



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Paige.Morris@forces.gc.ca

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Title/Titre Overwrap Bags & Beverage Bags	Solicitation No – N° de l’invitation W8486-23SP0D
Date of Solicitation – Date de l’invitation 2023-03-13	
Address Enquiries to – Adresser toutes questions Paige.Morris@forces.gc.ca	
Telephone No. – N° de téléphone See herin	FAX No – N° de fax N/A
Destination See herin	

Solicitation Closes – L’invitation prend fin

At – à : 14:00 Eastern Daylight
Time/Heure avancée de l’Est

On - le : 2023-04-07

Delivery required - Livraison exigée See herin	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Requirement, the Basis of Payment, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification, and any other annexes.

1.2 Summary

Each year, the National Combat Ration Program (NCRP) produces Individual Meal Pouches (IMP) 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. 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.

The intent of this solicitation is to award one (1) contract for the requirements listed in Annex A, Statement of Requirement.

1.3 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)

1.3.1 Canadian Content

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

1.3.2 Federal Contractors Program

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification.](#)"

1.4 Extension of Statement of Requirement

Canada, at its discretion, may expand, change, add or modify the items in the Statement of Requirement with the agreement of the Contractor.

1.5 Debriefings

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

1.6 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 (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Section 05, Submission of Bids – Subsection 3 is deleted.
- d) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.
- e) Section 06, Late Bids, Is deleted in its entirety;
- f) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- g) Subsection 1 of Section 08, Transmission by Facsimile, is deleted in its entirety.

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

Equivalent Products:

Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

designates the brand name, model and/or part number of the substitute product;

Products offered as equivalent in form, fit, function and quality will not be considered if:

the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or

the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specification, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within Three (3) calendar days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

Equivalent Products and Replacement Part Number from OEM – Samples

If the Bidder offers an equivalent product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within Seven (7) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirement of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

2.2 Submission of Bids

2.2.1 Delivery of Bid Samples

Bidders should send the samples by courier. The date and time which the samples were received at the DND facility will be verified using the tracking number indicated on the packing slip. All samples should be submitted only to DND at the following address by the date and time indicated below:

SJS J4 Foods
60 Moodie Drive
Ottawa, ON
K1A 0K2
Building 5, 3rd floor

Attn: Julie Brooks (343-540-6318) and Ann Delaney (343-549-7032)

Bidders wishing to hand-deliver the samples, must contact the Contracting Authority (three working days in advance) in order to get delivery information (Address, name and phone number) of the DND contact person. No samples will be accepted at the address mentioned above if they are hand-delivered. DND will acknowledge receipt of samples by providing a written confirmation to the person who delivered the samples.

2.2.2 Improvement of Requirement During Solicitation Period

Should Bidders consider that the specifications or Statement of Requirement 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.

2.2.3 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

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

2.2.4 Availability of Drawings

Drawings are available upon request. Offerors are to email their request for drawings to: DND - Attention: Contracting Authority, Email: paige.morris@forces.gc.ca specifying the Solicitation File No.

Offerors are responsible to request drawings early enough to ensure that the drawings are received (through regular mail) before offer closing. Drawings for all items referred to in this Request for Proposal will be forwarded to interested Offerors as a Technical Data Package (TDP) under a separate cover.

In order to receive a TDP, the proposed Offeror must return a signed copy of Annex "E" to the Contracting Authority on page 1 of this Request for Standing Offer. It is to be duly signed by a Senior Representative of the company. The TDP will not be released to any Offeror without receipt of the Non-Disclosure Agreement. Offerors are advised that the Contractor who developed the drawings will be provided with a copy of each signed Non-Disclosure Agreement. He will also be advised when each copy of the TDP has been returned to the Crown.

2.3 Enquiries - Bid Solicitation

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

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

- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- c. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process

2.6 Standards and Methods Publications

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

CGSB Standards	ASTM Methods and US Military 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	IHS Canada Ottawa Office 1 Antares Drive, Suite 200 Ottawa, ON K2E 8C4 Canada Tel: (613) 237-4250 or 1-800-267-8220 Fax: (613) 237-4251 E-mail: gic@ihscanada.ca Website: http://canada.ihs.com/products/products.htm

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid via Email

Section II: Financial Bid via Email

Section III: Certifications via Email

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

Bidders must use Attachment 1 to Part 3 to indicate their prices. Bidders must include Attachment 1 to Part 3 in their financial bid.

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid as follows:

Bidders must use Attachment 1 to part 3 to submit their financial bid.

Bidders must submit firm prices Delivered Duty Paid (DDP) 10801 Mirabeau Rd, Anjou, QC, H1J 1T7, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

The quantities provided in Attachment 1 to Part 3 – Pricing Schedule, 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.

Pricing - Multi-Item Bid Solicitation

Bidders must quote a price for all items identified in the offer solicitation to be considered.

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

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

Attachment 1 to Part 3 - Pricing Schedule

Note to Offeror: please complete table below

Item No.	Description	Estimated Quantities	Firm Year	OPTIONS			
			Firm Year 1 Unit Price (Applicable taxes extra)	Option Year 1 Unit Price (Applicable taxes extra)	Option Year 2 Unit Price (Applicable taxes extra)	Option Year 3 Unit Price (Applicable taxes extra)	Option Year 4 Unit Price (Applicable taxes extra)
			The firm unit prices (increases or decreases) will be adjusted in accordance with Statistics Canada's average Consumer Price Index (CPI) for Packaging materials and containers				
1.	Overwrap Bag for the Individual Meal Pack (IMP);	430,080					
2.	Overwrap Bag for the Light Meal Combat Pack (LMC);	0					
3.	Overwrap Bag for Mountain Cold Weather Ration (MCWR);	0					
4.	Overwrap Bag for Survival Ration Food;	0					
5.	Overwrap Bag for Survival Ration Food;	0					
6.	Beverage Bag.	430,080					
PRINTING PLATES – PLEASE REFER TO NOTE IN ANNEX A, STATEMENT OF REQUIREMENT, PARAGRAPH 11, PRINTING PLATES							
7.	Printing Plates	1					

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 if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) 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 NONRESPONSIVE 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 NONRESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) 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.
- (d) 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 (2018-03-13) Phase I: Financial Bid

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- (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 J 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 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 (2018-03-13) 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 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 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 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 (2018-03-13) 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Table 1 – Mandatory Criteria for Overwrap Bags (IMPs, LMCs, MCWRs, Survival Food, Survival Beverage) and Beverage Bag

#	Criteria	Additional Instructions	Bidder's Page/Section Reference	Pass	Fail
1	OVERWRAP BAGS & BEVERAGE BAG SAMPLE REQUIREMENTS				
1a.	<p>The Bidder must provide two (2) samples for each of the item applicable to their bid. . Item list below,</p> <p>Item No. 1 – Overwrap Bag for IMPs (2 samples for each of the 21 menus);</p> <p>Item No. 2 – Overwrap Bag for LMCs (2 samples for each of the 3 menus);</p> <p>Item No. 3 – Overwrap Bag for MCWRs (2 samples of each of the 7 menus);</p> <p>Item No. 4 – Overwrap Bag for the Survival Ration Food;</p> <p>Item No. 5 – Overwrap Bag for the Survival Ration Beverage;</p> <p>Item No. 6 – Beverage Bag.</p>				
1b.	<p>Each sample provided must be in accordance with Annex A, Statement of Requirement, Part 7, Technical Specifications.</p> <p>Item No. 1 – Overwrap Bag for IMPs;</p> <p>Item No. 2 – Overwrap Bag for LMCs;</p>	<p>1. DND Drawings will be provided upon written request to the Contract Authority.</p> <p>2. If samples cannot be</p>			

	<p>Item No. 3 – Overwrap Bag for MCWRs;</p> <p>Item No. 4 – Overwrap Bag for the Survival Ration Food;</p> <p>Item No. 5 – Overwrap Bag for the Survival Ration Beverage;</p> <p>Item No. 6 – Beverage Bag.</p>	<p>printed at time of tender, only clear adhesive labels applied on the overwrap bags will be accepted.</p> <p>3. Bidders are not required to provide printing labels for back panels as nutrition Information is not available at this time.</p> <p>4. For the MCWRs, Bidders are not required to print the menu names, only the menu number. Example: MCWR Menu # 1-7).</p> <p>5. An image of the QR code printed on the front panel is accepted.</p>			
1c.	The bidder must provide a list of all items applicable to their bid.				
2.	PACKAGING REQUIREMENTS				
2a.	The Bidder must provide the packaging material specification sheet from the packaging manufacturer for each item applicable to their bid. The specification sheet must display the name of the packaging manufacturer. Packaging Requirements and Specifications are indicated in Annex A, Statement of				

	Requirement, Part 7, Technical Specifications.				
3.	REQUIRED STATEMENTS				
3a.	The Bidder must provide a statement indicating that each overwrap bags and beverage bags samples applicable to their bid is in accordance all the specifications and DND drawings indicated in the technical specification sheet found under Annex A, Statement of Requirement, Part 7, Technical Specifications. The Bidder must provide a statement for each item they are bidding for.	1. Any samples displaying the following defects will be rejected and the bidder will not qualify: tear, hole, delamination, stress cracks in aluminum foil, dirt, heat seals not formed properly, closure mechanism (zip-lock type) detaches from the bag and/or fails at staying locked.			
		2. Beverage Bag: when filled with water, zip-lock closed and shaken vigorously, the content of the beverage bag must not leak outside the bag.			
4.	BIDDER REPRESENTATIVE				
4.a	The Bidder must provide an authorized representative and alternate representative for clarification or questions regarding their bid. The information must include the name, title, phone number and e-mail address.				
5.	FSSC 22000 FOOD SAFETY SYSTEM CERTIFICATION				
5a	The manufacturing facility of the packaging material used for the overwraps bags and	The bidder must provide the			

	<p>beverage bags must be certified with the FSSC 22000 Food Safety System Certification. This certification must be delivered by a 3rd party certifying body.</p>	<p>certificate which indicates the certification, the certification number, the certifying body and the certificate expiry date.</p>			
<p>6.</p>	<p>CERTIFICATE OF ANALYSIS OF PACKAGING MATERIAL</p>				
<p>7.</p>	<p>The Bidder must provide a valid certificate of analysis from an accredited lab for the overwrap bag samples applicable to their bid. The name of the overwrap bag samples and the results of the respective analysis listed below must be indicated on the certificate of analysis.</p> <ul style="list-style-type: none"> a) Oxygen Transfer Rate (OTR) < 0.1 cc/m² b) Water-Vapor Transfer Rate (WVTR) < 0.1 g/ m² c) Puncture Resistance ≥ 10 lb d) Seal Strength ≥ 4 lb <p>The bidder is not required to provide a certificate of analysis for the beverage bag sample.</p>	<ul style="list-style-type: none"> 1. The analysis must be performed with the methods indicated on the specification sheets for each overwrap item as per Annex A, Statement of Requirement, Part 7, Technical Specifications. 2. If a bidder submits a bid for all five types of overwraps (IMPs, LMCs, MCWRs, Survival Food and Survival Beverage, and the packaging material is the same for all types of overwraps, the bidder can provide analysis results (OTR, WVTR, puncture resistance and seal strength) for only one 			

		type of overwraps. 3. The analysis must be performed in labs located in Canada and USA only.			
8.	ADDITIONAL INFORMATION				
	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.				

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at 10801 Mirabeau Rd, Anjou, QC, H1J 1T7, Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

Basis of Selection - Multiple Items

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

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 Canadian Content Certification

5.1.1.1 *SACC Manual* clause [A3050T](#) (2020-07-01) 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 *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 (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

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

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

PART 6- RESULTING CONTRACT CLAUSES

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

6.1 Statement of Requirement

The Contractor must provide the items detailed under the "Statement of Requirement" at Annex "A".

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

[2030](#) (2022-12-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

b. Section 22, Warranty, is modified as follows:

Delete: Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for **12 months** (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

Insert: Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for **3 years** (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

6.3 Security Requirements

There is no security requirement applicable to this Contract.

6.4 Term of Contract

The period of the Contract is from Date of Contract award to _____ (to be included at contract award).

6.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to Four (4) additional One (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least Ten (10) 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.

6.4.2 Delivery Date

All the deliverables must be received on or before **31 May 2023**.

6.4.3 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract:

Incoterms 2010 "DDP Delivered Duty Paid" Ropack Inc 7800 Vauban St. Anjou (Montreal), Quebec H1J 2N1

Telephone: will be provided at Contract Award

Fax: will be provided at Contract Award

6.4.4 Preparation for Delivery

The Contractor must contact the current Assembler to determine a delivery date within the consignee delivery period. The Contractor must contact the Assembler as early as they have established their delivery schedule to assist in delivery date coordination. The Contractor must also plan with the Assembler any additional deliveries outside the established delivery schedule.

a) 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 Ropack (steve.beaulieu@ropack.com) to request pallets. The following information must be provided:

1. Contract number;
2. Number of pallets required;
3. Date of pick up;
4. Name of transporter.

b) A notice of 48 hours must be provided by the Contractor. It is the Contractor's responsibility to organize 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 each pallet not returned or lost. Payment for the cost of missing pallets will be deducted for the last invoice.

d) Each shipment to the assembler must include the Lot Number Listing Form as per Annex A, Part 5, Lot Number Listing Form. An electronic version of the Lot Number Listing Form in an Excel spreadsheet format, a Certificate of release, inspection and acceptance found in Annex A – Part 8, CF1280 and a statement indicating that the production meets all requirements listed in Annex A, Statement of

Requirement, Part 7, Technical Specifications must be provided by email to the assembler: steve.beaulieu@ropack.com when the shipment leaves the plant. 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) Shipping containers must be sequentially palletized according to batch numbers.
- h) Each shipping container must contain a consistent number of products.
- i) Each shipping container and its contents must not exceed a mass of 11.3 Kg (25 lbs).
- j) Shipment of partial pallets is unacceptable.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Paige Morris
Title: Materiel Acquisition and Support Officer
Department of National Defence
Address: 101 Colonel By Drive

Telephone: 343-552-7713
E-mail address: Paige.Morris@forces.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 Technical Authority

The Technical Authority for the Contract is:
Note to Contractor: Will be filled at Contract Award.

Name: _____
Title: _____
Organization: _____
Address: _____

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

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work.

