Retort Pouch Construction

The only types of pouches authorized to be used are the pre-formed pouches and the in-line formed pouches as described in the CFIA Flexible Retort Pouch Defects Identification and Classification Manual. The dimensions are shown in Figure 1. The side and bottom seals must have a minimum width of 9.5 mm ± 1.5 mm. Two sets of tear notches must be evident on both sides of the pouch and must be no deeper than 3.5 mm. The second set of notches must be approximately 4cm lower than the first set of notches. Each set of notches must be either "V" or "U" shaped. The overall size of the retort pouch must be 199 mm ± 3 mm long by 145 mm ± 3 mm wide.

3.5 Retort Pouch Sealing

The retort pouch must be completely sealed by heat or ultrasonic sealing. The width of the closure seal must be a minimum of 3 mm for heat seals or 1 mm for ultrasonic seals. The closure seal must be free of impression or design on the surface that would conceal or impair visual detection of seal defects. The closure seal must be free of wrinkles, sealed matter, or evidence of entrapped moisture or grease that reduces the closure seal width to less than 3 mm at any location for heat seals or reduces the closure seal width to less than 1 mm for ultrasonic seals. The closure seal must be located no more than 30 mm from the end of the pouch and not within 5 mm of the notch on the sides of the pouch. The closure seal must run parallel to the top edge of the pouch. Cosmetic seals are permitted.

3.6 CAF Code

All retort pouches must be labelled with the CAF code for recall and traceability purposes. The CAF code must be a numeric code composed in the following manner:

- a. The first two digits must be the last two digits of the year (2015 will be 15).
- b. The next three digits must represent the Julian date (June 1st is 152).

c. The last two digits must represent the retort load.

If additional information is needed in the code, more letters or numbers can be added providing there is a space after the CAF code. For example, 15152 04 B7 would represent the year 2015, June 1st, and retort load 04. B7 is an example of additional information that the company may wish to add for their own records.

3.7 Retort Pouch Labelling

All retort pouches must be marked with the establishment number, the CAF code and the bilingual name of the entrée, fruit or dessert in the pouch. The bilingual names and approved abbreviations is provided in Annex A Part 7 for each required item.

The printed CAF code on the retort pouch must be the same as the one printed on the cardboard boxes. The markings on the retort pouch must be made with food grade ink non-soluble in boiling water.

See Figure 1 for retort pouch layout and heating instructions. All printing must be reverse printed on the outside film of each pouch.

3.8 Retort Pouch Cardboard Boxes

The cardboard boxes for the retort pouches must be at least 0.020" (0.46mm) thick. Dimensions and markings must be in accordance with Drawing 8890127-1 and 8890127-2 (Fruit/Entrée Boxes). The bond strength of the end flaps must be equal to that of the cardboard box manufacturer's joint. The cardboard boxes must indicate the French and English name of the product it contains.

A bilingual list of ingredients and a bilingual Nutritional Facts table according to reference 2.4 must be printed on each paperboard box as well as the establishment number and CAF code. The nutritional facts table must be for an individual serving (one retort pouch) of the finished, cooked product. Before the cardboard boxes are printed, a draft label must be sent to the PMO NCRP for approval.

3.9 Workmanship

Workmanship must be of a quality consistent with good commercial practice for the type of product and must be satisfactory to the PMO NCRP.

4. Quality Assurance Provisions

The Contractor is responsible for the performance of all inspection requirements specified herein and may utilize his own or any other facilities acceptable to the QAR. The Contractor must maintain records of all inspections performed and must make these records available to the QAR for a minimum of four years. The QAR has the right to perform any inspections considered necessary to ensure that supplies and services conform to specified requirements.

4.1 Incubation by Contractor

As a minimum, the Contractor must incubate one sample from each retort basket for 10 days at a constant temperature of 37°C ± 1°C. At the end of the 10 day incubation, and prior to shipping, the entire lot must be checked for leaking or bloated pouches and faulty seals. If any faults are found in the pouches, it must be reported to the PMO NCRP immediately. Any lot having one or more defective pouches must be held until further direction from the PMO NCRP.

The PMO NCRP will rely on the Contractor's 10 day incubation test results for the safety of the samples. Should the Contractor identify any health hazards with an item, the company must inform the PMO NCRP immediately.

4.2 Review by the QAR

The Contractor's manufacturing and processing records and documentation must be made available for surveillance. At the discretion of the QAR, a lack of information or incomplete data may be cause for rejecting a lot.

4.3 First Production Samples

Five production samples of all contracted items must be selected and submitted to the PMO NCRP for evaluation. The Contractor must notify the QAR five days in advance of the first production batch to allow the QAR to be present on that day to evaluate and select the first production samples. The samples must be the product of the first production batch of each menu and must be comparable to or better than the approved tender samples.

The Contractor must ship the production samples at their own expense to arrive at the PMO NCRP within 3 days of the first day of production. A certificate of conformity must be emailed to the PMO NCRP stating that the product is of the same quality and is fully comparable to the approved tender samples. If there are noticeable deviations from the approved tender samples, the Contractor must mention it in this certificate along with the appropriate justification.

4.4 Verification Samples

The QAR must select verification samples within three days of the last date of production. Selected samples must be shipped and prepaid by the Contractor to arrive at the PMO NCRP no later than three days after selection of the samples.

The QAR will select samples at random from the production of each type of product at the frequency specified at Table 1 for comparison to the approved tender sample and to perform drained weights. Samples will be rejected if they compare unfavorably with the approved tender sample.

4.5 Drained Weights Sampling Plan

All lots selected as verification samples for the PMO NCRP must also be used by the Contractor for drained weights. The sampling plan must be in accordance with ANSI/ASQ Z1.4-2008. The inspection level must be Single Sampling Plan at Special Inspection S-1 and the AQL must be 4.0. Each individual menu item must begin at normal inspection and follow switching procedure detailed in ANSI/ASQ Z1.4-2008. Failure to comply with the drained weight requirements outlined in the specification may result in rejection of the lot.

4.6 Pouch Defects

After retorting, the pouches must be free of serious defects which could be detrimental to the integrity of the product. Refer to reference 2.9 above for a list of serious defects which are not permitted. A serious defect will be cause for rejection of the finished product.

4.7 Letters of No Objection

A Letter of No Objection from the Bureau of Chemical Safety, Health Products & Food Branch of Health Canada is required stating that all pouch materials (films, adhesives and coatings) meet the requirements

of the Food and Drugs Act and Regulations Division 23 respecting the chemical safety of food packaging materials.

A Letter of No Objection from the Bureau of Chemical Safety, Health Products & Food Branch of Health Canada attesting to the safety of the ink used must be provided for each year of production. If the ink composition used has not changed since the last contract, the letter for that contract can be submitted and considered acceptable at the discretion of the PMO NCRP.

4.8 Post Retort Burst Test Criteria – Retort Pouch

Every retort batch must be identified as a lot. Samples must be selected from each lot in accordance with reference 2.2 to perform internal burst strength tests. The inspection level must be S-3 and the AQL must not exceed 1.5. If the lot size is less than 16, 20% of the lot must be sampled for each test.

4.8.1 Internal Burst Strength Test

When tested by applying pressure at an approximate rate of 10kPa per second to a total of 105 kPa, each pouch must be capable of holding an internal minimum pressure of 105 kPa for 30 seconds. Any failure may result in rejection of the lot.

The sampling and testing requirements outlined above are minimum only. At the discretion of the Contractor, additional quality control procedures may be conducted to ensure the integrity of the pouches and contents for a period of not less than 3 years, under a variety of extreme climatic conditions.

5. Production Runs

The Contractor must make every effort to have continuous production runs. When there are split runs, first production samples may be requested and must be shipped to the NCRP for each additional start up. The NCRP must be notified of all split runs if they are not indicated on the production schedule.

6. Delivery

When product is being packed for delivery, the finished product must be packed flat, not on edge in the shipping container.

The product must be delivered on time in accordance with the delivery schedule specified in this contract. The product must be in good condition and show no signs of deterioration. The product must be delivered to the Assembler in a temperature controlled truck (4°C - 25°C) and must arrive at the Assembler's plant in a security sealed truck. The following documentation must accompany every delivery to the assembler:

- 6.1 A certificate of conformity stating that the product is of the same quality and is fully comparable to the approved tender samples.
- 6.2 The Batch Number Listing Form (Annex A, Part 5). At time of contract award, NCRP will provided an excel format of this form.
- 6.3 The CF 1280 (Annex A, Part 8)

The documentation must be sent by email to the Assembler.

7. Meat, Fruit and Dessert Specifications

7.1 General Requirements for Main Meals

-
- 7.1.1 All weights and sizes indicated in the items' description are post-retort.
- 7.1.2 The meat drained weights indicated in the items' descriptions exclude the visible fat.
- 7.1.3 For tomatoes and tomato paste used in the preparation of the meals, mould filaments must not appear in more than 25% of the microscopic field when examined by the Howard Method (AOAC Method 44.209). When requested, the certificates of analysis performed on the raw ingredients of tomatoes and tomato paste must be provided.
- 7.1.4 Only food components retained on a size-20 sieve must be weighed.
- 7.1.5 Pasta must be manufactured from Durum wheat.
- 7.1.6 All meat used in the preparation of retort meals must comply with CFIA's Wholesale Meat Specification Document.
- 7.1.7 Chicken breast used in the preparation of meals must comply with CFIA's Chicken Wholesale Nomenclature, Chicken – Boneless split breast without rib meat (70704-21). Boiling fowl is not acceptable.
- 7.1.8 Ground beef must comply with CFIA's Beef Wholesale Nomenclature, Item No. 136. The ground beef used in the preparation of retort meals must not contain more than 17% fat.
- 7.1.9 The meat must come from boneless muscle tissue (not cut-up, chopped, ground, massaged or pressed), free from bone, gristle and visible fat. Only lean meat must be used.
- 7.1.10 Nutritional requirements for each retort meal must be as follows:
- 7.1.10.1 Minimum protein content of 20 g.
 - 7.1.10.2 Maximum sodium content must not exceed 750 mg unless otherwise specified in para 7.2

7.2 Main Meal Descriptions

7.2.1 Pizza Pasta

The Pizza Pasta shall consist of rotini pasta manufactured from Durum wheat in a tomato and cheese sauce. The pasta must also contain sliced Italian sausages, sliced black olives and diced green and red peppers.

Minimum Drained Weights:

Olives and Peppers (green and red): 20g

Italian Sausage: 40g

Average net weight of finished product: 240g

Fat not to exceed 35% of total calories

Maximum Sodium Content: 1500mg

7.2.2 Smoked Meat with Demi-Glace Sauce

The Smoked Meat with Demi-glace Sauce must contain beef which is thinly sliced and smoked. The sauce must be a characteristic rich brown sauce seasoned with appropriate spices.

Minimum Drained Weights

Beef: 100g

Solicitation No. - N° de l'invitation
W8486-19SP0A/A
Client Ref. No. - N° de réf. du client
W8486-19SP0A

Amd. No. - N° de la modif.
File No. - N° du dossier
pd150.W8486-19SP0A

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

Average net weight of the finished product: 200g
Maximum Sodium Content: 1750 mg

7.2.3 Southwestern Chipotle Chicken

Southwestern Chipotle Chicken consists of diced chicken breast in a slightly smoked sauce. The chicken pieces must not be smaller than 12-20 mm. The dish must contain vegetables composed of tomato chunks, red and green bell peppers, onions and green chilies in an approximate ratio of 3:1:1:1 by weight. The sauce must have a slightly smoked flavour containing red chili and chipotle pepper puree seasoned with traditional southwest spices including cumin and coriander.

