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**PART 1 - GENERAL INFORMATION****1. Introduction**

The Request for Standing Offers (RFSO) is divided into six 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 Requirement, the Basis of Payment and and Standing Offer Usage Report.

## 2. Summary

To supply fabric, drill in accordance with Annex "A" - Requirement, Annex "B" - Basis of Payment and Annex "C" - Standing Offer Usage Report, for Correctional Services Canada, CORCAN, Riverbend Institution, Prince Albert, SK, as and when requested, during the period of the Standing Offer from date of Standing Offer issue to 30 November 2013 inclusive. It is desirable that delivery be complete within 6 weeks after receipt of call-up and **mandatory within 8 weeks after receipt of call-up.**

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

Verification pursuant to section 01 of Standard Instructions 2006 and 2007, a Consent to a Criminal Record Verification form, must be submitted with the offer, by Request for Standing Offers closing date, for each individual who is currently on the Offeror's Board of Directors.

## 3. Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

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

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) days

### 1.1 SACC Manual Clauses

M0222T	Evaluation of Price	2010-01-11
M0019T	Firm Price and/or Rates	2007-05-25
M1004T	Materiel	2011-05-16

## **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 fourteen (14) 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 Saskatchewan.

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

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

## **1. Offer Preparation Instructions**

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

(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.

### **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 the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

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

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

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

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 1.1. Financial Evaluation

**Price** for item #1 from Annex "B" - Basis of Payment will be multiplied by the estimated quantity of 25,000 metres. The total will be the Evaluated Price, as follows:

(Price for item #1 in Annex B x 25,000) = **Evaluated Price**

#### 1.2 Technical Evaluation

##### Samples:

As part of the technical evaluation, to confirm a bidder's capability of meeting the technical requirements detailed in Annex "B", a 2 metre sample for each item must be supplied after the bid closing date upon written request from PWGSC. The Bidder must ensure that the required pre-award samples is manufactured in accordance with the technical requirement and is fully representative of the bid submitted. Rejection of the pre-award sample will be the basis for declaring the bid non-responsive. The Bidder must deliver the required pre-award samples at no charge to Canada and must ensure that they are received by the Contracting Authority within 4 weeks from request. The samples submitted by the Bidder will remain the property of Canada. Failure to submit the required pre-award samples within the specified time frame or non-conformance of the pre-award samples to the technical requirement will result in the bid being declared non-responsive.

### 2. Basis of Selection

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

## PART 5 - CERTIFICATIONS

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

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

## 1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Offerors must submit as part of their offer, by Request for Standing Offers closing date:

(a) a complete list of names of all individuals who are currently directors of the Offeror;

(b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

## 2. 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 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 over \$25,000 and below \$200,000

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;

(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.



## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

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

#### **2. Standard Clauses and Conditions**

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

##### **2.1 General Conditions**

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

##### **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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". 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: **wst-pa-sk@tpsgc-pwgsc.gc.ca**

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.

### **3. Term of Standing Offer**

#### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of standing offer issue to 30 November 2013.

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## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Wayne Mack  
Supply Specialist  
Public Works and Government Services Canada  
910 - 410, 22nd Street East  
Saskatoon, SK  
S7K 5T6  
Telephone: (306) 975-4004  
Facsimile: (306) 975-5397  
E-mail address: wayne.mack@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.

### 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 Offeror's Representative

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

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

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

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

## 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : Correctional Services Canada, CORCAN, Saskatchewan Penitentiary, Prince Albert, SK.

## 6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic version.

**7. 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).

**8. Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-07-16), General Conditions - Goods (Medium Complexity)
- e) Annex "A" Requirement
- f) Annex "B" Basis of Payment
- g) Annex "C" Standing Offer Usage Report
- h) the Offeror's offer dated \_\_\_\_\_

**9. Certifications****9.1 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.

**10. 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 Saskatchewan.

**B. RESULTING CONTRACT CLAUSES**

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

**1. Requirement**

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

**2. Standard Clauses and Conditions****2.1 General Conditions**

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

Section 16 Interest on Overdue Accounts, of 2010A (2012-07-16), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards at point of sale.

