

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

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

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

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Title - Sujet Floor Repairs	
Solicitation No. - N° de l'invitation W4M00-14C433/A	Date 2014-07-11
Client Reference No. - N° de référence du client W4M00-14C433	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-207-9066
File No. - N° de dossier WPG-4-37006 (207)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-08-25	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Parker, LaVona	Buyer Id - Id de l'acheteur wpg207
Telephone No. - N° de téléphone (204)984-2351 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 17 WING WCEO CONTRACTS/SUPPLY BLDG 100 WESTWIN Manitoba R3J0T0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

W4M00-14C433/A

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

W4M00-14C433

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-4-37006

Buyer ID - Id de l'acheteur

wpg207

CCC No./N° CCC - FMS No/ N° VME

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TITLE Floor Repairs

PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 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 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, the Basis of Payment, and any other annexes.

2. Summary

To Supply all labor, material, equipment, tools, transportation and supervision necessary to repair and replace various floor finishes for the Department of National Defence (DND) Winnipeg, Manitoba as required and as detailed in the Statement of Work. The period of the Standing Offer (SOA) will be from date of issuance (approximately October 1, 2014) to September 30, 2016 with the option to extend for an additional one (1) year period.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. For more information on personnel and organization security screening or security clauses, offerors should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website. ”

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

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

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.

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. 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, 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) (<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 (2014-03-01) 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

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. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a

time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

5. 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 Manitoba.

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 (2 hard copies)

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;
- (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.

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:

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

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

- (a) Ability to provide the services as outlined in Annex A- Statement of Work
- (b) Provision of pricing as outlined in Annex B – Basis of Payment

1.2 Financial Evaluation

1.2.1 Refer to Annex B – Basis of Payment

2. Basis of Selection

2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions [2006](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - SECURITY REQUIREMENTS

1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, offerors should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Security Requirement

2.1 The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

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 (2014-03-01) 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 "E ". 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: October 1 to December 31;

2nd quarter: January 1 to March 31;

3rd quarter: April 1 to June 30;

4th quarter: July 1 to September 30.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer issuance to September 30, 2016.

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 one (1) year period 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 fifteen (15) days before 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:

Name: LaVona Parker
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 100-167 Lombard Avenue
Winnipeg, MB R3B 0T6

Telephone: 204-984-2351
Facsimile: 204-983-7796
E-mail address: Lavona.parker@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.

5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: To be determined
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.

5.3 Offeror's Representative

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

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

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Department of National Defence.

8. 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*.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ to be determined (Applicable Taxes included).

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$ to be determined** 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 3 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.

11. 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 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2014-03-01) General Conditions-Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) Annex E, Standing Offer Usage Report;
- j) the Offeror's offer dated _____.

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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.

13. 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 Manitoba.

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

2010C (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2014-03-01), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

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 \$ _____. Customs duties are included and Applicable Taxes are extra.

5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **To Be Determined**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Single Payment

SACC *Manual* clause [H1000C](#) (2008-05-12) Single Payment

5.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6. 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.

All invoices submitted for payment shall be accompanied by the PWGSC 942 Form (Call-up Against a Standing Offer)

Each invoice must be supported by:

- a. A breakdown of rates of pay for each tradesperson;
- b. An itemized list of materials used, by cost, shall be shown on all invoices submitted for payment;
- c. Extended total;
- d. Goods and Services Tax (GST) shall be shown as a separate item;
- e. Where a sub-Contractor is involved, a copy of the Sub-Contractors paid invoice shall accompany the invoice against the requisition.

Note: Invoices submitted for payment against this contract that are not properly identified will be returned to the Offeror for proper annotation before certification for payment is made.

2. Invoices must be distributed as follows:

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

7. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. SACC Manual Clauses

B7500C

Excess Goods

(2006-06-16)

ANNEX "A"
STATEMENT OF WORK

DEPARTMENT OF NATIONAL DEFENCE
SPECIFICATION
STANDING OFFER AGREEMENT (SOA)
REPAIR/REPLACEMENT OF FLOOR FINISHES
17 WING, MANITOBA

1 SITE OF WORK

.1 17 Wing, Winnipeg, Manitoba

.1 All buildings.

.2 Satellites

.1 Minto Armoury, 969 St Matthews Ave, Winnipeg, Manitoba.

.2 McGregor Armoury, 551 Machray Ave, Winnipeg, Manitoba.

.3 HMCS CHIPPAWA, 51 Navy Way, Winnipeg, Manitoba.

2 SCOPE OF WORK

.1 General

The work under this SOA comprises the furnishing of all labour, materials, tools, equipment, transportation and supervision necessary to complete all flooring work as herein specified on an "as and when requested basis".

.2 Work Included

.1 Preparation of floor surfaces, ie the moving of furniture and the like.

.2 Supply and installation of adhesive and resilient floor sheeting, carpeting, hardwood flooring and vinyl composite tile.

.3 Supply and installation of adhesive and rubber cove base.

2 SCOPE OF WORK (cont'd)

- .4 Supply and installation of adhesive and stair treads.
- .5 Supply and installation of heat weld. Heat seam weld rod for sheet goods.
- .6 Removal of plywood or particle board underlay.
- .7 Supply and installation of plywood or particle board.
- .8 Supply and installation of adhesive and rubber stair nosing.
- .9 Removal and replacement of registers and the like.
- .10 Adjust/trim doors as required - minimum clearance of 6.35 mm.
- .11 Replace all existing quarter round with new quarter round and prime/paint to match existing colour.
- .12 Painting of new wood moulding with Flat White Primer/paint to match existing colour as requested.
- .13 Removal of toilet and reinstall with new wax seal.
- .14 Re-finishing of hardwood flooring.

3 POST ISSUANCE MEETING

After issuance of SOA, the Offeror must visit the Service Site Authority to be given job instructions.

4 PROTECTION

- .1 The Offeror shall be responsible for repairing any and all damage caused by movement of equipment or materials during the execution of the work. Repairs shall be considered complete on approval by the Engineer.
- .2 All work must be performed in accordance with local, municipal or provincial safety regulations.
- .3 Smoking prohibitions and other posted signs must be strictly adhered to by all workers.

5 MATERIALS

- .1 must match existing or will be specified.
- .2 Adhesives

Adhesives for tiles, sheeting, base, treads, and nosing must be as recommended by the manufacturer of the product for applicable conditions. All adhesives must be of the waterproof type that will not dissolve in water or be

affected by dampness and be solvent free. Weld rod for doing seams in sheet goods must be as recommended by manufacturer.

.3 Colours and Patterns

- .1 Colours of resilient floor tiles and sheeting must be as directed by the Engineer.
- .2 Colour or rubber base must be as stated by Engineer.
- .3 Colour of stair treads and stair nosing must be as directed by the Engineer.

.4 Samples

- .1 Samples of resilient floor tiles, sheeting, cove base, stair treads and stair nosing must be submitted for approval before work is started.
- .2 Samples must be labeled stating colour, gauge, and manufacturer's name.

.5 Underlay

- .1 Plywood must be Douglas Fir, selected sheathing grade, thickness as specified complying with CSA 0121-1969. Alternate underlay will be mat formatted wood particle board 9 mm thick.

.6 Nails/Screws

- .1 must be for underlay flooring - 30 mm length minimum.

.7 Mouldings

- .1 New wood mouldings must match existing moulding size, wood type, paint color or stain.
- .2 Metal mouldings must be of design, size and thickness as specified by the Engineer.

6 WORKMANSHIP

- .1 All work performed must be done in a professional manner by tradespeople skilled in their trade.
- .2 All work must be done to the complete satisfaction of the Engineer.
- .3 Largest size material to be used to minimize number of seams and where seams are required to be sealed using manufacturers' specified products.

7 NOTIFICATION AND TIME LIMITED

- .1 The Offeror must accept all calls for work from the Engineer or the Engineer's authorized representative. Requests for work will be confirmed in writing on form DSS 942 (Requisition on SOA).
- .2 After notification of work to be done, work will commence within 48 hours upon receipt of materials; the Offeror shall work diligently to complete the work as directed.
- .3 All work shall be carried out during normal Department of National Defence (DND) hours which are from 0730 through to 1600 hours, Monday through Friday, excluding holidays. There maybe a requirement to have the Offeror work evening and weekend.

8 RESPONSIBILITIES

- .1 The Offeror must provide daily work sheets showing start and completion times of each job performed against this SOA.
- .2 Work sheets must be signed by the Engineer or the Engineer's representative on site and must be submitted with each invoice forwarded for payment.
- .3 The Offeror shall submit up-to-date flooring samples and notify Engineer when existing samples have been discontinued to readily unavailable.

