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Solicitation No. - N° de l'invitation

FP859-110039/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr705

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

FP859-110039

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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 Preparations 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, if applicable, and the basis of selection;

Part 5: Certifications: includes the certifications to be provided;

Part 6: Security, Financial and Insurance Requirements; includes specific requirements that must be addressed by offerors; and

Part 7: 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses or conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Point Rated Technical Criteria the Specifications and any other annexes.

2. SUMMARY

The requirement is for soft body armour vests with a required mandatory NIJ certification for the Department of Fisheries and Oceans, more specifically, Conservation and Protection (C&P) Officers and Canadian Coast Guard personnel (CCG) across Canada.

The period of the standing offer is for 3 years with the option to extend for 2 one year periods.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT). The estimated quantity for the initial 3 year period is 750 vests and 250 for each possible extension year.

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 Offer (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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).

2006 (2012/03/02) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) calendar days

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 four (4) 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.

5. SPECIFICATIONS AND STANDARDS

Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the offer solicitation is available and may be purchased from:

Canadian General Standards Board

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. OFFER PREPARATION INSTRUCTIONS

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

Section I: Technical Offer (3 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (3 hard copies)

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

1) use 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.

3) Green Initiatives (for PWGSC information only)

Offerors are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

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 A. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

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**

The offeror must provide the documents listed in the following table:

Item	Supplied (yes/no)
Certification to NIJ Standard 0101-06, threat level II <ul style="list-style-type: none"> • Certification Letter from NIJ • Ballistic test results: accredited lab document, including the name and location of the NIJ certified independent test facility and the date(s) of the tests 	
Reference Form (completed) <ul style="list-style-type: none"> • Provided at Annex D 	
Disposal Plan <ul style="list-style-type: none"> • A detailed solution and procedure for the disposal of expired body armour (See Annex A Statement of Requirement) 	

PRE-AWARD SAMPLES AND SUPPORTING DOCUMENTATION

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, pre-award samples of the items specified below (in any colour) must be included with the offer.

MALE:

One (1) external carrier
One (1) internal carrier
One (1) trauma plate
One (1) name tag with the name "BRUINSMA"
Size 44 regular

FEMALE:

One (1) external carrier
One (1) internal carrier
One (1) trauma plate
One (1) name tag with the name "DUNN"
Size as per the specifications below,

Height	5'7"
--------	------

Weight	122 lbs
Cup Size	B
Bust	34"
Under Bust	29"
Waist Size	34"
Chest Breadth	8 ½"
Front Length (standing)	14"
Front Length (sitting)	14"
Back Length (standing)	15"
Bust Height (standing)	8 ½"
Bust Height (sitting)	7"
Bust Width	8"
Bust Coverage	5 ½"
Side Height (standing)	8"

The Offeror must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and are fully representative of the offer submitted. Rejection of the pre-award samples will result in the offer being declared non-responsive.

The Offeror must deliver the required pre-award samples, at no charge to Canada and must ensure that they are received with the offer at time and place of Request For Standing Offer closing. Failure to submit the required pre-award samples within the specified time frame will result in the offer being declared non-responsive. The samples submitted by the Offeror will remain the property of Canada.

Laboratory analysis of the product offered showing complete test results of physical properties detailed in the technical requirement must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report must not be dated before the publication date of the Request for Proposal.

In addition, Certificates of Compliance are required for the following:

1. External carrier material specification
2. Internal carrier material specification
3. Hook and Loop specification
4. Zipper specification
5. Webbing specification
6. Ballistic Panel covering material specification and waterproof testing result.
7. Elastic materials specification
8. Statement of aerial density, requirement for Ballistic Panel in pounds per square foot, maximum 0.96

The samples will be evaluated for quality of workmanship and conformance to specified materials and measurements.

The requirement for a pre-award samples, test results and/or certificates of compliance will not relieve the successful Offeror from submitting samples, test results and/or certificates of compliance as required by the contract terms or from strictly adhering to the technical requirement of this Request For Standing Offer and any resultant contract.

Minor observations (up to a maximum of 5) will not be a reason to reject the samples unless, in the opinion of the technical evaluator(s), they are considered to render the item unserviceable. However, only one deviation will result in the offer being declared non-responsive.

CERTIFICATE OF COMPLIANCE - DEFINITION

A certificate of compliance is defined for this solicitation as a signed and dated certification by an appropriate official of the component manufacturer (i.e. zipper, hook and loop, webbing etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. It must be current (must be dated within 12 months of the RFSO posting date); and must certify that the product for which the Certificate of Compliance was issued is the same product used in the offer submission, or in the pre-production samples, or in the production units as applicable.

Offeror is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

1.1.2 POINT RATED Technical Criteria

The point rated technical evaluation criteria are included at Annex "B".

1.1.3 SACC Manual Clauses

B3000T 2006/06/16 Equivalent Products

1.2 FINANCIAL EVALUATION

1.2.1 Mandatory Financial Criteria

- i. The Offeror must submit firm unit prices in Canadian dollars, GST/HST extra, DDP (call-up destination) Incoterms 2000, transportation costs extra and all applicable Customs Duties and Excise taxes included.
- ii. The Offeror must submit firm unit pricing for all items.

1.2.2 SACC MANUAL CLAUSE

C3011T 2010/01/11 Exchange Rate Fluctuation

2. BASIS OF SELECTION

1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum of 57 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 72 points.

2. Bids not meeting "(a), (b) and (c)" will be declared non-responsive.

3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 25 % for the technical merit and 75 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 25%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 75%.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 25/75 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (25%) and Price (75%)

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 25 = 21.30$	$89/135 \times 25 = 16.48$	$92/135 \times 25 = 17.04$
Pricing Score	$45/55 \times 75 = 61.36$	$45/50 \times 75 = 67.50$	$45/45 \times 75 = 75.00$
Combined Rating	82.66	83.98	92.04
Overall Rating	3rd	2nd	1st

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 the 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. CERTIFICATIONS PRECEDENT TO ISSUANCE OF 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 or 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 requirements within that time period will render the offer non-responsive.

1.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e> to the Labour Branch of HRSDC.

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

The Offeror 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), in which case a duly signed certificate of commitment is attached;

(d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the following HRSDC Website:

<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>

1.2 SAMPLES AND PRODUCTION CERTIFICATION

The Offeror certifies that:

() the manufacturer that produced the pre-award samples will remain unchanged for the pre-production samples and full production of the contract quantity.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. OFFER

The Offeror offers to fulfill the requirement in accordance with the Statement of 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012/03/02), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer

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 ordered, including purchases paid for by a Government of Canada Acquisition Card. The data must be aggregated and submitted on a quarterly basis to the Public Works and Government Services Canada (PWGSC) Standing Offer Follow-up. The reported data must include the data shown at Annex "D"

Quarterly periods are defined as follows:

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

The reporting cut-off date for each quarter is the last Friday of the third calendar month of the quarter. Goods, services or both provided in the period after that day must be included in the next quarter's report. Electronic reports must be completed and forwarded to the PWGSC Standing Offer Authority no later than 15 calendar days after the end of the quarterly period.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

3. TERM OF STANDING OFFER

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer begins the date of offer issuance and ends 36 months later.

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 two (2) additional one year periods, 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 60 days 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 for the Standing Offer is:

Laura Williams

Public Works and Government Services Canada

Acquisitions Branch

Commercial and Consumer Products Directorate (CCPD)

Clothing & Textiles Division

Place du Portage, Phase III, 6A2

11 Laurier Street

Gatineau, Quebec K1A 0S5

Telephone : 819-956-1349

Facsimile: 819-956-5454

E-mail address: laura.williams@tpsgc-pwgsc.gc.ca

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 identified in the call-up against the Standing Offer.

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

4.3 Technical Authority

The Technical Authority for the Standing Offer is:

(To be advised at issuance of Standing Offer)

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. 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 Standing Offer Revision issued by the Standing Offer Authority.

4.4 Standing Offer Follow-up

The responsibility for Standing Offer follow-up is assigned to:

Public Works and Government Services Canada
 Clothing & Textiles Division
 6A2, Place du Portage, Phase III
 11 Laurier Street
 Gatineau, Quebec
 K1A 0S5
 ATTN: Standing Offer Follow-up - PR Division
 TEL: 819-956-3838
 FAX: 819-956-5454

4.5 Offeror's Representative

The person responsible for:

General enquiries

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

Delivery follow-up

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

5. IDENTIFIED USERS

The Identified User authorized to make call-ups against the Standing Offer is:

Call-ups on behalf of the Conservation and Protection Directorate (C&P) will be submitted by:

Sid Bruinsma
 Senior Staff Officer
 Enforcement Policies, Procedures and Standards
 Conservation and Protection Directorate
 Fisheries and Oceans Canada
 Tel: (613) 990-9875
 Fax: (613) 941-2718
 E-mail: sid.bruinsma@dfo-mpo.gc.ca
 200 Kent Street, Room 13W124, Ottawa, Ontario
 K1A 0E6

Call-ups on behalf of the Canadian Coast Guard (CCG) will be submitted by:

Central & Arctic Region
 JJ Brickett
 520 Exmouth St
 Sarnia, ON N7T 8B1
 (519) 383-1845 ext 254
 Jonathan.Brickett@dfo-mpo.gc.ca

Pacific Region
 Gordie Caird
 25 Huron St
 Victoria, BC V8V 1A2
 (250) 413-2856
 Gordie.Caird@dfo-mpo.gc.ca

Quebec Region
Pierre Godin
101 Blvd Champlain
Quebec City, QC G1K 7Y7
(418) 649-6007
Pierre.Godin@dfo-mpo.gc.ca

Maritimes Region
Pat Murphy
176 Portland St
Dartmouth, NS B2Y 1J3
(902) 426-2532
Pat.Murphy@dfo-mpo.gc.ca

Newfoundland and Labrador Region
Kenneth Scott (C&P)
Northwest Atlantic Fisheries Centre
80 East White Hills Road
St. John's NL A1C 5X1
(709) 772-2644
Ken.Scott@dfo-mpo.gc.ca

6. CALL-UP PROCEDURES

Authorized users will use firm unit prices per vest to determine the cost of the call-up and include GST or HST and contact the Offeror to determine delivery times and then complete and sign the call-up document before sending it to the Offeror.

7. CALL-UP INSTRUMENT

The Work will be authorized or confirmed by the Identified Users using form PWGSC-TPSGC 942, "Call-up Against a Standing Offer" or electronic document (See annex 'A').

8. LIMITATION OF CALL-UPS

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. FINANCIAL LIMITATION

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$to be indicated in Standing Offer (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 six (6) 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.

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 call up against the Standing Offer, including any annexes;
- b. the articles of the Standing Offer;
- c. the general conditions 2005 (2012/03/02), General Conditions - Standing Offers - Goods or Services;
- d. the general conditions 2010A (2012/03/02), General Conditions - Goods (Medium Complexity)
- e. Annex "A" - Statement of Requirement;
- f. Annex "B"- Rated Criteria;
- g. Annex "E"- Specifications;
- h. the Offeror's offer dated _____ .

11. CERTIFICATIONS**11.1 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.

12. 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.

13. PLANT CLOSING

The Offeror's plant closing for Christmas and Summer holidays are as follows. During this time there will be no shipments.

2012

Summer Holiday FROM _____ TO _____
 Christmas Holiday FROM _____ TO _____

2013

Summer Holiday FROM _____ TO _____
 Christmas Holiday FROM _____ TO _____

2014

Summer Holiday FROM _____ TO _____
 Christmas Holiday FROM _____ TO _____

14. PLANT LOCATION

Items will be manufactured at: _____

15. SPECIFICATIONS AND STANDARDS

Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the Standing Offer is available and may be purchased from:

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>

16. PRE-PRODUCTION SAMPLES

1. The Offeror must provide pre-production samples of the items specified below, (accompanied by colour swatches, see Annex 'A'), to the Technical Authority for acceptance within 45 calendar days from date of Standing Offer issuance.

MALE:

Two (2) external carrier

Two (2) internal carrier

One (1) trauma plate

One (1) name tag with the name "BRUINSMA"

Size 44 regular

FEMALE:

Two (2) external carrier

Two (2) internal carrier

One (1) trauma plate

One (1) name tag with the name "DUNN"

Size as per the specifications below,

Height	5'7"
Weight	122 lbs
Cup Size	B
Bust	34"
Under Bust	29"
Waist Size	34"
Chest Breadth	8 ½"
Front Length (standing)	14"
Front Length (sitting)	14"
Back Length (standing)	15"
Bust Height (standing)	8 ½"
Bust Height (sitting)	7"
Bust Width	8"
Bust Coverage	5 ½"
Side Height (standing)	8"

2. If the first samples are rejected, the Offeror must submit the second samples within 30 calendar days of notification of rejection from the Technical Authority.

3. The Offeror must carry out all required inspection and tests to verify conformance to the technical requirements of the Standing Offer.

4. The Offeror must provide the samples, and a copy of the inspection and test reports and certificates of compliance to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Offeror will remain the property of Canada.

Test results for specific tests listed in the technical requirement must be provided with the pre-production samples. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report must not be dated before the publication date of the Request for Standing Offer.

5. The Technical Authority will notify the Offeror, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Offeror from complying with all requirements of the specifications and all other conditions of the Standing Offer.

6. The Offeror must not commence or continue with production of the items and must not make any deliveries until the Offeror has received notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Offeror.

7. Rejection by the Technical Authority of the second samples submitted by the Offeror for failing to meet the Standing Offer requirements, will be grounds to set aside the Standing Offer.

8. The samples may not be required if the Offeror is currently in production. The request for waiver of samples must be made by the Offeror in writing to the Technical Authority. The waiving of this requirement will be at the discretion of the Technical Authority and will be evidenced, for contract administration purposes only, through a contract amendment.

CERTIFICATE OF COMPLIANCE - DEFINITION

A certificate of compliance is defined for this Contract as a signed and dated certification by an appropriate official of the component manufacturer (e.g. zipper, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. It must be current (must be dated within 12 months of the RFSO posting date) and must certify that the product for which the Certificate of Compliance was issued is the same product used in the pre-production samples and in the production units as applicable.

The Contractor is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

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. STATEMENT OF 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 (2012/03/02) - General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

3. TERM OF CONTRACT

3.1 Delivery Date

Delivery must be made within 30 calendar days from the receipt of call-up against Standing Offer.

4. PAYMENT

4.1 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 A. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 SACC Manual Clauses

H1001C 2008-05-12	Multiple Payments
C2000C 2007-11-30	Taxes - Foreign-based Contractor
C2611C 2007-11-30	Customs Duties - Contractor Importer
C2605C 2008-05-12	Canadian Customs Duties and Sales Tax - Foreign-based Contractor
C5201C 2008-05-12	Prepaid Transportation Costs

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 consignee for certification and payment.

(b) One (1) copy must be forwarded to the person responsible for Standing Offer Follow-up identified under the section entitled "Authorities" of the Contract.

6. INSURANCE

SACC Manual clause G1005C (2008-05-12) Insurance

7. PROCEDURES FOR DESIGN CHANGE/DEVIATIONS

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of form PWGSC-TPSGC 9038, Design Change/Deviation, and forward two (2) copies to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

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8. SUBCONTRACTOR(S)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

9. MATERIALS: CONTRACTOR TOTAL SUPPLY

The Contractor will be responsible for obtaining all materials required in the manufacture of the items specified. The delivery stated for the items allows the necessary time to obtain such materials.

10. DELIVERY

10.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the call-up document and delivered:

DDP Delivered Duty Paid (DDP) (call-up destination) Incoterms 2000 for shipments from a commercial contractor.

10.2 Packaging

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

ANNEX "A"

STATEMENT OF REQUIREMENT

PART 1 - SCOPE OF REQUIREMENT

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Department of Fisheries and Oceans with Personal Soft Body Armour in accordance with the technical specifications at Annex C dated April 5, 2012.

During the period of the Standing Offer, including extension periods, the Offeror is required to remain compliant with the most current release of the NIJ Standard 0101.06 requirements and any applicable addenda regarding Ballistic Resistance of Ballistic Personal Soft Body Armour.

It is the responsibility of the Offeror to be aware and knowledgeable of all publications, test methods and standards that make up the specification requirements contained in this RFSO document.

The deliverables must be compliant with the material specifications and standards listed in the technical specifications. It is the responsibility of the Offeror to certify and satisfy Canada that the deliverables proposed are compliant and meet these material specifications and standards.

Canada reserves the right to request additional clarification from the Offeror if deemed necessary and to seek manufacturer specifications validation from an Accredited Independent Testing Facility.

The following provisions must be adhered to:

- a) All components of the testing must be performed on the same garment and/or the same piece of material (identified by a single lot number);
- b) All testing must be performed by the same Accredited Independent Testing Facility; and
- c) The test report dates must be within twenty four (24) calendar months from the date of the RFSO submission.

2. DISPOSAL OF USED BALLISTIC PERSONAL SOFT BODY ARMOUR

Canada requires the disposal of Body Armour that reaches its expired useful life. The Offeror will be required to accept all used Ballistic Personal Soft Body Armour for disposal during the period of the Standing Offer.

As part of the response to this Request for Standing Offer, the Offeror must provide a detailed solution and procedure for the disposal of expired Body Armour, with the offer.

Expired Ballistic Personal Soft Body Armour is not to be resold, donated, or given away by the Supplier. The Offeror must ensure that expired Body Armour equipment is destroyed and provide a certificate and/or letter confirming destruction.

All payments, fees, charges for the transportation, inspection, licensing, and/or testing, disposal or any other matter concerning Disposal shall be solely at the Offeror's expense.

3. ATTENDING AT FACILITIES

The Offeror may also be required to attend the Canadian Coast Guard College located in Sydney, Nova Scotia (minimum of once a year, maximum of twice a year) to coordinate with the Clients how to measure, size and fit personnel requiring Ballistic Personal Soft Body Armour. The Offeror must coordinate site visits for measuring purposes with the Client's point of contact identified at time of Standing Offer issuance.

4. TRAINING PLAN

The Offeror must provide a training plan that will include how to train key personnel:

- in the use of sizing Ballistic Personal Soft Body Armour, as well as,
- on the correct method of measuring using measuring tape
- in the annual visual inspection of Ballistic Personal Soft Body Armour, for the purposes of ensuring reliability of equipment.
- Training will be completed at the Canadian Coast Guard College (Nova Scotia)

5. MEASUREMENT FORMS

The successful Offeror shall supply a detailed, user-friendly measurement form in both printed and electronic versions upon award of contract in both official languages. The measurement form may be used as the order form. To be decided upon and finalized between the Successful Offeror and Canada during the contract implementation stage.

6. IDENTIFICATION LABELS

Each Ballistic Protective Panel and Carrier (External or Internal) must include a label on the body side of each component assembly, which is in accordance with NIJ Standard 0101.06 and any applicable annex, as specified in this document.

7. USE AND CARE INSTRUCTIONS

The Offeror shall prepare and deliver at no extra cost to Canada, with each complete Ballistic Personal Soft Body Armour System or with each individual component ordered, use and care instructions which explain as a minimum requirement, the following:

- identification of the Ballistic Personal Soft Body Armour components;
- assembly of the Ballistic Personal Soft Body Armour components;
- protection afforded by the System;
- proper fitting of the System;
- proper donning and doffing;
- safe use;
- cleaning and maintenance, and;
- inspections to ensure serviceability of the product.

The use and care instructions can take the form of a pamphlet, hang tag or brochure in both official languages.

8. MATERIAL AND COMPONENT REQUIREMENTS

All materials and components used to produce the requirement must meet the required performance specifications as outlined in this RFSO and, without limiting the foregoing, shall meet or exceed the following:

- a) All component parts of the garments must be compatible with the shell fabric and its care.
- b) Be new and not previously used, unless recycled through manufacturing methods which render such recycled materials into new materials;
- c) Be of "first quality" designation;
- d) Be free from imperfections, wrinkles, tears, holes, or other blemishes, which may adversely affect the appearance, operation or wear-ability of the specific material or end product;
- e) Be governed by quality assurance systems in order to ensure consistent quality is received by the Offeror and built in to the end product through the period of the standing offer, including any extension periods; and
- f) Be of consistent colour from dye lot to dye lot with no visible colour differences throughout the period of the standing offer.

9. DRAWINGS WORKMANSHIP

All workmanship used in the construction of the finished product(s) will be of the highest quality available for the duration of the Standing Offer, including where exercised, extension periods.

10. SITE INSPECTION

During the period of the Standing Offer the production/distribution facilities of the successful Offeror may be visited and inspected by representatives of DFO.

11. MINIMUM ORDER QUANTITIES

There shall be a minimum order quantity of three units. DFO will order quantities on an as required basis. The liability of DFO for payment is limited to the quantities actually ordered and received that meet the requirements of this RFSO.

12. WARRANTY AND RETURN

The Offeror shall specify Manufacturer's warranty for all materials and workmanship, and provide documentation to support same. Documentation should include specifics of the warranty.

The Offeror shall provide a minimum warranty of sixty (60) months for the ballistic panels.

The Offeror shall provide a minimum warranty of twenty-four (24) months for the internal and external carriers.

Shipping charges for the return and replacement of items under warranty will be the responsibility of the Offeror. In the event a product is found to be of incorrect size, color, construction or style, or is deemed unsuitable by DFO, it shall be replaced with a new product (same item) at no additional cost to DFO and treated as a special rush order and delivered in a timeframe acceptable to DFO.

In the event that an item ordered fails to meet DFO's standards, or is not as ordered, the shipping costs are to be at the expense of the Offeror. The incorrect or defective Deliverables received shall be returned to the Offeror, freight collect, for full credit or exchange, at DFO's option.

DFO shall not be responsible to pay for restocking fees, if applicable if a product ordered fails to meet their standards or is of incorrect size or there was an error by the Offeror.

13. RANDOM TESTING

During the period of the Standing Offer DFO reserves the right to have an accredited independent laboratory perform any inspection (destructive and/or non destructive) considered necessary to ensure the material and services conform to the specified requirements of this Standing Offer. If found to be inferior or not in accordance with the specification, the tested articles will be replaced by others of proper quality and type at the expense of the successful Offeror.

Testing may include, but not be limited to, workmanship, quality, material, and resistance of Deliverables to wear and tear, discoloration and or sizing and compliance to garment specifications.

Should it be determined that the garments do not meet the specifications and/or are of poor quality, the successful Offeror will be responsible for replacing all defective garments under the Agreement at no cost to Canada.

Additionally, if the garment(s) is found to be defective, the successful Offeror will be responsible for reimbursement of any costs incurred by Canada for testing.

14. RESPONSE TO SERVICE DISRUPTIONS OR CHANGES IN SERVICE DELIVERY

Within ten (10) days after issuance of Standing Offer, the successful Offeror must submit to DFO, a well-defined procedure for notifying DFO Representatives in the event of significant changes to its service delivery and support structure such as:

-
- a) Delivery delays lasting one (1) or more Business Days due to severe weather conditions or a breakdown in the courier/shipping delivery network.
 - b) Changes to the successful Proponent(s) customer support operations.
 - c) Changes to and within the successful Proponent(s) dedicated account management team.

In the event of disruptions such as a power outage, a strike or labour dispute by the Successful Offeror's employees, or its supply chain, it shall provide DFO's Representative with timely and adequate status updates through communication channels, such as but not limited to, points of contact, or when possible, by e-mail or website messaging.

15. MANAGEMENT OF THE STANDING OFFER

The successful Offeror agrees to have its representative meet with the DFO Representative on a regular basis, no less frequently than semi-annually but as frequently as required by DFO, to discuss any issues of DFO's concern. Such communication may cover the entire scope of the Agreement including, but not limited, to opportunities to maximize value and reduce costs, administrative issues, and service and successful Offeror performance issues.

The manner and time of communicating through meetings or teleconferences, etc., will be arranged with the successful Offeror as required after the Standing Offer has been established.

16. SATISFACTION SURVEYS

During the Term of the Standing Offer, DFO may conduct surveys to obtain feedback on the Deliverables and services provided under the Offer.

DFO will review the surveys to ensure compliance to the Agreement by the successful Offeror and to assess the quality and service provided. Results of evaluations may be made available to the Offeror on a semi-annual basis. The survey results will be discussed with the successful Offeror to obtain feedback and rectification of any issues reported by DFO.

17. CANADIAN FACILITY

The Offeror must have a Canadian facility responsible for the handling of warranty issues, returns, recalls, repairs, customs clearance and all requirements that ensure the free flow of goods to and/or from the client.

In the event that the successful Offeror does not have such Canadian facility at the time it submitted its offer, it will be required to put such facility into operation following issuance of the Standing Offer.

The successful Offeror will be required to provide address details and a description of their Canadian facility within thirty (30) Days following issuance of the Agreement. The Canadian facility must be in place and operational prior to delivery of the first order under the resulting Agreement. Failure to establish such Canadian facility will result in termination of the Agreement.

18. COLOUR SAMPLE SWATCHES

Sample swatches must be submitted prior to final approval of standing offer by DFO. To be submitted with the Pre-Production Sample.

The Offeror must provide a 5" X 5" [12.7cm X 12.7cm] (approximate size) swatch for each colour as those listed in the technical specification with their Offer.

For the duration of the Term of the Agreement and upon DFO's request, the Offeror shall, provide material swatch samples in an approximate size of 5" x 5". The Offeror shall provide DFO such swatch samples within forty-eight (48) hours of any request.

PART 2 - DELIVERABLES

Each ensemble unit shall consist of front and back waterproof ballistic panels with underarm side torso protection and meet or exceed National Institute of Justice (NIJ) standard 0101.06 requirement for threat level II.

Each ensemble will also consist of one steel/SpectraShield/nylon anti-trauma plate. Each ensemble will include two (2) external carriers as per specifications and two (2) internal undershirt carriers as per specifications.

Colour and sizes will be specified on call-ups.

Destination Address	Invoicing Address
To be specified in Call-up	To be specified in Call-up

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs and GST/HST extra	Total for evaluation purposes
1	Personal Soft Body Armour including ballistic panels, undershirt and external carriers and anti-trauma plates (NIJ Standard 0101.06, Threat Level II)	750	Each	\$ _____	\$ _____

EXTENSION YEAR ONE

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs and GST/HST extra	Total for evaluation purposes
2	Personal Soft Body Armour including undershirt and external carriers and anti-trauma plates (NIJ Standard 0101.06, Threat Level II)	250	Each	\$ _____	\$ _____

EXTENSION YEAR TWO

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs and GST/HST extra	Total for evaluation purposes
3	Personal Soft Body Armour including undershirt and external carriers and anti-trauma plates (NIJ Standard 0101.06, Threat Level II)	250	Each	\$ _____	\$ _____

Total Bid Price (for evaluation purposes) \$ _____ (Total for Item 1, 2 and 3)

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**ANNEX B
RATED CRITERIA**

Annex B is provided electronically to all Offerors requesting a Request for Standing Offer

**ANNEX C
FISHERIES AND OCEANS CANADA**

**‘PERSONAL SOFT BODY ARMOUR
SPECIFICATIONS’**

Annex C is provided electronically to all Offerors requesting a Request for Standing Offer

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ANNEX D REFERENCE FORM

To be submitted with the Offer.

Provide three references from clients who have obtained similar goods or services from the bidder in the last 2 years as those requested in this RFSO.

Reference # 1

Company Name	
Company Address	
Name of Contact	
Contact Telephone Number and Email address	
Date Work Undertaken	
Nature of Assignment	

Reference # 2

Company Name	
Company Address	
Name of Contact	
Contact Telephone Number and Email address	
Date Work Undertaken	
Nature of Assignment	

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Reference # 3

Company Name	
Company Address	
Name of Contact	
Contact Telephone Number and Email address	
Date Work Undertaken	
Nature of Assignment	

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ANNEX "E"
QUARTERLY REPORT TEMPLATE

Standing Offer Number: _____

Reporting Period (start date to end date): _____

Date	Call-up #	Description of Item	Quantity	Total Billing
TOTAL				\$

NIL REPORT: We have not done any business with the federal government for this period ____.

Prepared by:

Name: _____

Date: _____

Telephone no.: _____