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

6.5.3 Contractor's Representative

Note to contractor: Please fill below

Name: _____

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 Annex B for a cost of \$ _____ (Amount inserted 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 Method of Payment

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

6.6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.6.3 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

Invoices must be distributed as follows:

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

6.8 Certifications

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 _____. (To be inserted at contract award)

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;
- (c) the general conditions [2030](#) (2021-12-02), General Conditions - Higher Complexity - Goods
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____, (To be inserted at Contract Award)

6.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods

SACC Manual Clause [A3060C](#) (2008-05-12), Canadian Content Certification

6.13 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

6.14 Packaging Requirement

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

SACC Manual clause [D2000C](#) (2007-11-30), Markings

SACC Manual clause [D2001C](#) (2006-06-16), Labelling

SACC Manual clause [D2025C](#) (2017-08-17), Wood Packing Materials

6.15 Quality Assurance

SACC Manual clause [D5540C](#) (2021-05-20), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code Q)

SACC Manual clause [D5515C](#) (2010-01-11), Quality Assurance Authority (Department of National Defence) Foreign Based and United States Contractors

SACC Manual clause [D5510C](#) (2017-08-17), Quality Assurance Authority (Department of National Defence) Canadian Based Contractor

SACC Manual clause [D5604C](#) (2008-12-12), Release Documents (Department of National Defence) – Foreign based Contractor

SACC Manual clause [D5605C](#) (2021-05-20), Release Documents (Department of National Defence) – United States based Contractor

SACC Manual clause [D5606C](#) (2017-11-28), Release Documents (Department of National Defence) – Canadian Based States based Contractor

6.16 Release documents

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

Copy 1: Sent by email to Ropack: steve.beaulieu@ropack.com

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

6.17 Packing and Markings

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

a) Must be new, and in accordance with CAN/CGSB 43.22-2001, Standard for Corrugated Fiberboard Products, dated Dec 2001, Class 1, Style 1, Code C6, B Flute. They must be made from double walled cardboard. The inside dimensions must not exceed 15 3/4" long x 11 1/2" wide x 7 1/8" high.

b) Must remain intact and show no sign of deterioration when products are placed inside the container and when the containers are palletized.

c) Overwraps and beverage bags must be placed in an inner polyethylene bag closed with a zip tie.

d) 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 palletized. Shipping containers must be sequentially palletized according to batch numbers.

e) The CAF code is composed in the following manner:

- i. The 1st two digits represent the year of production;
- ii. The next three digits represent the Julian date of packing;
- iii. The last digits represent the batch number. The batch number is separated from the Julian date by a space.

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

6.18 Method of Delivery

a) Each shipment delivered to Ropack must be sealed. The seal will be installed before leaving the plant and will be removed upon arrival to Ropack by the company's representative. If a shipment has no seal or if the seal is damaged, it will be refused.

b) If shipment by ocean carrier is required to deliver the goods from the manufacturing plant to the assembler, the supplier must arrange a FCL (Full Container Load) shipment. This shipment must also be secured with a security seal. DND requires a FCL to ensure that the goods from the supplier do not come into contact with other goods, which could result in cross-contamination. The DND QAR may verify that the goods were delivered using a FCL shipment. If this is the case, DND QAR will advise the contractor at the time of contract award and will set a date for the inspection.

c) Shipping containers and pallets must not have any markings or other information related to DND visible on the outside.

6.19 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. The seal change, including an explanation for the change must be documented and signed on the Bill of Lading by the carrier. The carrier must immediately report the incident to the Contractor and inform the Assembler upon arrival of the shipment at the facility.

g) Upon arrival at the destination, the Assembler, in the presence of the carrier, will inspect the seal for tampering and verify concordance of the seal's serial number indicated on the seal with the one indicated on the Bill of Ladder.

h) Upon 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.

6.20 Delivery

Deliveries must take place during the Assembler's working hours (7:00am to 3:00pm).

Shipping Address: Ropack Inc 7800 Vauban St. Anjou (Montreal), Quebec H1J 2N1

Delivery of finished product to the Assembler will be accepted unless 25% or more of the shipping cases are damaged. If a small quantity of shipping cases is damaged, the Assembler's representative will note the type of damage and the number of pallets damaged on the waybill. When a shipment shows damage to several pallets, the Assembler's representative will note the type of damage and will indicate on the waybill "damage present in several pallets and details to be provided subject to further inspection". Both the Assembler's and the carrier's representatives will sign the waybill. During the Assembler's routine inspection, should deficiencies be identified with product in damaged shipping containers, it will be the responsibility of DND and the Contractor to resolve the problem with the carrier.

a) Delivery Requisite: The Contractor is required to adhere strictly to the delivery terms. Prompt notice in writing must be given to the Contracting Authority of any occurrence causing or likely to cause delay. The notice must provide a description of the work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. The description must be in form, substance and detail satisfactory to the Contracting Authority.

b) Assembly Timeline: 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. The Assembler will begin the assembly of components as per their contract and the Contractor will be responsible for the cost of each day of assembly delay/stoppage if they fail to meet the delivery schedule specified in the Delivery Schedule, Annex A – Part 7. The cost will be established according to the Assembler's cost.

ANNEX "A" – STATEMENT OF REQUIREMENT

ANNEX A PART 1 – GENERAL

1. Objective

This document provides information on the Department of National Defence's (DND) need to purchase the following items for various types of combat rations:

Item No.1 Overwrap Bag for the Individual Meal Pack (IMP);
Item No.2 Overwrap Bag for the Light Meal Combat Pack (LMC);
Item No.3 Overwrap Bag for Mountain Cold Weather Ration (MCWR);
Item No.4 Overwrap Bag for Survival Ration Food;
Item No.5 Overwrap Bag for Survival Ration Beverage;
Item No.6 Beverage Bag.

2. Background

Every year, the National Combat Ration Program (NCRP) produces various types of combat rations including the Individual Meal Pack (IMP), the Light Meal Combat (LMC), the Mountain Cold Weather Ration (MCWR), the Survival Ration Food and the Survival Ration Beverage. These rations are used for training exercises, deployed operations and in emergency situations when the use of fresh rations is not possible.

These various types of combat rations consist of a combination of food and non-food items packaged in an overwrap bag. The overwrap bag is used to facilitate the transportation of the rations and to protect the rations themselves. The lamination process and materials used in manufacturing the packaging material allow the ration to have a three-year shelf-life and protects its contents against insects, rodents and extreme climate conditions.

Since the troops do not have access to mugs or canteen cups, each ration (with the exception of the Survival Ration Food) contains a resealable, polyethylene beverage bag. Beverage bags are used to reconstitute dry beverage mixes such as coffee, hot chocolate and sports drink mixes by pouring water into the bag, resealing and shaking.

Once produced, the overwrap bags and beverage bags are shipped to the assembly contractor responsible for assembling the various types of combat rations. The assembler's main task consists of inserting all individual food and non-food items into the overwrap bags.

The assembly contractor works with a very specific timeline to ensure timely receipt of the product which allows for proper inspection of all components before they are assembled into their various ration packs. Because of this specific timeline, each component must be shipped to the assembler by a specific date as indicated in the contract.

3. Acronyms

ANSI/ASQ - American National Standards Institute/American Society for Quality
CA - Contracting Authority
CAF - Canadian Armed Forces
CFIA - Canadian Food Inspection Agency
CoA - Certificate of Analysis
DND - Department of National Defence
IMP - Individual Meal Pack
LMC - Light Meal Combat Pack

MCWR - Mountain Cold Weather Ration
NCRP - National Combat Rations Program
PA - Procurement Authority
PSPC - Public Services and Procurement Canada
QAR - Quality Assurance Representative
RFP - Request for Proposal

4. Applicable Documents

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

- 4.1 ANSI/ASQ Z1.4-2003 (R2018) Sampling Procedures and Tables for Inspection by Attributes
- 4.2 ASTM D3985 - Standard Test Method for Oxygen Gas Transmission Rate of Flexible Barrier Materials
- 4.3 ASTM F88 - Standard Test Method for Seal Strength of Flexible Barrier Materials
- 4.4 ASTM F1249 - Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials
- 4.5 ASTM F1306 - Standard Test Method for Slow Rate Penetration Resistance of Flexible Barrier Materials
- 4.6 D-85-001-136/SF-001- Specification for Aluminum Foil Laminate
- 4.7 D-LM-008-036/SF-000 - Department of National Defence Minimum Requirements for Manufacturer's Standard Pack
- 4.8 MIL-DTL-117H - Bags, Heat-Sealable
- 4.9 MIL-PRF-131K, Class 1 - Barrier Materials, Water vapor-proof, Grease Proof, Flexible, Heat Sealable
- 4.10 Canada's Food and Drugs Act and Regulations
- 4.11 Safe Food for Canadians Act

5. Requirements

5.1 Scope of Work and Tasks

The contractor must provide overwrap and beverage bags as per Technical Specifications (Annex A Part 7 - Technical Specifications for Overwrap Bags and Beverage Bags), including shipment to the Assembler according to the Production and Delivery Schedules (Annex A Part 4 - Production and Delivery Schedules) and replacement of all defective products (Annex A Part 1 - General, para 6.5 Replacement of Defective Products).

Canada, at its discretion, might expand, change, add or modify the items for various types of combat rations with the agreement of the Contractor.

5.2 Quantities for Initial Contract Period and Estimated Quantities per Option Year (Option Period 1 to 4)

Period	IMPs	LMCs	MCWRs	Survival Ration Food	Survival Ration Beverage	Beverage Bag
2023 Initial Contract Period	430 080	-	-	-	-	430 080
2024 Option Period 1	640 000	66 816	-	-	-	706 816
2025 Option Period 2	800 000	-	33 000	-	-	866 000
2026 Option Period 3	800 000	66 816	-	20 000	10 000	876 816
2027 Option Period 4	800 000	-	35 000	-	-	870 000

5.3 Menus and Quantities for IMP23

Menu #	Name	Quantities
1	Beans and Wieners Fèves et saucisses	20672
2	Scalloped Potatoes and Ham Pommes de terre à la normande avec jambon	20672
3	Hash Browns and Bacon Pommes de terre rissolées avec bacon	10336
4	Sausage and Hash Browns Saucisses et pommes de terre rissolées	20672
5	Breakfast Patties Gallettes de saucisses	10336
6	Baked Beans Fèves au four	10336
7	Vegetarian Breakfast Casserole Casserole déjeuner végétarien	10336
8	Spaghetti and Meatballs Spaghetti et boulettes de viande	17184
9	Stuffed Pasta and Ricotta Coquilles farcies au ricotta	17184
10	Smoked Meat with Demi-Glace Sauce Viande fumée avec sauce demi-glace	17184
11	Poutine	17184
12	Pub Style Pulled Beef Boeuf effiloché style pub	34368
13	Honey Garlic Chicken Poulet miel et ail	34368
14	Pizza Pasta	34368
15	Chili	30976
16	Shepherd's Pie Pâté chinois	15488
17	Indian Chicken Poulet à l'indienne	30976
18	Chickpeas Shashuka-Style Pois chiche style shashuka	15488
19	Lasagna Lasagne	30976
20	Beef and Vegetable Stew Ragoût de bœuf et légumes	15488
21	Chicken Cannelloni Cannelloni au poulet	15488
22	Beef Jerky – Teriyaki Jerky de bœuf teriyaki	0
23	Mayonnaise and Chives Tuna Thon mayonnaise et ciboulette	0
24	Thai Chili Tuna Thon chili thai	0

5.4 Reliability of Personnel

The Contractor must at all times during the performance of the Contract ensure the reliability of the personnel, including temporary employees. This measure is necessary in order to prevent the intentional contamination of overwrap and beverage bags with the intent to cause harm to consumers.

6. Constraints

6.1 Quality

The overwrap and beverage bags are required for the production of various types of combat rations for the CAF personnel serving overseas as well as in Canada. The bags must be free from grease, dirt, stains, leakage and foreign material and must not display any defects such as tear, hole, delamination, stress cracks in aluminum foil, dirt, heat seals not formed properly, closure mechanism (zip-lock type) detaches from the bag and/or fails at staying locked. At all times, the Contractor is responsible to provide products that meet or exceed the technical specifications in Annex A Part 7 – Technical Specifications.

6.2 Communication

The Contractor is authorized to contact the Assembler only to request pallets and to establish the delivery date of goods during the contract delivery period.

6.3 Production

The Contractor must provide production samples in accordance with Annex A Part 2 - Production Samples.

6.4 Assembler's Verification Method

The Assembler must implement the verification method identified in Annex A Part 3 - Assembler's Verification Method.

6.5 Replacement of Defective Product

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

- 6.5.1 When insufficient quantities or non-conformances are identified and reported to DND, the NCRP will base the request for replacement of non-conforming goods on an estimated average of missing goods. This measure is applied in order to avoid any delay in the assembly of Combat Rations. Using this replacement approach protects the Contractor against any cost(s) incurred by Canada resulting from any delay(s) during the assembly of ration packs.
- 6.5.2 If the Assembler is required to perform additional verification at the Assembler's plant, the manpower cost for the increased workload must be at the Contractor's expense.
- 6.5.3 Should any of the shipments/deliveries identified in Annex A Part 4 - Production and Delivery Schedules be returned to the Contractor for inspection, the cost of transporting the product back and forth must be at the Contractor's expense.

- 6.5.4 Second and subsequent verification of shipments/deliveries to replace defective products must be at the Contractor's expense.
- 6.5.5 When a deficiency with a component is identified after the initial or final acceptance or after the Combat Rations are assembled, whether they are at the Assembler's plant or have been distributed to the Bases, the Contractor must be responsible to replace defective products and subject to the type of deficiency, may have to replace the entire production of defective goods. In this instance, the Contractor will be responsible for all associated costs, such as labour costs for additional verification/inspection, unpacking/repacking of meals, disposal of defective product as required, transportation cost to recall distributed defective packs as applicable, and material cost for the overwrap bags.
- 6.5.6 When the defect is identified as being throughout the delivered goods and/or cannot be attributed to a specific lot number, the entire production may be returned to the Contractor for replacement.
- 6.5.7 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 will be provided by the 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 and PA are to be advised through the CA.

8. Production Schedule

The Contractor must complete and provide the Production Schedule according to Annex A Part 4 – Production and Delivery Schedules.

9. Lot Number and Number of Shipments

The Contractor must complete and deliver a Lot Number Listing provided at Annex A Part 5 – Lot Number Listing Form, for each and every delivery that is shipped from their plant. The Contractor must make every effort to minimize the number of shipments.

10. Overrun

The Contractor is responsible for producing overrun on each order. An overrun of 5% of the total yearly quantity of each item will be accepted by Canada. The Contractor is responsible for advising to the Technical Authority, in writing, the overrun quantity prior to beginning production for each order. The Contractor will be reimbursed for costs reasonably and properly incurred in the production of overrun in accordance with the rates in Annex B, Basis of Payment.

11. Printing Plates

Printing plates are used to print information on the front and back of the IMP overwrap bag. For each option year, the contractor must replace 3 to 4 printing plates for the information printed on the front of the IMP overwrap bag and approximately 21 printing plates on the back of the IMP overwrap bag, following menu changes. For this reason, the Bidder must indicate the cost of a printing plate in Annex B, Basis of

Payment. The cost for new printing plates will be at DND's expense, according to the amount specified by the Bidder in Annex B, Basis of Payment.

Only a certain number of printing plates for the IMP overwrap bags will be replaced depending on the option year and menu changes. All other printing plates for the LMC, MCWR, Food and Beverage Survival Rations and Beverage Bags remain unchanged throughout the different option years of the contract.

ANNEX A – PART 2 PRODUCTION SAMPLES (AFTER CONTRACT AWARD)

1. Production Evaluation

- 1.1 As a minimum, at the beginning of the production, the Contractor must pull samples, compare them to the technical specifications in Annex A Part 7 – Technical Specifications to ensure consistency and keep meaningful records of the evaluation. Should the Contractor choose to disregard production sampling and/or record keeping, and continue the production, the Contractor must be responsible for any deficiencies, should any unacceptable deviations be identified by DND. During production, the Contractor is also responsible for determining the frequency of testing to ensure consistent product quality.
- 1.2 If any changes from the approved RFP (tender) sample must be made, details of such change accompanied by proper substantiation and new samples, must be submitted 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.

2. First Production Lot Sample

- 2.1 The cost of shipping first production lot samples is at the Contractor's expense. Upon receipt, samples will become DND property and must not be returned to the Contractor.
- 2.2 First production lot samples must be collected for each type of combat ration overwrap and beverage bag contracted.
- 2.3 First production lot samples are for internal use only, and must not be misinterpreted as being the process for production verification.

3. The Contractor must:

- 3.1 Notify the local National Defence Quality Assurance Representative (QAR), five (5) working days in advance of the first day of production to arrange for quality assurance and selection of the first production lot samples.
- 3.2 Submit the following quantities of first production lot samples for each item contracted for:

Item No.	Quantities of First Production Samples
Item No.1 - Overwrap Bag for the IMP	3 samples for each IMP Menu (Menu 1 to 21);
Item No.2 - Overwrap Bag for the LMC	3 samples for each LMC Menu (Menu 1 to 3);
Item No.3 - Overwrap Bag for the MCWR	3 samples for each MCWR Menu (Menu 1-7);
Item No.4 - Overwrap Bag for the Survival Ration Food	3 samples;
Item No.5 - Overwrap Bag for the Survival Ration Beverage	3 samples;
Item No.6 - Beverage Bag	3 samples.

3.3 Shipping Address

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:

SJS J4 Foods
60 Moodie Drive
Ottawa, ON
K1A 0K2
Building 5, 3rd floor

C/O: To be indicated at contract award.

- 3.4 Provide with each delivery of samples from first lot production samples, a statement indicating that the product is of the same quality (equal or better) and is fully comparable to the approved tender samples. If there are differences between the tender sample and the production, the Contractor must report them.

4. DND's Verification Sample Evaluation Method

This section describes the production sample evaluation method used by the NCRP at the Evaluation Centre during the evaluation of first production samples.

NCRP personnel will evaluate the production samples by comparing them to the approved tender samples. Results will be registered and will form the basis for product acceptance. The NCRP will inform the QAR of the results and will authorize the QAR 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.

5. Defective Product Evaluation Process

This section describes the verification method used by NCRP Evaluation Centre during the evaluation of an identified defective product. When NCRP personnel identifies a lot and/or a product as failing or being borderline, the NCRP will initiate one or several of the following measures according to the severity of the defect:

- 5.1 The defective product may be quarantined;
- 5.2 The defective lot may be rejected or investigated;
- 5.3 The Contractor could be asked to investigate adjacent lots until acceptable product is obtained. The NCRP could ask for samples of the Contractor's declared acceptable product for verification;
- 5.4 The NCRP could request samples from lots declared acceptable by the Contractor in order to conduct verification;

When NCRP's evaluation identifies an inconsistency in quality among the production, 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 Z1.4-2003 (R2018) will be used. The inspection level and sample size used will depend on the type of defect.

5.4.1 **Critical Defect:** A defect which would render the IMP uneatable in the field.

5.4.2 **Minor Defect:** A defect that will not affect the usability of the item but varies from the approved pre-production sample.

Defects will be evaluated using a single sampling plan with an S-4 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 Z1.4-2003 (R2018). A lot that fails the ANSI/ASQ Z1.4-2003 (R2018) inspection will result in either 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 annex describes the verification method used at the Assembler's plant. 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. Overwrap and Beverage Bags

For all Overwrap Bags, the Assembler must:

- 1.1 Randomly select samples from all incoming goods for inspection. Sample size must be at least 0.5% of the quantity received.
- 1.2 Open sampled cases and remove the contents. Selected samples must be inspected for the following:
 - 1.2.1 Verify that the palletized shipping cases are clean and not damaged;
 - 1.2.2 Verify that the number of items per case matches the quantity marked on the case;
 - 1.2.3 Verify that the items are conformant.

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 or greater than the quantity ordered, there will be no further verification by the Assembler.
- 2.2 If a non-conformance is detected and/or if the number of units per case is less than the quantity ordered, the sampling size for the verification will increase to 2% in order to verify the extent of the problem. Any sampling greater than 2% will require approval by the NCRP.
- 2.3 In some cases, acceptability of a lot may be determined by using the ANSI/ASQ Z1.4-2003 (R2018) sampling procedures provided at Annex A Part 2 - Production Samples, paragraph 5.4.

3. Corrective Measures

As a result of the consignee verification, the actions provided at Annex A Part 1 - General, paragraph 6.5 will apply.

measures to fulfill the contract. DND will assist Contractors in their search of resolution to any problems, as resources are available, but the resolution of problems including all costs remains the Contractor's responsibility. It is solely the Contractor's responsibility to supply product that meets or exceeds the approved pre-production samples.

- 2.5 If the number of overwrap bags and beverage bags identified for a specific delivery period is not delivered on time, Canada reserves the right, pursuant to the default provisions of the contract, to terminate the contract, or part of the contract, for default.

ANNEX A PART 6 - CONTRACT DELIVERABLES

	What	Details	When
1.	Production Schedule	1.1 Production Schedule (Annex A Part 4, Production and Delivery Schedules)	10 (ten) days after contract award
2.	Label Proofs	<p>3.1 A draft label in PDF file must be sent to NCRP for review and approval before production commences. for the following:</p> <p>2.1.2 Item No.1 Overwrap Bag for the IMP (Menu 1 – 21, front and back panel);</p> <p>2.2.2 Item No.2 Overwrap Bag for the LMC (Menu 1, 2 and 3, front panel);</p> <p>2.2.3 Item No.3 Overwrap Bag for the MCWR (Menu 1-7, front panel);</p> <p>2.2.4 Item No.4 Overwrap Bag for the Survival Ration Food (Front and back panel);</p> <p>2.2.5 Item No.5 Overwrap Bag for the Survival Ration Beverage (Front panel);</p> <p>2.2.6 Item No.6 Beverage Bag (Front Panel)</p> <p>2.2 Details in Technical Specifications (Annex A, Part 7 Technical Specifications for Overwrap Bags and Beverage Bags)</p>	One (1) month after contract award
3.	First Production Samples	<p>3.1 With certification stating the samples are the same or better than the RFP (tender) samples</p> <p>3.2 Sample quantities from the first production lot as follows:</p> <p>3.1.1 Item No.1 Overwrap Bag for the IMP - 3 samples for each IMP Menu (Menu 1 to 21);</p> <p>3.1.2 Item No.2 Overwrap Bag for the LMC - 3 samples for each LMC Menu (Menu 1 to 3);</p> <p>3.1.3 Item No.3 Overwrap Bag for the MCWR - 3 samples for each MCWR Menu (Menu 1 to 7);</p> <p>3.1.4 Item No.4 Overwrap Bag for the Survival Ration Food - 3 samples;</p> <p>3.1.5 Item No.5 Overwrap Bag for the Survival Ration Beverage - 3 samples;</p> <p>3.1.6 Item No.6 Beverage Bag – 3 samples.</p>	Within 3 (three) days of start of the production
4.	Lot Number Listing	4.1 Lot Number Listing Form (Annex A – Part 5 Lot Number Listing Form)	Shipped with each production delivery to Assembler
5.	CF1280	5.1 A certificate of Release, Inspection and Acceptance must be provided. A copy of this form is provided in Annex A - Part 8 <i>CF1280- Certificate of Release, Inspection and Acceptance.</i>	

6.	Conformance Statement	6.1 A Conformance Statement stating that the production samples are the same or better quality and comparable to the tender samples, as indicated in Annex A - Part 2 Production Samples and Part 4 Production and Delivery Schedules.	
7.	Overwraps and Beverage Bags	7.1 Must be delivered as per contractual standards quality, quantities and Production and Delivery Schedule (Annex A – Part 1 General Information, Part 2 Production Samples and Part 7 Technical Specifications). 7.2 Bags must be delivered to the assembler with the following documentation: 7.2.1 Lot Number Listing 7.2.2 CF1280 7.2.3 Conformance Statement	As per approved schedule
8.	Invoicing	8.1 Invoices must be sent following deliveries to Assembler and must be accompanied by DND Quality Assurance Form (CF1280) (Contract Clause D5540C)	After delivery

ANNEX A PART 7 – TECHNICAL SPECIFICATIONS FOR OVERWRAP BAGS AND BEVERAGE BAGS

Table 1 for Item No. 1 – Technical Specifications for the Overwrap Bag for the Individual Meal Pack (IMP)

SPECIFICATIONS		
ITEM	Overwrap Bag for the Individual Meal Pack (IMP)	
DRAWING NO.	1890103-1 and 1890103-2	
APPLICABLE GOVERNMENT DOCUMENTATION	D-LM-008-036/SF-000	Specification for Aluminum Foil Laminate
	MIL-DTL-117H	Bags, Heat-Sealable
	MIL-PRF-131K, Class 1	Barrier Materials, Water vapor-proof, Grease Proof, Flexible, Heat Sealable
	ASTM D3985	Standard Test Method for Oxygen Gas Transmission Rate of Flexible Barrier Materials
	ASTM F1249	Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials
	ASTM F1306	Standard Test Method for Slow Rate Penetration Resistance of Flexible Barrier Materials
	ASTM F88	Standard Test Method for Seal Strength of Flexible Barrier Materials
REQUIREMENTS		
CONSTRUCTION	The Overwrap Bag must be made from food-grade, polyethylene terephthalate (PET), aluminum foil and linear low density polyethylene (LLDPE) Additives used to improve sealability, tear resistance and other characteristics must be food-grade and certified by Health Canada as approve for food contact	
DESIGN	As per Drawing no. 1890103-1 and 1890103-2	
COLOUR	Tan Panetone PQ-466C	
DIMENSIONS	Dimensions include side seals' width	
STYLE	Flat Bottom Style Pouch	
SEAL	As per Drawing No. 1890103-1 and 1890103-2	
TEAR NOTCHES	As per Drawing No. 1890103-1 and 1890103-2	
HERMETIC CLOSURE	The closure must be user-friendly with easy opening and secure resealability	
HIGH BARRIER MATERIAL	OTR (24hrs at 23°C/Dry	< 0.1 cc/m ² as per method ASTM D3985
	WVTR (24hrs at 100% RH	< 0.1 g/ m ² as per method ASTM F1249
PUNCTURE RESISTANCE	≥ 10 lb	
SEAL STRENGTH	≥ 4 lb	
LAYOUT	Layout of printed information must be according to drawing No. 1890103-1 and 1890103-2	
PRINTING	According to drawing No. 1890103-1 and 1890103-2 Text must be black Ink must be non-toxic in accordance with Health Canada Standards Upon contract award, the NCRP will provide the Contractor with the Facebook link used to create the QR code and the information to be printed on the front panel of the overwrap bag	
VERSION NO.	1	
LAST UPDATED	November 12, 2021	

Table 2 for Item No. 2 – Technical Specifications for the Overwrap Bag for the Light Meal Combat Pack (LMC)

SPECIFICATIONS		
ITEM	Overwrap Bag for the Light Meal Combat Pack (LMC)	
DRAWING NO.	2190089-1 and 2190089-2	
	D-LM-008-036/SF-000	Specification for Aluminum Foil Laminate
APPLICABLE GOVERNMENT DOCUMENTATION	MIL-DTL-117H	Bags, Heat-Sealable
	MIL-PRF-131K, Class 1	Barrier Materials, Water vapor-proof, Grease Proof, Flexible, Heat Sealable
	ASTM D3985	Standard Test Method for Oxygen Gas Transmission Rate of Flexible Barrier Materials
	ASTM F1249	Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials
	ASTM F1306	Standard Test Method for Slow Rate Penetration Resistance of Flexible Barrier Materials
	ASTM F88	Standard Test Method for Seal Strength of Flexible Barrier Materials
REQUIREMENTS		
CONSTRUCTION	The Overwrap Bag must be made from food-grade, polyethylene terephthalate (PET), aluminum foil and linear low density polyethylene (LLDPE)	
	Additives used to improve sealability, tear resistance and other characteristics must be food-grade and certified by Health Canada as approve for food contact	
DESIGN	As per Drawing No. 2190089-1 and 2190089-2	
COLOUR	Tan Panetone PQ-466C	
DIMENSIONS	Dimensions include side seals' width 240mm ± 2mm high x 220mm ± 2mm wide x 100mm ± 2mm deep	
STYLE	Flat Bottom Style Pouch	
SEAL	As per Drawing No. 2190089-1 and 2190089-2	
TEAR NOTCHES	As per Drawing No. 2190089-1 and 2190089-2	
HERMETIC CLOSURE	The closure must be user-friendly with easy opening and secure resealability	
HIGH BARRIER MATERIAL	OTR (24hrs at 23°C/Dry	< 0.1 cc/m ² as per method ASTM D3985
	WVTR (24hrs at 100% RH	< 0.1 g/ m ² as per method ASTM F1249
PUNCTURE RESISTANCE	≥ 10 lb	
SEAL STRENGTH	≥ 4 lb	
LAYOUT	Layout of printed information must be according to drawing No. 2190089-1 and 2190089-2	
PRINTING	According to drawing No. 2190089-1 and 2190089-2 Text must be black Ink must be non-toxic in accordance with Health Canada Standards Upon contract award, the NCRP will provide the Contractor with the Facebook link used to create the QR code and the information to be printed on the front panel of the overwrap bag	
VERSION NO.	1	
LAST UPDATED	November 19, 2021	