Minimum drained weight:

Chicken: 60g

Vegetables: 50g

Average net weight of finished product: 240g

Maximum Sodium Content: 1500 mg

Retort Pouch Layout and Heating Instructions

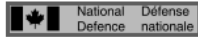


Figure 1 – Retort Pouch – Not to Scale

Table 1 – Verification Samples – Sampling Plan

Number of Lots	Number of Lots Sampled
1	1
2	2
3 – 15	3
16 – 25	4
26 – 40	5
41 – 65	7
66 – 110	10
111 – 180	15
181 – 300	25
301 – 500	30
501 – 800	35
801 – 1 300	50
1 301 – 3 000	75
3 001 – 8 000	110

ANNEX A PART 8- CF1280- CERTIFICATE OF RELEASE, INSPECTION AND ACCEPTANCE



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

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

CF 1280 (11-2011)
Design: Forms Management 613-957-6899
Conception: Gestion des formulaires 613-957-6906

Page 1/2

Canada

CF1280- Certificate of Release, Inspection and Acceptance (p. 2/2)

Certificate of Release, Inspection and Acceptance CF 1280

USE

The Certificate of Release, Inspection and Acceptance CF 1280 constitutes:

- Certification by the supplier that all items listed therein have been inspected and tested and conform to the specifications and requirements detailed in the contract or purchase order.
- Certification by the Quality Assurance Representative when applicable; that Government Quality Assurance has been performed during the contract or purchase order.
- Receipt for goods at destination and once signed by the receiving authority; the payment process can be initiated.

PREPARATION AND DISTRIBUTION

It is the supplier's responsibility to prepare and distribute the CF 1280. However, whenever STANAG 4107 applies, the QAR must forward one copy to the delegator.

Note 1: All entries other than signatures must be either typewritten or printed.

- 2: When using more than one CF 1280 per shipment per contract, complete all blocks but only sign Block 17 and have Block 18 signed (when applicable) on the last form.

Block 1: Name of the department, country or organization actually ordering the materiel. In the case of PWGSC contracts, they are the purchaser referenced in the contract.

Block 2: PWGSC file or supplier purchase order number, as appropriate. For contracts from other North Atlantic Treaty Organisation (NATO) nations, enter date of contract.

Block 3: Contract serial number or, if a purchase order, enter the prime contract number.

Block 4: Consecutively number the forms used to cover each shipment and enter the total number of pages, (e.g. page 1 of 1, 2 of 6, etc).

Block 5: Prime contractor's or sub-contractor's name and complete address.

Block 6: Consignor's name; also complete shipping address if different than Block 5.

Block 7: Consignee's name and address as contained in the shipping instructions.

Block 8: Number for each shipment made under the stated contract commencing at 001.
Note: For more than one shipment under the same contract; the first shipment would be 001 and the final shipment would have the letter F at the end (e.g. 002F).

Block 9: Line item number as shown in the contract or purchase order.

Block 10: NATO or national stock number as indicated in the contract.

Block 11: Manufacturer's part, model, type, drawing or catalogue number or short description of the item. The brief description is mandatory for clothing or footwear contracts.

Block 12: Item serial, size, lot/batch numbers as applicable.
Note: Size numbers must be included to identify clothing or footwear. If not applicable enter [N/A].

Block 13: Quantity being shipped using the unit of measure as indicated in the contract.

Block 14: Identify package number in which the line item can be located.

Block 15: Balance of items, if any, to be shipped at a later date as per address in Block 7. If not applicable enter [N/A].

Block 16: Leave blank; for use by the receiving authority.

Block 17: Authorized supplier quality assurance representative. See Note 2 under "preparation and distribution".

Block 18: Representative responsible for performing Government Quality Assurance (when applicable). See Note 2 under "preparation and distribution".