**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****4.1 Basis of Payment**

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 for a cost of \$ \_\_\_\_\_ (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 Limitation of Price**

SACC Manual clause C6000C (2011-05-16), Limitation of Price

**4.3 Method of Payment**

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

**4.4 SACC Manual Clauses**

SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

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

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### **5. Invoicing Instructions**

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

2. Invoices must be distributed as follows:

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

#### **6. Insurance**

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

#### **7. SACC Manual Clauses**

A9068C

Site Regulations

2010-01-11

B7500C

Excess Goods

2006-06-16

### Annex "A" - Requirement

To supply fabric, drill in accordance with Annex "A" - Requirement, Annex "B" - Basis of Payment; Annex "C" - Standing Offer Usage Report, for Correctional Services Canada, CORCAN, Riverbend Institution, Prince Albert, SK, as and when requested, during the period of the Standing Offer from date of Standing Offer issue to 30 November 2013 inclusive. It is desirable that delivery be complete within 6 weeks after receipt of call-up and **mandatory within 8 weeks after receipt of call-up.**

The majority of the product to be ordered would be spruce green and navy. Exact quantities of each colour are not known until CORCAN receives orders for production. The fabric is used to make coveralls. Very little would be white as it is only used for pocket material.

A definitive minimum quantity per call-up can not be provided. However since the white colour is used for pockets only, most of the call-ups for white will be under 1,000 metres at a time. The blue and the spruce green are used for coveralls and most of the call-ups for these 2 colours will be over 1,000 metres at a time. The quantities per call-up depends on the orders that Correctional Services Canada receives from its clients.

A pentone colour code is not available for any of the colours. Bidders are to quote a product that is in accordance with the specifications detailed herein. Samples are only available after contract award and will be used for colour matching purposes only.

One price for all colours is required.

#### Compliance Index:

Attach a separate appendix to your proposal indicating Whether and How your product meets or exceeds each point in the specifications in Annex "B", items (a) to (k) inclusive and provide complete specifications and descriptive and/or technical literature to illustrate your statement.

Bidders should address each paragraph of the Specifications on a point by point basis.

#### For example:

a) 3 colours required: spruce green, navy and white. (Sample available after Standing Offer issue for colour matching)

**Bidder Response:** "Compliant. We are offering 3 colours as above and will match colour to sample."

b) 65% polyester, 35% cotton

**Bidder response:** "Compliant. Our product is 65% polyester, 35% cotton"

and so on, throughout the complete specification in Annex "B".

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Comments should be made on all points under the Basis of Payment, items (a) to (k) inclusive, e.g. "compliant" or "non-compliant" followed by as much detail as possible. It will be to your advantage to furnish as much detail as possible to support your comments and your claims of compliance for each specification. Reference the page number and highlight the specification in your technical literature that supports your compliance. If there is no technical literature to support a specification, you should indicate so.

The Crown is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Bidders should note that failure to be able to demonstrate any capability to which they claim compliance will result in their proposal being considered non-responsive. Canada reserves the right to reject any bid which does not comply with this solicitation. Any deviation is to be clearly identified and supported with full details.

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**Annex "B" - Basis of Payment**

All prices are Goods and Services Tax or the Harmonized Sales Tax excluded. Quantities are estimated and are for evaluation purposes only and will not form part of any resultant Standing Offer

1) 25,000 metres - Fabric, Drill in accordance with the following specifications:

- a) 3 separate colours required (1 colour per piece of fabric): spruce green, navy and white. (Sample available after Standing Offer issue for colour matching)
- b) 65% polyester, 35% cotton
- c) durable press finish
- d) minimum weight 245 grams per m2
- e) Minimum width: 64"
- f) Rolls must be no less than 100 metres and no more than 200 metres in length
- g) fabric to be free of imperfections
- h) All material being supplied must be within a 5% colour variation
- i) warp and weave counts: minimum 80 x 42 per square inch finished. Therefore the minimum thread count is 122
- j) A 5% variance is acceptable on the quantity
- k) Polyvinyl acetate to be no more than 2% of the finish bath

\$ \_\_\_\_\_/metre



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### Annex "C" - Standing Offer Usage Report

Return to:

Email: PA-SK@pwgsc.gc.ca

Quarterly Usage Report Schedule:

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.

#### REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:

STANDING OFFER NO:

DEPARTMENT OR AGENCY:

REPORTING PERIOD:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

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

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE:

DATE: