

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet Protective Vests	
Solicitation No. - N° de l'invitation 47905-138446/A	Date 2012-11-05
Client Reference No. - N° de référence du client 47905-138446	GETS Ref. No. - N° de réf. de SEAG PW-\$TOR-015-6076
File No. - N° de dossier TOR-2-35130 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-17	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See herein	
Address Enquiries to: - Adresser toutes questions à: Abela, Aaron	Buyer Id - Id de l'acheteur tor015
Telephone No. - N° de téléphone (905)615-2061 ()	FAX No. - N° de FAX (905)615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA BORDER SERVICES AGENCY 5755 RIVER RD NIAGARA FALLS Ontario L2G3K9 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation

47905-138446/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor015

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

47905-138446

File No. - N° du dossier

TOR-2-35130

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment and Standing Offer Report.

2. Summary

To establish a Regional Individual Standing Offer for the supply and delivery of Protective Vests on an "as and when requested" basis to the Canada Border Services Agency (CBSA) in the Windsor, Niagara Falls/Fort Erie and Sarnia/St. Clair regions.

The protective vests must meet or exceed the specifications listed in Annex A, Requirement.

The protective vests must be provided in accordance with Annex A, Requirement. Estimated usage of the Standing Offer is approximately 100 protective vests each year.

The Standing Offer Period will be for one (1) year with an option to extend for one (1) additional one-year period.

Additional departments and delivery locations in the Ontario Region, not including the National Capital Region, may be authorized to issue call-ups against this standing offer, if requested and approved by the PWGSC Standing Offer Authority.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

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

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B" Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Item	Description
1	<p>The protective vest offered must meet the Mandatory Technical Specifications detailed at Annex A – Section 4.2 – Mandatory Technical Specifications.</p> <p>The Bidder must provide a concise and detailed response to each of the Mandatory Technical Specifications at Annex A – Section 4.2. Bidders must provide evidence (certifications, documented data or discussion points) to support the fact that their protective vest design meets a specification, simply stating that the criteria is met, is not sufficient.</p>

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

Proposals must meet the following mandatory financial criteria in order to be considered responsive:

- 1.2.1.1 The Bidder must complete and submit with its bid, Annex “B” - Basis of Payment, in Canadian Funds. Pricing must be provided for all firm and optional requirements.
- 1.2.1.2 The price used in the evaluation will be the sum of Total Evaluated Price – Standing Offer Period, and Total Evaluation Price - Extension Period 1,

The Total Evaluated Price will be the sum of Section 2.0 and 3.0 at Annex “B”, Basis of Payment.

2. Basis of Selection

2.1 Basis of Selection – Mandatory Technical Criteria

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

1.1 Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

2. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

b.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

d.() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

2.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications – Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the Date of Issue to 31 December 2013.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, from January 1, 2014 to December 31, 2014 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority anytime before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: _____

Title: _____

Public Works and Government Services Canada

Acquisitions Branch

Directorate: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

The Project Authority for the Contract is:
(TBA at time of contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ ____ ____

Facsimile: ____ ____ ____

E-mail address: _____

5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are Canada Border Services Agency locations in the areas of: Niagara Falls/Fort Erie, Windsor and Sarnia/St.Clair Ontario. Canada.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 or an electronic version.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$5,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$____TBD____ (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-07-16)
- e) Annex A, Requirement;
Appendix A – 1 Outer Carrier Front View Male and Female
Appendix A – 2 Outer Carrier Back View Male and Female
Appendix A – 3 Hermetically Sealed Ballistic Pouch – Front Pouch
Appendix A – 4 Label Placement on Pouches
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Reporting;
- h) the Offeror's offer dated _____

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

Section 16 Interest on Overdue Accounts, of 2010A will not apply to payments made by credit cards.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: January 1 to March 31;
 2nd quarter: April 1 to June 30;
 3rd quarter: July 1 to September 30;
 4th quarter: October 1 to December 31.

The data must be submitted to the Standing Offer Authority no later than 21 calendar days after the end of the reporting period.

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

4.1.1 Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$___TBD_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$___TBD_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is Completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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

6. Insurance Requirements

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

ANNEX "A"

REQUIREMENT

1.0 ITEM

Protective Vests – Male and Female

2.0 OBJECTIVE

The Canada Border Services Agency (CBSA) requires personal protective vests to be supplied on an "as and when requested" basis for offices located in the Windsor, Niagara Falls/Fort Erie and Sarnia/St. Clair areas in Ontario, Canada.

CBSA District Offices covered under this Standing Offer:

Windsor

Contact: Laura Colaluca (519) 967-4065
CBSA Windsor-St.Clair
2500 Quелlette
Windsor, Ontario. Canada
N8X1L4

Niagara Falls – Fort Erie

Contacts : Sherri Johnson (905) 354-0823
Jo-Ann Gosnell (905) 354-3326
CBSA NFFE
5755 River Rd.
Niagara Falls, Ontario. Canada
L2G3K9

Sarnia / St. Clair

Contact : Jayne Kelly (519) 336-2025
CBSA Sarnia/St. Clair____
1555 Venetian Blvd
Point Edward, Ontario. Canada
N7T 0A9

3.0 TECHNICAL SPECIFICATIONS

The Offeror must be responsible for supplying Protective Vests that meet CBSA standards and specifications.

1. All ballistic panels and carriers must be free from imperfections, wrinkles, blisters, cracks, fabric tears, blemishes such as may adversely affect its wear, appearance and/or serviceability.
2. Materials used within the ballistic protective Panels must be of new materials and be free from defects. Individual plies of materials within the Panel must be continuous and made from a single piece of material. Splicing of any ply or plies within any Ballistic protective panel is not allowed.
3. The colour of the carrier fabric must be dark Navy Blue (LAPD Blue)

4. The external carrier must be designed with two upper interior front zippered pockets for both the male and the females.
5. A strip of loop fastener (1" Wide by 3 ¼" Long) must be placed on the right side above the right pocket to accommodate the officer's cloth badge number identifier.
6. There must be an inner flap in the right pocket utilizing the same material as that of the carrier. The flap must measure 5 ¼" wide by 7 ¼" long to meet the pocket dimensions. The flap must also bear a small silver grey fluorescent strip with the CBSA-ASFC (GSM) logo sewn on the bottom of the flap. The flap must be sewn in the right hand pocket so as to allow it to tuck into the pocket.
7. There must be a hidden pull down flap placed on the centre back of the carrier. This flap must also bear a silver grey fluorescent strip with the CBSA-ASFC (GSM) logo; this strip is to be sewn in the middle of the flap. Both logo strips will be supplied by CBSA.
8. The carrier must have hook and loop closures with adjustable shoulders. The front and back panels must have hook and loop closure strips on the lower inside to allow for the insertion of ballistic panels.
9. The carrier fabric must be manufactured using 330 Denier Nylon fabric that is no less than 5 oz per square yard and no greater than 6 oz per square yard.

4.2 MANDATORY TECHNICAL SPECIFICATIONS

1. Soft Body Armour panels manufactured must be certified by the National Law Enforcement and Corrections Technology Centre (NLECTC) to Protective Level II as per the National Institute of Justice (NIJ) Standard 0101.04 and 2005 interim requirement NIJ all-lesser Ballistic threats.

To demonstrate this certification, the bidder must provide the NIJ 0101.04 (Interim 2005) National Institute of Justice Compliance Test Report issued by an NIJ Certified Laboratory.

2. The protective vest armour must be V-50 certified. The bidder must demonstrate that the armour from the lots tested meet U.S. Dept. of Defense, MIL-STD-662 - V50 Ballistic Test for Armour 2920 standard with the exception that 9.0 mm bullets are used in lieu of fragmentation simulator.

To demonstrate this certification, the bidder must provide the MIL specification sheet and/or equivalent test results from an Accredited Lab by the manufacturer.

3. The aerial density of the Ballistic Protective Panels must be:
A maximum of 0.78 Pounds per square foot for males and the females shall be a maximum of 0.88 Pounds per square foot measured using ASTM D3776-96 Standard Test Method for Mass per Unit Area.

4. The back face signature of the Ballistic protective Panel must be in accordance with the NIJ Standard 0101.04 – Ballistic Resistance of Personal Body Armour, including the NIJ 2005 Interim requirements and any applicable addenda

To demonstrate this certification, the bidder must provide the NIJ 0101.04 (Interim 2005) National Institute of Justice Compliance Test Report issued by an NIJ Certified Laboratory.

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor015

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

47905-138446

File No. - N° du dossier

TOR-2-35130

CCC No./N° CCC - FMS No/ N° VME

5.0 DELIVERY / RESPONSE TIME

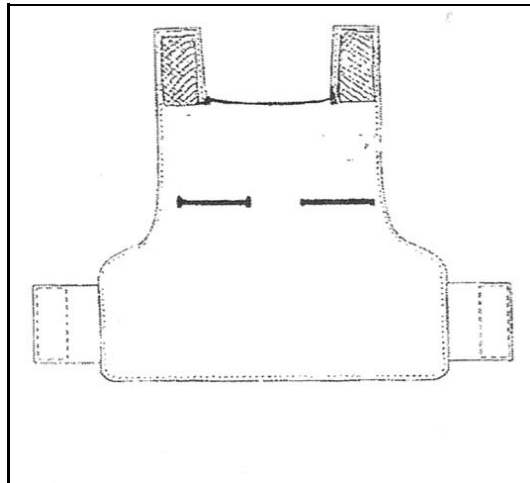
Delivery must be made within sixty (60) days from receipt of call-up.

6.0 CLIENT SUPPORT

The CBSA will provide the Offeror with access to CBSA sites if required to fulfill the obligations of the Standing Offer.

APPENDIX A-1

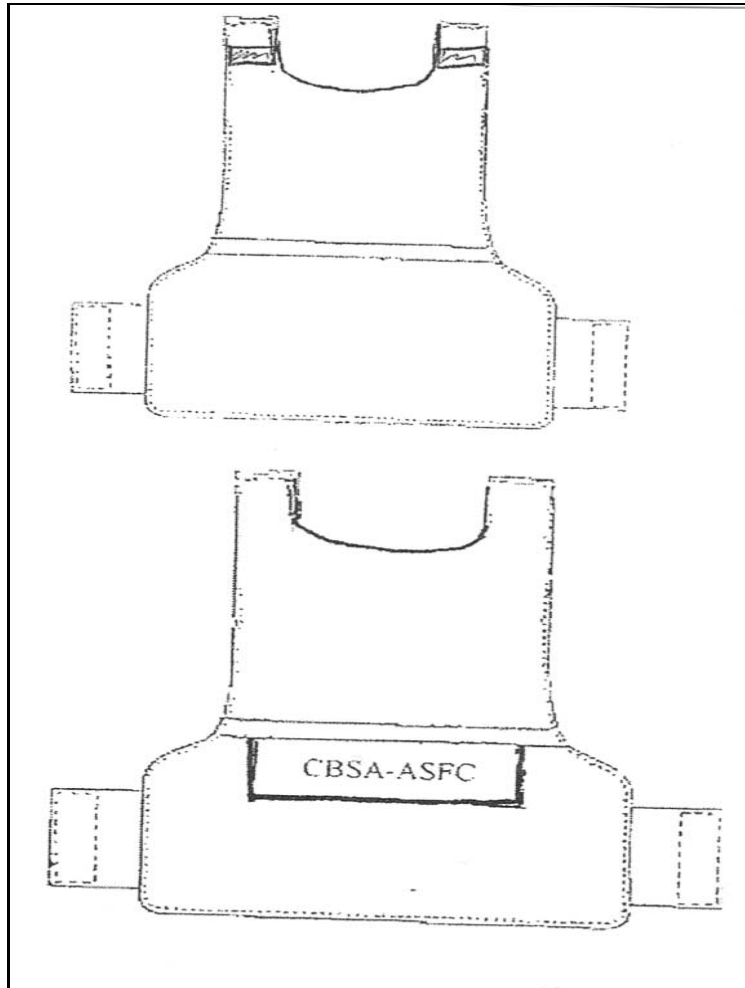
OUTER CARRIER FRONT VIEW MALE and FEMALE



Pockets – two zippered upper pockets with 5 ¼" openings

Right pocket must have hide away flap for the installation of the CBSA-ASFC identifier

Fabric: 330 Denier Nylon, Dark Navy Blue (LAPD BLUE)

APPENDIX A-2**OUTER CARRIER
BACK VIEW
MALE and FEMALE**

Hidden Fabric Flap. The centre must have a pull down flap.

A silver Grey Fluorescent Strip (GSM) with the acronym CBSA-ASFC must be sewn onto the flap. There shall be a hook and loop closure placed on the hidden flap.

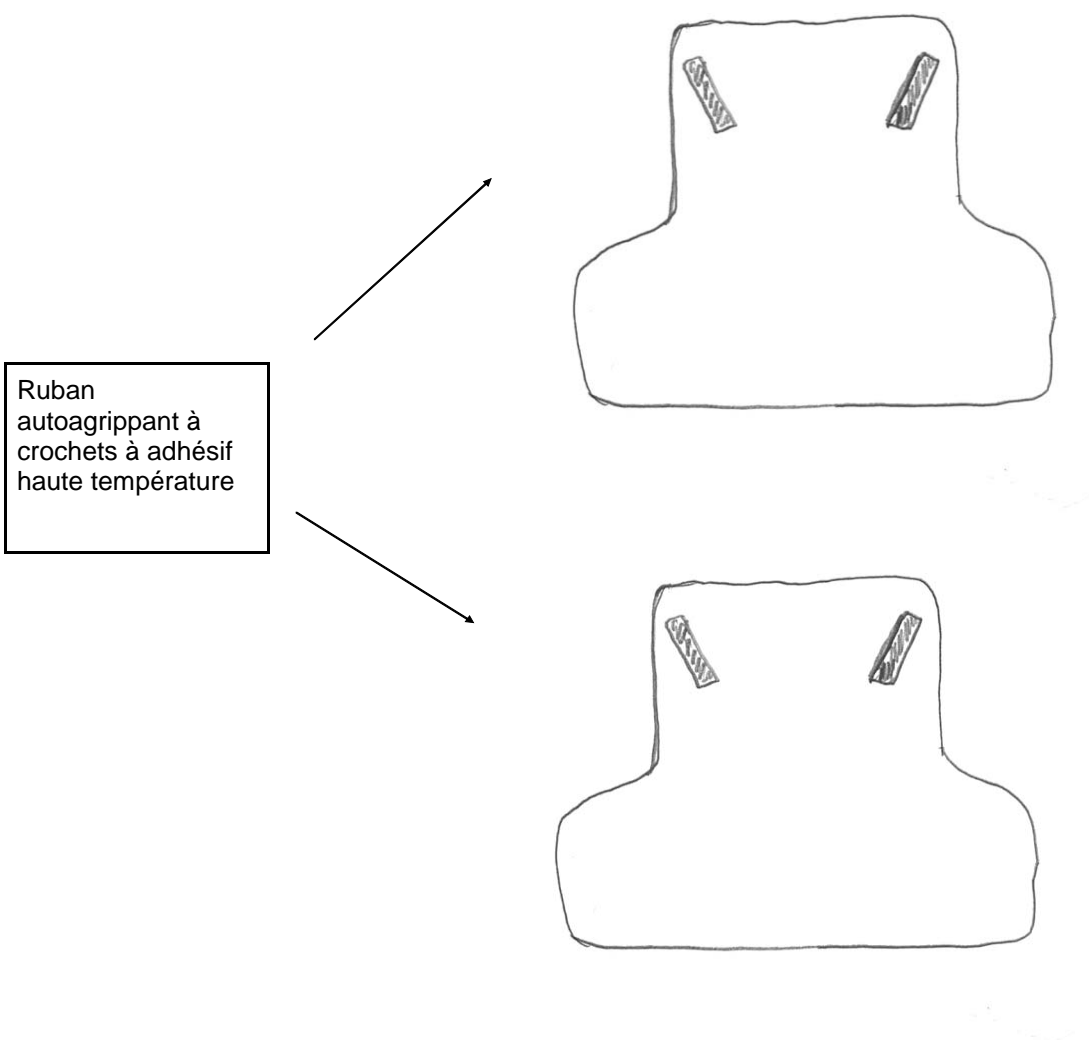
Fluorescent strip must be 2" wide and 7" long.

Shoulders must have a 1" x 3" piece of webbing for a Microphone attachment.

APPENDICE A-3

POCHETTE HERMÉTIQUE POUR LE PANNEAU PARE-BALLES (s'il y a lieu)

POCHETTE FRONTALE

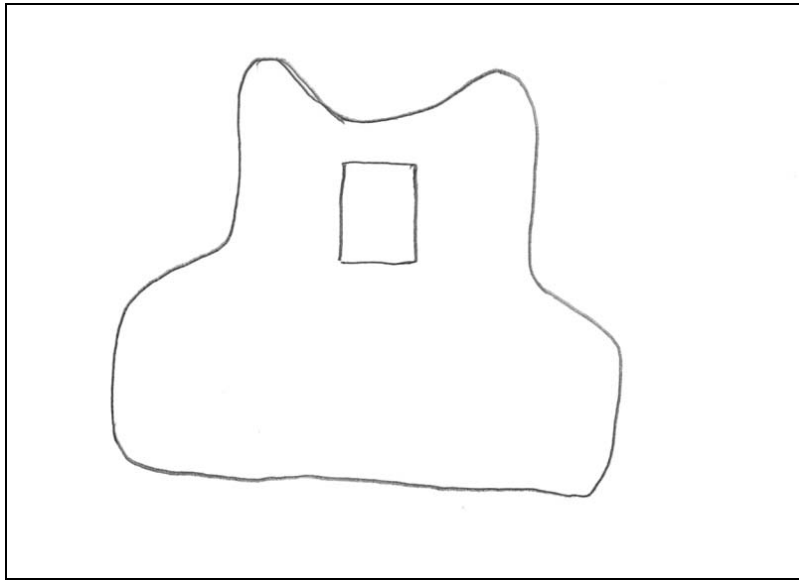


Le ruban autoagrippant à crochets à revers adhésif doit mesurer 7,5 cm de long et 5 cm de large.

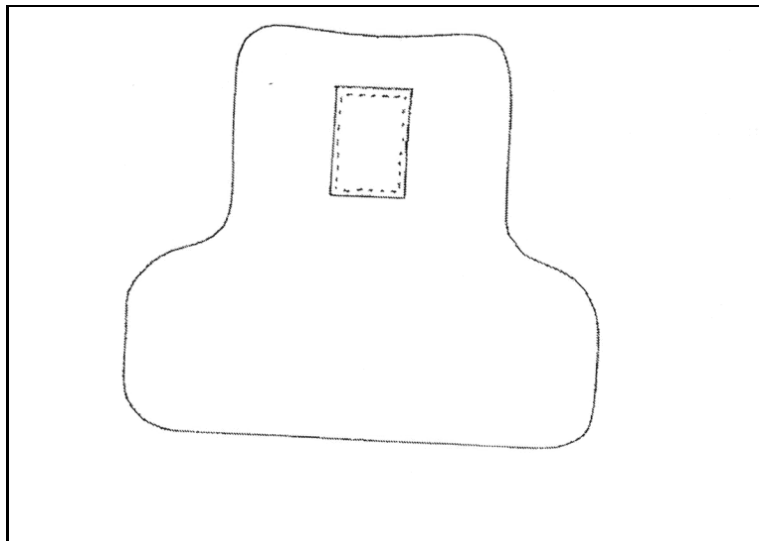
APPENDIX A-4

LABEL PLACEMENT ON POUCHES

FRONT POUCH



BACK POUCH



Labels must be heat pressed to the hermetically sealed pouches. The pouches must be manufactured without any sewing to ensure a water impervious pouch.

ANNEX "B"**BASIS OF PAYMENT****1.0 GENERAL REQUIREMENTS**

1.1 Firm unit prices in Canadian funds including Canadian customs duties, excise taxes, and F.O.B. Destination, including all delivery charges to destination(s) specified. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is not included.

1.2 Minimum order quantity is one (1) protective vest.

2.0 STANDING OFFER PERIOD - YEAR 1 - From Date of Issue to 31 December 2013

Item	Description	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
1	Protective Vests	100	Each	\$	\$
Total Evaluated Price: \$_____					

3.0 EXTENTION PERIOD 1 - From 01 January 2014 to 31 December 2014

Item	Description	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
1	Protective Vests	100	Each	\$	\$
Total Evaluated Price: \$_____					

4.0 Total Evaluated Price - Standing Offer Year 1 and Extension Year

\$_____					
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ANNEX "C"**STANDING OFFER REPORT**

Reports must be submitted to the Standing Offer Authority in accordance with Article 2.2, Standing Offers Reporting, of the Standing Offer. The report must detail the information below. Failure to comply with this request may result in the withdrawal of the Standing Offer.

The reports must include following information:

Standing Offer No.			Start Date of SO (DD/MM/YYYY)		End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$) Total Value for Reporting Period (\$)			Start Reporting Period (DD/MM/YYYY)		End Reporting Period (DD/MM/YYYY)	
Name of Identified User (Department Name)	Invoice Number	Date of Call-up/ Date of Order	Call-up Number	Total Value of Call-Up (GST/HST Extra)	Delivery Date	