Block 19: Leave blank; for use by the receiving authority.

Certificat de libération, d'inspection et de réception CF 1280

OBJET

Le Certificat de libération, d'inspection et de réception CF 1280 constitue:

- Certificat de libération du fournisseur pour attester que les articles énumérés ont tous été soumis à une inspection et à des essais et sont jugés conformes aux spécifications et aux exigences du contrat ou de la commande.
- Certification par le Représentant de l'Assurance de la Qualité lorsque prescrit; que l'assurance officielle de la qualité a été effectuée pour le contrat ou pour la commande.
- Certificat de réception à la destination par l'autorité de réception; et une fois signé, le processus de paiement peut être lancé.

PRÉPARATION ET DISTRIBUTION

Il revient au fournisseur de remplir et de distribuer le formulaire CF 1280.

Toutefois, si les dispositions du STANAG 4107 s'appliquent, le RAQ doit envoyer un exemplaire au délégant.

Nota 1 : Toutes les inscriptions autres que les signatures doivent être dactylographiées ou écrites en lettres moulées.

- 2: Si plusieurs formulaires CF 1280 sont utilisés pour le même envoi par contrat, remplir tout les cases mais seulement signé case 17 et faire signé (au besoin) case 18 sur le dernier formulaire.

Case 1 : Nom du ministère, du pays ou de l'organisme qui a commandé le matériel. S'il s'agit d'un contrat de TPSCG, indiquer le nom du client qui apparaît sur le contrat.

Case 2 : Numéro de dossier de TPSCG ou de la commande du fournisseur, selon le cas. Pour contrats envoyés à un autre pays membre de l'OTAN, indiquer la date du contrat.

Case 3 : Numéro de série du contrat ou, s'il s'agit d'une commande, écrire le numéro du contrat principal.

Case 4 : Numéroté dans l'ordre de formulaires utilisés et indiquer le nombre total de pages pour chaque envoi (1 de 1 ou 2 de 6, par exemple).

Case 5 : Nom et adresse de l'entrepreneur principal ou du sous-traitant.

Case 6 : Nom de l'expéditeur; indiquer également l'adresse d'expédition si elle diffère de l'adresse donnée à la case 5.

Case 7 : Nom et adresse du destinataire qui figure dans les instructions d'expédition.

Case 8 : Numéroté l'ordre d'envoi effectué en vertu du contrat, à partir de 001.
Note : Si un contrat prévoit plusieurs envois, les numérotés de la façon suivante : premier envoi 001 et le dernier envoi doit contenir la lettre <F> à la fin numéro (e.g. 002F).

Case 9 : Numéro de l'article qui figure dans le contrat ou dans la commande.

Case 10 : Numéro de nomenclature OTAN ou numéro de nomenclature du pays qui figure dans le contrat.

Case 11 : Numéro de pièce, de modèle, de type, de dessin ou de catalogue du fabricant ou brève description de l'article. Cette brève description est obligatoire dans le cas des vêtements et des chaussures.

Case 12 : Numéro de série, de taille ou de lot de l'article.
Note : Les numéros de taille doivent être inscrits si le contrat est pour des vêtements ou des chaussures. Si cette mention ne s'applique, inscrire [néant].

Case 13 : Quantité expédiée avec l'unité de mesure qui s'applique dans le contrat.

Case 14 : Numéro de l'emballage où se trouve l'article.

Case 15 : Articles à livrer à une date ultérieure, à la destination prévue à la case 7. Si tous les articles ont été livrés à cette destination, inscrire (aucun).

Case 16 : Laisser en blanc; cette case est réservée pour l'autorité de réception.

Case 17 : Signature d'un représentant autorisé du service de la qualité du fournisseur. Si plusieurs pages sont utilisées, voir Nota 2 dans les « préparation et distribution ».