9 SAFETY REQUIREMENTS

- .1 General. The Offeror will be responsible to take all necessary steps to protect personnel (workers, visitors, general public) and property from any harm during the course of the SOA.
- .2 Construction Safety Measures. Observe and enforce construction safety measures required by the latest edition of the National Building Code of Canada, Provincial Government, Workers Compensation Board and Municipal Statutes and Authorities.
 - .1 In event of conflict between any provisions of above authorities, the authority having jurisdiction shall prevail.
- .3 Work Procedures and Equipment. Work procedures and equipment:
 - .1 All work procedures and equipment will be in accordance with legislated standards.
 - .2 A "Hot Work" permit is required for any hot work such as welding, cutting, or brazing in any area on Base. Hot Work permits are issued and controlled by the Wing Fire Chief.

- .4 Barricades. Barricade work sites.
- .5 Unguarded Work Sites. When work sites are left unguarded, especially overnight, powered equipment must be left at zero energy potential, material must be safely positioned and stacked, and portable ladders leading to elevated work platforms removed and secured.
- .6 Lockout Procedure. When persons would be placed at risk should the facility, machine or equipment become energized or move during inspection, maintenance, or repair, lockout procedures are required. Lockouts must be initiated by qualified Department of National Defence (DND) tradespeople although each tradesperson or worker responsible for the job or the equipment/facility will separately lockout.
- .7 Safety Personnel and Responsibility:
 - .1 The Offeror must supply knowledgeable personnel, implement their safety program and ensure that DND and provincial safety and health standards are being complied with.
 - .2 DND shall monitor to ensure safety requirements are met and safety records are properly kept and maintained. Initial disregard for safety standards will cause the SOA to be reviewed and a written record of the review will become part of the SOA document.
 - .3 The Offeror will report to the SOA supervisor and jurisdictional authorities any accident or incident involving contractor, DND or public personnel and/or property arising from the Offeror's execution of work.
- .8 Delay Due to Health and Safety Regulations Infractions:
 - .1 The Offeror will include all provisions of the SOA in any agreement with sub-contractors and hold all sub-contractors equally responsible for safe work performance.
 - .2 If the Offeror is responsible for a delay in the progress of work due to an infraction of legislated health and safety requirements, the Offeror will, without additional cost to DND, work such overtime, acquire and use equipment or material for the execution as deemed necessary in the opinion of the SOA supervisor to avoid delay in the final completion of the work or any operation thereof.
- .9 Fire Safety Requirements. Comply with requirements of Fire Orders and Precautions for Civilian Contractors as issued by the Wing Fire Chief.

- .10 Overloading. No part of the work shall be loaded to the point which will endanger its safety.
- .11 Falsework. Falsework shall conform with CSA S269.1-1975, National, Provincial and/or Local codes and by-laws, governing this type of work.
- .12 Solvent and Adhesives. Take suitable fire precautions. Smoking is not permitted in working area. Use in well ventilated areas only. Do not dispose of volatile wastes, paint thinners, etc, in storm or sanitary sewers.

10 HAZARDOUS MATERIALS

- .1 Material Safety Data Sheets must be provided to the Wing Construction Engineering Officer for any controlled product being brought onto 17 Wing.

11 SECURITY REQUIREMENT

The Offeror will be required to supply the names of all employees that will require access to 17 Wing and its associated units to the Engineer upon award of this SOA and on a regular basis as employees change. The Offeror and its employees working in areas deemed "Restricted" will be required to hold Enhanced Reliability Status. The Offeror must also conform to security provisions as set out by Public Works and Government Services (PWGSC) and the Security Requirements Check List (SRCL).

12 CLEAN UP

The Offeror shall keep the job site clean and tidy during work and thoroughly clean up and remove all debris on completion of work day.

ANNEX "B"

BASIS OF PAYMENT

It is **MANDATORY** that Offerors submit firm prices/rates for the period of the proposed Standing Offer and for the option period for **ALL** items listed hereafter. Rates must include all costs associated with providing the service in accordance with the statement of Work at Annex A. **No charges will be allowed for travel.** GST, if applicable is not included and is to be shown as a separate item on any resulting invoice. **This section, when completed, will be considered as the Offeror's financial offer.**

Offerors shall provide offers as per the unit requested. It is the responsibility of the Offeror to provide conversion to the unit of issue requested. Failure to do so may render the offer non-responsive without further consideration.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing shall prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the Offeror's offer shall be changed to reflect the quantities stated in the document.