Table 3 for Item No. 3 – Technical Specifications for the Overwrap Bag for the Mountain Cold Weather Ration (MCWR)

SPECIFICATIONS		
ITEM	Overwrap Bag for the Mountain Cold Weather Ration (MCWR)	
DRAWING NO.	2190106-1 and 2190106-2	
	D-LM-008-036/SF-000	Specification for Aluminum Foil Laminate
APPLICABLE GOVERNMENT DOCUMENTATION	MIL-DTL-117H	Bags, Heat-Sealable
	MIL-PRF-131K, Class 1	Barrier Materials, Water vapor-proof, Grease Proof, Flexible, Heat Sealable
	ASTM D3985	Standard Test Method for Oxygen Gas Transmission Rate of Flexible Barrier Materials
	ASTM F1249	Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials
	ASTM F1306	Standard Test Method for Slow Rate Penetration Resistance of Flexible Barrier Materials
	ASTM F88	Standard Test Method for Seal Strength of Flexible Barrier Materials
REQUIREMENTS		
CONSTRUCTION	The Overwrap Bag must be made from food-grade, polyethylene terephthalate (PET), aluminum foil and linear low density polyethylene (LLDPE)	
	Additives used to improve sealability, tear resistance and other characteristics must be food-grade and certified by Health Canada as approve for food contact	
DESIGN	As per Drawing No. 2190106-1 and 2190106-2	
COLOUR	White	
DIMENSIONS	Dimensions include side seals' width	
	290mm ± 2mm high x 235mm ± 2mm wide x 133mm ± 2mm deep	
STYLE	Flat Bottom Style Pouch	
SEAL	As per Drawing No. 2190106-1 and 2190106-2	
TEAR NOTCHES	As per Drawing No. 2190106-1 and 2190106-2	
HERMETIC CLOSURE	The closure must be user-friendly with easy opening and secure resealability	
HIGH BARRIER MATERIAL	OTR (24hrs at 23°C/Dry	< 0.1 cc/m ² as per method ASTM D3985
	WVTR (24hrs at 100% RH	< 0.1 g/ m ² as per method ASTM F1249
PUNCTURE RESISTANCE	≥ 10 lb	
SEAL STRENGTH	≥ 4 lb	
LAYOUT	Layout of printed information must be according to drawing No. 2190106-1 and 2190106-2	
PRINTING	According to drawing No. 2190106-1 and 2190106-2 Text must be black Ink must be non-toxic in accordance with Health Canada Standards Upon contract award, the NCRP will provide the Contractor with the Facebook link used to create the QR code and the information to be printed on the front panel of the overwrap bag	
VERSION NO.	1	
LAST UPDATED	November 19, 2021	

Table 4 for Item No. 4 – Technical Specifications for the Overwrap Bag for the Survival Ration Food

SPECIFICATIONS		
ITEM	Overwrap Bag for the Survival Ration Food	
DRAWING NO.	2190102-1	
	D-LM-008-036/SF-000	Specification for Aluminum Foil Laminate
APPLICABLE GOVERNMENT DOCUMENTATION	MIL-DTL-117H	Bags, Heat-Sealable
	MIL-PRF-131K, Class 1	Barrier Materials, Water vapor-proof, Grease Proof, Flexible, Heat Sealable
	ASTM D3985	Standard Test Method for Oxygen Gas Transmission Rate of Flexible Barrier Materials
	ASTM F1249	Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials
	ASTM F1306	Standard Test Method for Slow Rate Penetration Resistance of Flexible Barrier Materials
	ASTM F88	Standard Test Method for Seal Strength of Flexible Barrier Materials
REQUIREMENTS		
CONSTRUCTION	The Overwrap Bag must be made from food-grade, polyethylene terephthalate (PET), aluminum foil and linear low density polyethylene (LLDPE) Additives used to improve sealability, tear resistance and other characteristics must be food-grade and certified by Health Canada as approve for food contact	
DESIGN	As per Drawing No. 2190102-1	
COLOUR	Tan (Pantone PQ-466C)	
DIMENSIONS	Dimensions include side seals' width 219mm ± 2mm long x 160mm ± 2mm wide	
SEAL	As per Drawing No. 2190102-1	
TEAR NOTCHES	As per Drawing No. 2190102-1	
LOAD LIP	A load lip is an extended part of one face of a flat square film bag that goes beyond the opposite face to facilitate the insertion of food items into the bag during assembly. As per Drawing No. 2190102-1, 4mm ± 1mm	
HERMETIC CLOSURE	The closure must be user-friendly with easy opening and secure resealability	
HIGH BARRIER MATERIAL	OTR (24hrs at 23°C/Dry)	< 0.1 cc/m ² as per method ASTM D3985
	WVTR (24hrs at 100% RH)	< 0.1 g/ m ² as per method ASTM F1249
PUNCTURE RESISTANCE	≥ 10 lb	
SEAL STRENGTH	≥ 4 lb	
LAYOUT	2190102-1	
PRINTING	According to drawing No. 2190102-1 Text must be black Ink must be non-toxic in accordance with Health Canada Standards Upon contract award, the NCRP will provide the Contractor with the Facebook link used to create the QR code and the information to be printed on the front panel of the overwrap bag	
VERSION NO.	1	
LAST UPDATED	November 19, 2021	

Table 5 for Item No. 5 – Technical Specifications for the Overwrap Bag for the Survival Ration Beverage

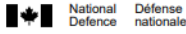
SPECIFICATIONS		
ITEM	Overwrap Bag for the Survival Ration Beverage	
DRAWING NO.	2190090-1	
APPLICABLE GOVERNMENT DOCUMENTATION	D-LM-008-036/SF-000	Specification for Aluminum Foil Laminate
	MIL-DTL-117H	Bags, Heat-Sealable
	MIL-PRF-131K, Class 1	Barrier Materials, Water vapor-proof, Grease Proof, Flexible, Heat Sealable
	ASTM D3985	Standard Test Method for Oxygen Gas Transmission Rate of Flexible Barrier Materials
	ASTM F1249	Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials
	ASTM F1306	Standard Test Method for Slow Rate Penetration Resistance of Flexible Barrier Materials
	ASTM F88	Standard Test Method for Seal Strength of Flexible Barrier Materials
REQUIREMENTS		
CONSTRUCTION	The Overwrap Bag must be made from food-grade, polyethylene terephthalate (PET), aluminum foil and linear low density polyethylene (LLDPE) Additives used to improve sealability, tear resistance and other characteristics must be food-grade and certified by Health Canada as approve for food contact	
DESIGN	As per Drawing No. 2190090-1	
COLOUR	Tan (Pantone PQ-466C)	
DIMENSIONS	Dimensions include side seals' width 219mm ± 2mm long x 160mm ± 2mm wide	
SEAL	As per Drawing No. 2190090-1	
TEAR NOTCHES	As per Drawing No. 2190090-1	
LOAD LIP	A load lip is an extended part of one face of a flat square film bag that goes beyond the opposite face to facilitate the insertion of food items into the bag during assembly. As per Drawing No. 2190090-1, 4mm ± 1mm	
HERMETIC CLOSURE	The closure must be user-friendly with easy opening and secure resealability	
HIGH BARRIER MATERIAL	OTR (24hrs at 23°C/Dry	< 0.1 cc/m ² as per method ASTM D3985
	WVTR (24hrs at 100% RH	< 0.1 g/ m ² as per method ASTM F1249
PUNCTURE RESISTANCE	≥ 10 lb	
SEAL STRENGTH	≥ 4 lb	
LAYOUT	Layout of printed information must be according to drawing No. 2190090-1	
PRINTING	According to drawing No. 2190090-1 Text must be black Ink must be non-toxic in accordance with Health Canada Standards Upon contract award, the NCRP will provide the Contractor with the Facebook link used to create the QR code and the information to be printed on the front panel of the overwrap bag	
VERSION NO.	1	
LAST UPDATED	November 19, 2021	

Table 6 for Item No. 6 – Technical Specifications for the Beverage Bag

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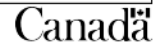
SPECIFICATIONS	
ITEM	Beverage Bag, stand-up pouch
DRAWING NO.	2190091-1
REQUIREMENTS	
CONSTRUCTION	The material must be food grade
	Additives used to improve sealability, tear resistance and other characteristics must be food-grade and certified by Health Canada as approved for food contact
	0.5 mil polyester/4 mil LLDPE/112 microns (4.5 mil) thickness
COLOUR	Clear, no colour
DIMENSIONS	Dimensions include side seals' width
	205mm ±3mm (L) x 112.5mm ±3mm (W)
GUSSET	When open, the gusset must have a round shape The opening must have a diameter of 60mm
SEALS	The edges of the pouch must be sealed on three (3) sides An open-end must be located on the width of the package, on top The seals must have a minimal width of 8mm
ZIP-LOCK CLOSURE	The beverage bag must have a zip-lock closure at the open-end to prevent any liquid spillage once the bag is filled The zip-lock closure device must be located 15mm-20mm from the open-end
FILL-LEVEL	Dash line must be printed according to drawing No. 2190091-1
INSTRUCTIONS	Instructions must be printed according to drawing No. 2190091-1
LAYOUT	Layout of printed information must be according to drawing No. 2190091-1
PRINTING	According to drawing No. 2190091-1
	Text must be black
	Text must be printed on the width of the bag Ink must be non-toxic in accordance with Health Canada Standards
VERSION NO.	1
LAST UPDATED	Oct 29, 2021

**ANNEX A – PART 8 CF1280- Certificate of Release, Inspection and Acceptance
(p. 1/2)**



**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 _____ Date (yyaa-mm-d) _____ Signature (Contractor QC) Signer (CQ de l'entrepreneur)		18. Government quality assurance Assurance officielle de la qualité I certify that the planned Government Quality Assurance has been performed. This does not constitute acceptance on behalf of the Government of Canada and does not necessarily mean that the items identified herein have been inspected, nor that certification was granted. Je certifie que l'assurance qualité gouvernementale a été effectuée tel que planifié. Ceci ne constitue pas une acceptation pour le compte du gouvernement du Canada et ne signifie pas nécessairement que les différents articles ci-haut identifiés ont été inspectés, ni que la certification a été accordée. _____ Print - Imprimer _____ Date (yyaa-mm-d) _____ Signature (GAR) Signer (RAQ)		19. Acceptance Acceptation Quantity/ies shown in block (16) was/were received in apparent good condition. La(es) quantité(s) indiquée(s) à la case (16) a/ont été reçues, et l'/les article(s) semble/ent être en bon état. _____ Print - Imprimer _____ Date (yyaa-mm-d) _____ Signature (Receiving Authority at destination) Signer (Autorité de réception à la destination)			



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

**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.

**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 TPSGC, indiquer le nom du client qui apparaît sur le contrat.
- Case 2:** Numéro de dossier de TPSGC ou de la commande du fournisseur, selon le cas. Pour contrats envoyé 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.
Nota: Si un contrat prévoit plusieurs envois, les numéroté 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.
Nota: 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 officiel 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 “B” - BASIS OF PAYMENT

Note to Bidder: Will be completed by DND at Contract award. Do not fill.

Item No.	Description	Estimated Quantities	Firm Year	OPTIONS			
			Firm Year 1 Unit Price (Applicable taxes extra)	Option Year 1 Unit Price (Applicable taxes extra)	Option Year 2 Unit Price (Applicable taxes extra)	Option Year 3 Unit Price (Applicable taxes extra)	Option Year 4 Unit Price (Applicable taxes extra)
			The firm unit prices (increases or decreases) will be adjusted in accordance with Statistics Canada's average Consumer Price Index (CPI) for Packaging materials and containers,				
1.	Overwrap Bag for the Individual Meal Pack (IMP);	430,080					
2.	Overwrap Bag for the Light Meal Combat Pack (LMC);	0					
3.	Overwrap Bag for Mountain Cold Weather Ration (MCWR);	0					
4.	Overwrap Bag for Survival Ration Food;	0					
5.	Overwrap Bag for Survival Ration Food;	0					
6.	Beverage Bag.	430,080					
PRINTING PLATES – PLEASE REFER TO NOTE IN ANNEX A, STATEMENT OF REQUIREMENT, PARAGRAPH 11, PRINTING PLATES							
7.	Printing Plates	1					

For option year 1,2,3,4 to purchase additional quantities, the Contractor agrees that the firm unit prices (increases or decreases) will be adjusted in accordance with Statistics Canada's average Consumer Price Index (CPI) for Packaging materials and containers [P91] (Example July 2021 to July 2022 « +5% ») The adjustment will be made annually, based on the average of the CPI for Packaging materials and containers of the most recently reported twelve-month period using the firm unit prices of the previous year.

The Client will confirm additional quantities required for Option Year 1, Option Year 2, Option Year 3 and Option Year 4 through a Contract amendment at the time to exercise the option year

ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX "D" to PART 5 - 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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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)

ANNEX "E" - NON-DISCLOSURE AGREEMENT

The Offeror hereby acknowledges that this technical data package contains Commercially Confidential information. Interested Offerors are to return the signed and scanned certification below by email to the individual identified on page one of this Request for Proposal.

The proposed Offeror hereby agrees:

To maintain the confidentiality of this Technical Data Package (TDP);

b. That that information contained within the TDP will not be copied, disclosed or Provided to another party without the consent of Canada;

c. To not use the Technical data except as may be necessary to carry out the work for Canada;

d. To ensure that any prospective subcontractor is subject to the same Conditions;

e. Return the TDP to the Contracting Authority prior to Offer closure for this solicitation if no Offer is made; and

f. Return the TDP to the Contracting Authority within five (5) days after being requested to do so by the Contracting Authority.

Certification of a senior official:

Name: _____

Title: _____

Company: _____

Address: _____

Telephone number: _____

Email Address: _____

Signature and Title: _____

Date: _____