Case 18 : Signature du RAQ responsable de l'assurance officielle de la qualité, s'il y a lieu. Si plusieurs pages sont utilisées, voir Nota 2 dans les « préparation et distribution ».

Case 19 : Laisser en blanc; cette case est réservée à l'autorité de réception.

ANNEX A PART 9- SHIPPING AND DELIVERY INSTRUCTIONS

1. Shipping Instructions

1.1 Packing and Markings

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

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

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

1.2 Preparation for Delivery

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

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

1.3 Method of Delivery

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

1.4 Sealed Deliveries

- a) Goods will be shipped from the production site to the destination point in a vehicle, bulk container or transport container secured with a tamper evident serialized security seal.
- b) The seal will, at a minimum, be compliant with the technical requirements of the ISO 17712-2013 Freight containers — Mechanical seals Standard

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

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

1.5 Release Documents – Distribution (CF1280)

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

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

ANNEX A PART 10- HEDONIC SCALE FOR SENSORY EVALUATION

RFP (TENDER) SAMPLE PRODUCT TASTING QUESTIONNAIRE

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.

Product/Produit: _____

Name/Nom: _____

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

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

Predisposition / Prédiposition:

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

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

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

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

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

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

Appearance: / Apparence:

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

Comments:

Commentaires:

Texture: / Texture:

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

Comments:

Commentaires:

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

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

Comments:

Commentaires:

Overall/Globale:

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

Comments:

Commentaires:

Solicitation No. - N° de l'invitation
W8486-19SP0A/A
Client Ref. No. - N° de réf. du client
W8486-19SP0A

Amd. No. - N° de la modif.
pd150
File No. - N° du dossier
pd150.W8486-19SP0A

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

ANNEX B- BASIS OF PAYMENT

INITIAL CONTRACT PERIOD				
Item No.	Description	*Estimated QTY	Firm Unit Price	Extended Price
1	Pizza Pasta	53,184	\$	\$
2	Smoked Meat with Demi-glaze Sauce	53,184	\$	\$
3	Southwestern Chipotle Chicken	106,368	\$	\$
* The initial requirement will be confirmed at Contract award.				

OPTION YEAR 1				
Item No.	Description	QTY	Firm Unit Price	Extended Price
1	Pizza Pasta		\$	\$
2	Smoked Meat with Demi-glaze Sauce		\$	\$
3	Southwestern Chipotle Chicken		\$	\$
*For option year 1 and 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. https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413				

OPTION YEAR 2				
Item No.	Description	QTY	Firm Unit Price	Extended Price
1	Pizza Pasta		\$	\$
2	Smoked Meat with Demi-glaze Sauce		\$	\$
3	Southwestern Chipotle Chicken		\$	\$
*For option year 1 and 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. https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413				

Firm Unit Pricing

IMP19

Item No. 1 – Pizza Pasta (pouch of 240g)	
Scale	Firm Unit Price
0 to 20,000 Units	\$
20,001 to 40,000 Units	\$
40,001 to 60,000 Units	\$
60,001 to 80,000 Units	\$
80,001 to 100,000 Units	\$
100,001 Units and up	\$
Number of Units per Contractor's shipping box	

Item No. 2 – Smoked Meat with Demi-Glace Sauce (pouch of 200g)	
Scale	Firm Unit Price
0 to 20,000 Units	\$
20,001 to 40,000 Units	\$
40,001 to 60,000 Units	\$
60,001 to 80,000 Units	\$
80,001 to 100,000 Units	\$
100,001 Units and up	\$
Number of Units per Contractor's shipping box	

Item No. 3 – Southwestern Chipotle Chicken (pouch of 240 g)	
Scale	Firm Unit Price
0 to 20,000 Units	\$
20,001 to 40,000 Units	\$
40,001 to 60,000 Units	\$
60,001 to 80,000 Units	\$
80,001 to 100,000 Units	\$
100,001 Units and up	\$
Number of Units per Contractor's shipping box	

ANNEX C 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);

ANNEX D 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)