

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St./11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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**

Communication Procurement Directorate/Direction de  
l'approvisionnement en communication  
360 Albert St./ 360, rue Albert  
12th Floor / 12ième étage  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> COLOUR INDEX TAB DIVIDERS	
<b>Solicitation No. - N° de l'invitation</b> 6A001-13PW01/A	<b>Date</b> 2013-06-25
<b>Client Reference No. - N° de référence du client</b> 6A001-13PW01	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$CW-035-62956
<b>File No. - N° de dossier</b> cw035.6A001-13PW01	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-07-12</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Buck, Daniel	<b>Buyer Id - Id de l'acheteur</b> cw032
<b>Telephone No. - N° de téléphone</b> (613)998-8588 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> 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**

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

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## 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; and   |
| 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 Statement of Work and the Basis of Payment, the National and Regional Offices, Standing Offer Reporting Form, Historical Information and the Call-up Performance Rating form.

#### 2. Summary

To provide the Parole Board of Canada with the printing of various quantities of eighteen (18) Index Tabs (Sixteen (16) Index tabs on 8 ½" + tab extension x 11" and Two (2) Index tabs on Sheet size 8 ½" + tab extension x 14") on an "as and when requested" basis to all national and regional offices across Canada.

The period of the standing offer will be from issuance to March 31, 2014, with the option to extend this period by three (3) additional one-year periods under the same terms and conditions.

It is anticipated that a total of approximately 500,000 Index Tabs may be required over a period of one (1) year.

For the purpose of ensuring product durability and adhesion of lamination, only lithographic printing will be accepted.

Canada anticipates issuing a Standing Offer to the three (3) responsive Offerors offering the lowest total evaluated price.

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**This Standing Offer excludes deliveries destined to addresses located in Comprehensive Land Claims Agreement(s) (CLCAs) areas.**

**Code of Conduct and Certifications**

Offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.

The requirement is limited to Canadian goods and/or services.

**3. Debriefings**

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.

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## 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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

#### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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 the province of 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.

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## 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 (1 hard copy)

Section II: Financial Offer (1 hard copy and 1 soft copy on USB)

Section III: Certifications (1 hard copies)

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

Prices must appear in the financial 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 should:

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

#### **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.

The submission of the Part 4 – Mandatory Technical Criteria is to be included in the technical offer.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

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- (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.

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**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. The Standing Offer Authority will evaluate the offers.

**1.1. Technical Evaluation**

**1.1.1 Mandatory Technical Criteria**

- M.1** The Offeror must demonstrate that it has been contractually bound with **two (2) different** external **clients** to print and produce Index Tabs within the last five (5) calendar years (prior to the closing date of this RFSO).

During the evaluation no corporate experience gained through internal clients will be accepted or reviewed.

"External client(s)" means clients exterior to the Offeror's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Offeror.

"Internal client(s)" means clients within the Offeror's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Offeror.

For each of the two (2) contracts, the Offeror must provide:

- i. the client contact information;
- ii. the contract date;
- iii. a description of the requirements;
- iv. the invoice (or copy of) presented to the client.

**OFFERS NOT MEETING THE MANDATORY REQUIREMENTS WILL BE  
CONSIDERED AS NON RESPONSIVE AND GIVEN NO FURTHER CONSIDERATION**

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### **1.1.2 Financial Evaluation**

To determine the total evaluated price, the prices submitted in the Annex B: Financial Proposal / Proposed Basis of Payment of this Request for Standing Offer for the Standing Offer Period and the extension periods will be calculated as specified in the Annex B Financial Proposal / Proposed Basis of Payment Excel spreadsheet being distributed through Government Electronic Tender Service.

## **2. Basis of Selection**

- 2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The three (3) responsive offers offering the lowest total evaluated prices will be recommended for issuance of a standing offer.

## PART 5

### CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

#### 1. **Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

##### 1.1 **Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 2. **Additional 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 a 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.

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;

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- c. ( ) is subject to the requirements of 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.

## **2.2 Canadian Content Certification**

### **2.2.1 SACC *Manual* clause A3050T (2010-01-11) Canadian Content Definition**

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

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## 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 Statement of Work at Annex "A".

##### 2. Security Requirement

There is no security requirement applicable to this Standing Offer.

##### 3. 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.

###### 3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

###### 3.2 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" Standing Offer Reporting Form. 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: 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 data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

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#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from issuance to March 31, 2014.

##### **4.2 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 three (3) one-year periods, from April 1, 2014 to March 31, 2015, from April 1, 2015 to March 31, 2016, and from April 1, 2016 to March 31, 2017 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 at any time prior to the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Daniel Buck  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Communication Procurement Directorate  
360 Albert Street, 12th Floor  
Ottawa, Ontario K1R 7X7

Telephone: 613-998-8588  
Facsimile: 613-993-2581  
E-mail address: daniel.buck@pwgsc-tpsgc.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.

##### **5.2 Procurement Authority**

The Procurement Authority for the Standing Offer is:

Name: \_\_\_\_\_

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

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

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

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

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

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

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

### 5.3 Project Authority

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_

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

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

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

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

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

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

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.

### 5.4 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Name: \_\_\_\_\_

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

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

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

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

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

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

### 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer are: the National and Regional Offices listed in Annex C, or authorized representatives.

### 7. Call-up Procedures

#### 7.1 Selection

An authorized Call-up authority may issue a Call-up to the Standing Offer Holder of their choice.

#### 7.2 Ordering

The Offeror must acknowledge receipt of Call-up within two (2) business days of receiving a Call-up Against a Standing Offer (Call-up).

Acknowledgement must be completed via email to the originator of the Call-up.

### **7.3 Communication**

During the period of the Standing Offer, the Offeror must identify a primary and a secondary point of contact/person for placing orders, inquiries, follow-up, etc. Identified contact persons must be available for communication between 7:00 am and 9:00 pm EST, Monday to Friday (excluding statutory holidays).

All calls, e-mails or inquiries from Parole Board of Canada (PBC) employees must be answered or returned within two (2) business days.

Delivery dates specified in the Call-up must be met.

### **8. Call-up Instrument**

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

### **9. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

### **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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d. the general conditions 2030 (2013-04-25), General Conditions - Higher Complexity - Goods;
- e. Annex A, Statement of Work;
- f. Annex B, Basis of Payment;
- g. Annex C, National and Regional Offices;
- h. Annex D, Standing Offer Reporting Form;
- i. Annex F, Performance Rating Form;
- j. the Offeror's offer dated \_\_\_\_\_.

### **11. Certifications**

#### **11.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or

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unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **11.2 Canadian Content Certification**

The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause A3050T.

The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from 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.

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## 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 Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2030 (2013-04-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Delivery Date

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

### 4. Payment

#### 4.1 Basis of Payment -Tab Dividers

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B" Basis of Payment for a cost \$ \_\_\_\_\_ (insert the amount at contract award). 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 Basis of Payment - Limitation of Expenditure For Shipping

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 \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### 4.3 Payment by Credit Card

The following credit cards are accepted: Visa and Mastercard.

### 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 accompany the shipment to final destination, the address shown in the Call-up instrument for certification and payment.
- b. One (1) copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Standing Offer.

## 6. Performance Rating

The Project Authority will prepare a formal rating report on each completed Call-up and assign a rating to the Contractor's performance for the services and deliverables. These reports will be completed using the **Call-up Performance Rating Form** and will be made available to the Offeror within six (6) weeks of Call-up completion (which includes delivery of all work/services/material and final invoicing).

In order for the Offeror's performance to be considered satisfactory, the requirements must be met for all of the categories (A , B and C) explained below.

### Category A

Communication: The Offeror / Contractor confirmed the receipt of the Call-up and responded to inquiries in accordance with the timelines specified in the Standing Offer Clauses section of the SO.

### Category B

Deliverables: The Contractor provided all of tab dividers in accordance with the requirements of the Statement of Work and the Call-up.

### Category C

Schedule and deadlines: The Contractor delivered the complete quantity(ies) of tab dividers and met the required delivery date(s) as specified in the Call-up.

The Call-up Performance Rating Form will be used to document the Offeror's performance after each Call-up. Identified User(s) must submit the completed Call-up Performance Rating Form to the Procurement Authority.

*If the Offeror fails to obtain a satisfactory rating in any of the categories described above, the Offeror will be withdrawn from the Standing Offer for a period of three (3) months for a first failure. If the Offeror fails a second time during the same fiscal year, Parole Board of Canada will not exercise the option to extend the Offeror's Standing Offer.*

A Sample Call-up Performance Rating Form is available at Annex F - Call-up Performance Rating Form.

## 7. Insurance

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

## 8. SACC Manual Clauses

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SACC Manual clause P1005C (2010-01-11) Packaging and Packing of Printed Products

SACC Manual clause P1010C (2010-01-11) Quality Levels for Printing

SACC Manual clause P1016C (2010-01-11) Quality Levels for Binding

**ANNEX "A"****STATEMENT OF WORK****A.1 BACKGROUND:**

The Parole Board of Canada is an independent administrative tribunal that has exclusive authority under the Corrections and Conditional Release Act to grant, deny, cancel, terminate or revoke day parole and full parole. The PBC may also order certain offenders to be held in prison until the end of their sentence. Due to the possible length of sentences, it is important that the Board builds and maintains personal files with quality durable products. Included in these files are the tabs, as described below, which form the Statement of Work.

**A.2 PRINT QUALITY**

The print quality level is Informational, in accordance with the Public Works and Government Services Canada (PWGSC) Publication entitled "Quality Levels for Printing" latest issue.

**A.3 QUANTITIES**

The Parole Board of Canada reserves the right to order all tab dividers individually or as a part of a set.

The total anticipated quantity is approximately 500,000 various tabs per year. The total quantity is an estimate based on historical volumes and does not represent a guarantee of work or volume.

**A.4 OVERRUNS/UNDERRUNS**

No overrun or underrun is allowed.

**A.5 SET #1:**

<b>TITLE / TITRE</b>	<b>POSITION</b>	<b>COLOUR / COULEURS</b>
ADMISSION	1	Coral / Corail (525)
FPS / SED	2	Orange (505)
CRIM PRO / PROFIL CRIM	3	Brown / Brun (915)
DECISION	4	Dark green / Vert foncé (605)
APPEAL DEC / DÉC D'APPEL	5	Light Grey / Gris pâle (125)
IMMIGRATION	6	Black / Noir
SECURITY / SÉCURITÉ	7	White / Blanc (105)
PSYCH	8	Dark blue / Bleu foncé (405)
OBSERVERS / OBSERVATEURS	1	Pink / Rose (705)
INFO SHARING / LVRC	2	Medium green / Vert moyen (625)
VICTIM / VICTIME	3	Purple / Pourpre (805)
A4D/ADDENDUM/EVD/ADDENDA	4	Light blue / Bleu pâle (415)
CORR PLAN / PLAN CORR	5	Grey / Gris (115)
POSTPONEMENT / REPORT	6	Light Green / Vert pâle (615)
COURT JUDGE / COUR JUGE	7	Yellow / Jaune (315)
POLICE	8	Red / Rouge (225)

**DESCRIPTION :** 16 different coloured index tabs using Index Tabbing Film (Mylar)

**STOCK :** 8 pt. Uncoated white index card alkaline/acid-free

**INK / COLORS :** Print both sides, lithographic printing only.  
Printing in black ink (N.B. for black tab printing done reverse, white dropped-out lettering. Black tab to print with bleed.) and in bilingual format.  
Printing on tab extension only. No printing on body.

**FORMAT :** Sheet size 8 ½" + tab extension x 11"  
Index Tabs on long side of page  
Two (2) banks of indexes - instead of 16 tabs bunched, there are two (2) sets of eight (8) tabs.  
1/8 th tab cut

**TAB LAMINATION :** Index Tabbing Film (Mylar), 3 mil., heat-sealed lamination  
Lamination colour as per colour specifications for Set #1.

**PUNCHING:** Two (2) Holes punched at the top of the page (pos#1), 5/16" diameter  
Holes reinforced with clear 3 mil. Mylar lamination across top of sheet, extending 3/4" from top of sheet.

#### A.6 SET #2:

TITLE / TITRE	POSITION	COLOUR / COULEURS
ATIP/VIE PRIVÉE	1	Purple / Pourpre (805)
-	2	-
E-FILE/DOSSIER NUMÉRIQUE	3	Yellow / Jaune (315)
-	4	-
-	5	-

**DESCRIPTION :** Two (2) different coloured index tabs using Index Tabbing Film (Mylar)

**STOCK :** 8 pt. Uncoated white index card alkaline/acid-free

**INK / COLORS :** Print both sides, lithographic printing only.  
Printing in black ink and in bilingual format  
Printing on tab extension only. No printing on body.

**FORMAT :** Sheet size 8 ½" + tab extension x 14"  
Index Tabs on long side of page  
One (1) bank of indexes - Five (5) tabs.  
1/5 th tab cut

**TAB LAMINATION :** Index Tabbing Film (Mylar), 3 mil., heat-sealed lamination Lamination colour as per colour specifications for Set #2.

**PUNCHING:** Two (2) Holes punched at the top of the page (pos#1), 5/16" diameter  
Holes reinforced with clear 3 mil. Mylar lamination across top of sheet, extending 3/4" from top of sheet.

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#### **A.7 PACKAGING :**

Tabs must be shrinkwrapped in 100's. Not in sets.

Shrinkwrapped packages must be placed in cartons for shipping. Cartons are not to exceed 25lbs.

#### **A.8 MATERIAL SUPPLIED :**

The Offeror will be supplied a photocopy of Set 1 for positioning purposes only. The Offeror will be required to typeset required text on the tab extension as stipulated in tables for Set 1 and Set 2.

#### **A.9 PROOFS :**

The Offeror must provide two (2) complete sets of blueprints or low resolution digital proofs of each tab, trimmed to size.

Proofs must be provided within ten (10) calendar days of issuance of Standing Offer to the Procurement Authority. The Procurement Authority will return the signed proofs within eight (8) working days after receipt of documents. Call-ups to the Standing Offer will not require a proofing cycle.

#### **A.10 INVOICING:**

Invoices must accompany the order upon delivery or be sent by e-mail or fax to the client/originator of Call-up on the day of delivery.

#### **A.11 DELIVERY :**

The finished product must be delivered to destination, as specified in the Call-up, within 28 calendar days of receipt of Call-up. Partial deliveries will not be accepted.

**This Standing Offer excludes deliveries destined to addresses located in Comprehensive Land Claims Agreement(s) (CLCAs) areas.**

#### **A.12 COMPONENTS**

All original material supplied (artwork, electronic media) or created during production (negatives, separations, proofs) for any printing requirement is deemed to be property of the crown and must be returned at no cost to the project authority upon completion of the Standing Offer. Supplier is responsible for the delivery of components to the designated location which may differ from the delivery address or destination(s).

#### **A.13 QUALITY ASSURANCE**

Quality Assurance by Contractor: The Contractor must perform all necessary quality assurance procedures to ensure the product meets the specified quality levels and specifications of the Annex A Statement of Work.

**ANNEX "B"****BASIS OF PAYMENT**

The Offeror must provide pricing in the format specified in Annex "B". Failure to provide prices in the format specified will render the proposal non-responsive.

If pricing is not provided for a component, a price of zero will be assigned for the component and the Offeror will be provided an opportunity to agree with the zero amount.

If the Offeror agrees then the Basis of Payment will be considered compliant. However if the Offeror disagrees then the Offer will be found non-compliant and no further evaluation will be done.

The Offeror must submit firm, all-inclusive prices, FOB destination, GST/HST extra if applicable. Prices must include all materials and operations (set-up charges, provision of proofs, printing, fabrication to final format, etc.) to supply the final products as specified in the Annex A Statement of Work and ready the items for shipping .Transportation charges excluded.

**Shipping**

The Offeror will be reimbursed for the shipping cost reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead.

Shipping costs incurred in the performance of the work will be paid by Canada at cost with no allowance for profit or overhead and upon receipt of proper cost support documentation. Transportation charges are to be prepaid by the Offeror and shown as a separate item on the invoice, supported by a copy of the prepaid transportation bill.

All payments are subject to government audit.

Quantities for evaluation shown in the pricing grid of the Annex "B" pricing schedules are estimates for evaluation purposes only and are not a guarantee of the actual number of hours required for author's alterations or the number of items to be produced, nor are they intended to reflect any expectations on behalf of the Government of Canada.

OFFERORS MUST ENTER THEIR PRICES ON THE MS EXCEL SPREADSHEET PUBLISHED ON THE GOVERNMENT ELECTRONIC TENDERING SERVICE (<https://buyandsell.gc.ca/procurement-data/tenders>) AND RETURN IT ON USB ALONG WITH A PRINT OUT OF THE COMPLETED ANNEX B BASIS OF PAYMENT WITH THEIR OFFER

**Escalation for Paper** (*Offerors must complete and submit with their offer*)

1. The resulting standing offer will contain a provision for price adjustment (increase or decrease) of the portion of the price directly related to the base transaction cost of paper. Price adjustment will apply only to increase or decrease of the base transaction cost of paper that may occur at any time during the resulting standing offer period but not before thirty (30) days after the issuance of the standing offer.
2. Offerors must provide their base transaction cost(s) and the quantity of the paper on which the base transaction cost is established in their offer as follows:
  - a. Tab Divider Stock (if applicable): \_\_\_\_\_lb. at a base transaction cost per Cwt of \$ \_\_\_\_\_, and which represent \_\_\_\_\_ percent of the unit price(s);

- b. Tapping Film (mylar) (if applicable): \_\_\_\_\_lb. at a base transaction cost per Cwt of \$ \_\_\_\_\_, and which represent \_\_\_\_\_ percent of the unit price(s);  
Brand name and paper supplier: \_\_\_\_\_.
3. Upon request from the Standing Offer Authority, offerors must provide supporting documentation to confirm the base transaction cost. Such documentation may consist of a copy of the quotation from the paper supplier(s).

**Escalation for Paper** (to be included in any resultant Standing Offer)

1. The portion of the price directly related to the base transaction cost of paper is subject to price adjustment (increase or decrease) at any time during the standing offer period but not before \_\_\_\_\_ (insert the date corresponding to the end of the 30-day period after the issuance of the standing offer). The price will be adjusted using the percentage of the announced increase or decrease that came into effect by applying it to the applicable base transaction cost.
2. To request a price adjustment, the Offeror must provide the Standing Offer Authority with a notice indicating the increase or decrease in the base transaction cost of paper identified below. Such a notice must contain a price as publicly announced by at least three (3) paper suppliers who supply the grade specified in the Standing Offer and the date the price came into effect.
3. The base transaction cost of paper subject to price adjustment is as follows:
  - a. Tab Divider Stock (if applicable): \_\_\_\_\_lb. at a base transaction cost per Cwt of \$ \_\_\_\_\_, and which represent \_\_\_\_\_ percent of the unit price(s);
  - b. Tapping Film (mylar)(if applicable): \_\_\_\_\_lb. at a base transaction cost per Cwt of \$ \_\_\_\_\_, and which represent \_\_\_\_\_ percent of the unit price(s);  
Brand name and paper supplier: \_\_\_\_\_.
4. The Offeror must provide a copy of the quotation from the paper supplier(s) to support the above base transaction cost and a copy of the revised quotation from the paper supplier(s) to support the adjusted base transaction cost.
5. Any price adjustment must be approved by the Standing Offer Authority and will be evidenced through a revision to the Standing Offer.

THE OFFERORS ARE RESPONSIBLE TO ENTER THEIR PRICES ON THE MS EXCEL SPREADSHEET SUPPLIED TO THEM AND RETURN IT ON USB ALONG WITH A PRINT OUT OF THE COMPLETED ANNEX B FINANCIAL PROPOSAL WITH THEIR PROPOSAL

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

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## ANNEX "C"

### NATIONAL & REGIONAL OFFICES

National Capital Region  
410 Laurier Avenue West  
Ottawa, Ontario K1A 0R1  
Telephone : (613) 948-8844

Pacific Region  
#200 1925 McCallum Road  
Abbotsford, British Columbia V2S 3N2  
Telephone : (604) 870-2489

Prairies Region  
101 22nd Street East, 6th Floor  
Saskatoon Saskatchewan S7K 0E1  
Telephone : (306) 975-5088

Prairies Region  
Scotia Place, Scotia 2 Suite 401  
10060 Jasper Avenue NW  
Edmonton, Alberta T5J 3R8  
Telephone : (780) 495-2421

Ontario Region  
516 O'Connor Drive  
Kingston, Ontario K7P 1N3  
Telephone : (613) 634-3857 ext. 342

Quebec Region  
Complexe Guy-Favreau  
10<sup>e</sup> étage - Tour Ouest  
Montreal, Quebec H2Z 1X4  
Quai de Livraison - 1125 Jeanne-Mance Tour O-10E  
Telephone : (514) 283-6047

Atlantic Region  
1045 Main Street, Unit 101  
Moncton, New Brunswick E1C 1H1  
Telephone : (506) 851-6348

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**ANNEX "D"**

**STANDING OFFER REPORTING FORM**

**QUARTERLY REPORTING**

The data must be submitted on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority.

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<b>Date of Request</b>	<b>Call-up Number</b>	<b>Value of Production</b>	<b>Value of Shipping</b>
<b>Total Value</b>			

**ANNEX "E"****HISTORICAL INFORMATION**

<b>TITLE / TITRE</b>	<b>POSITION</b>	<b>COLOUR / COULEURS</b>	<b>QUANTITY 2012 / QUANTITÉ 2012</b>
ADMISSION	1	Coral / Corail	21,100
FPS / SED	2	Orange	28800
CRIM PRO / PROFIL CRIM	3	Brown / Brun	22900
DECISION	4	Dark green / Vert foncé	24200
APPEAL DEC / DÉC D'APPEL	5	Pale Grey / Gris pâle	1000
IMMIGRATION	6	Black / Noir	500
SECURITY / SÉCURITÉ	7	White / Blanc	2000
PSYCH	8	Dark blue / Bleu foncé	25200
OBSERVERS / OBSERVATEURS	1	Pink / Rose	1500
INFO SHARING / LVRC	2	Medium green / Vert moyen	26100
VICTIM / VICTIME	3	Purple / Pourpre	8000
A4D/ADDENDUM/ EVD/ADDENDA	4	Light blue / Bleu pâle	30800
CORR PLAN / PLAN CORR	5	Grey / Gris	41500
POSTPONEMENT / REPORT	6	Light green / Vert pâle	13500
COURT JUDGE / COUR JUGE	7	Yellow / Jaune	28600
POLICE	8	Red / Rouge	40000
<b>Grand total for 2012</b>			<b>315,700</b>

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**ANNEX "F"**

**CALL-UP PERFORMANCE RATING FORM**

**ANNEX "F"**  
**SAMPLE CALL-UP PERFORMANCE RATING FORM**

<b>CALL-UP PERFORMANCE RATING FORM</b>		
<div style="text-align: center;">           / /            (DD/MMM/YYYY)         </div>		
Call-up issued to the Contractor:	(DD/MMM/YYYY)	
Delivery Date Required:	(DD/MMM/YYYY)	
Actual Delivery Date:	(DD/MMM/YYYY)	
<b>Brief Description of requirement:</b>		
Tab Divider(s) Requested (Set Number, Title, Position, Colour)		
Number of Tab Divider(s) Requested (per Title):		
<b>Ratings:</b> Indicated by a yes or no response if the Contractor's performance complied with the requirements as stated in the Statement of Work and Call-up.		
<b>Category A) Communication</b>		
Contact:	The Offeror / Contractor confirmed the receipt of the Call-up and responded to inquiries in accordance with the timelines within two (2) business days.	Yes No
<b>Category B) Deliverables</b>		
Deliverables:	The Contractor provided all of the tab dividers in accordance with the requirement of the Statement of Work and the Call-up.	Yes No
<b>Category C) Delivery</b>		
Delivery:	The Contractor delivered the complete quantity(ies) of tab dividers and met the required delivery date(s) as specified in the Call-up.	Yes No
<b>Rating</b>	In order to obtain a "MET" notation, the Contractor must meet the requirements "in all of the Categories" A, B and C.	Met Not Met
<b>Evaluated</b>	By: _____ Date: _____	
<small>Performance Form</small>		