The quantities below are provided for evaluation purposes only.

Note 1: Laid Down Cost is defined as the cost incurred by a vendor to acquire a specified product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excluded sales taxes.

Mark-Up is defined as the difference between the vendor's laid down cost for a product or service and the resale price to the government (exclusive of sales taxes) consisting of the cost of necessary services, applicable overhead and profit.

Note 2: Actual hours worked will be prorated to the nearest quarter hour (15 minutes).

Note 3: Regular Working Hours are defined as Monday to Friday 07:30 – 16:00 hours (excluding statutory holidays).

Standing Offer Period: Date of Issuance to September 30, 2016. Firm Unit Pricing, GST extra, FOB destination.					
Item	Description	Est. Qty	Unit of Issue	Unit Price	Ext. Price
A	General Services – including all labour, supervision, material and equipment				
1	Adjust/Trim doors	50	each	\$	\$
2	Disconnect and reconnect toilet with new wax seal	10	each	\$	\$
3	Supply and Install rubber cove base	400	m	\$	\$
4	Labour during regular working hours - including furniture moving, carpet/flooring/sub-flooring repair etc.	100	Hour	\$	\$
5	Labour outside regular working hours – including furniture moving, carpet/flooring/sub-flooring repair etc.	30	hour	\$	\$
6	Materials/Replacement Parts (except free issue) shall be charged at the Offeror's laid down cost plus a mark – up of _____% not to exceed the manufacturer's suggested retail price. Cost must be supported by copies of the Offeror's paid invoices being submitted with invoice to DND (estimated usage \$50,000).				
B	Services related to flooring- including all labour supervision, material and equipment				
1	Removal of existing floor covering (other than asbestos backing)	1900	m ²	\$	\$
2	Removal and replacement of underlay (stapled)	400	m ²	\$	\$
3	Removal and replacement of underlay (glued)	400	m ²	\$	\$
4	Supply and install quarter round	250	m ²	\$	\$
5	Supply and Installation of seam welding rod for sheet goods	400	m ²	\$	\$
C	Supply and Installation of floor tile – including all labour, supervision, material and equipment (Armstrong Exceleon Standard or equal)				
1	50 m ² and under	300	m ²	\$	\$
2	Over 50 m ²	400	m ²	\$	\$
D	Supply and Installation of Sheet Goods 50 m² and under – including labour, supervision, material and equipment.				
1	Magna Mica Flec – 2mm PVC Seamless Vinyl 6' wide or equal	1000	m ²	\$	\$
2	Commercial Vinyl Flooring – 12' wide or equal	100	m ²	\$	\$
3	Commercial Vinyl Flooring – Congoleum Flor-Ever 12' wide or equal	200	m ²	\$	\$
E	Supply and Installation of Sheet Goods over 50 m² squared – including all labour, supervision, material and equipment				
1	Magna Mica Flec – 2mm PVC Seamless Vinyl 6' wide	1000	m ²	\$	\$
2	Commercial Vinyl Flooring –	100	m ²	\$	\$

	12' wide				
3	Commercial Vinyl Flooring – Congoleum Flor-Ever 12" wide	200	m ²	\$	\$
F	Services related to Carpet – including all labour, supervision, material, and equipment				
1	Inspection and preparation of the area to be carpeted, including removal of old carpet.	500	m ²	\$	\$
2	Install metal edging	200	m ²	\$	\$
3	Install wood moulding	40	m ²	\$	\$
G	Supply and Installation of Carpet and Underlay – including all labour, supervision, material and equipment.				
1	20 oz level loop carpeting	240	m ²	\$	\$
2	28 oz level loop carpeting	260	m ²	\$	\$

Option Period: October 1, 2016 to September 30, 2017 Firm Unit Pricing, GST extra, FOB destination.					
Item	Description	Est. Qty	Unit of Issue	Unit Price	Ext. Price
A	General Services – including all labour, supervision, material and equipment				
1	Adjust/Trim doors	50	each	\$	\$
2	Disconnect and reconnect toilet with new wax seal	10	each	\$	\$
3	Supply and Install rubber cove base	400	m	\$	\$
4	Labour during regular working hours - including furniture moving, carpet/flooring/sub-flooring repair etc.	100	Hour	\$	\$
5	Labour outside regular working hours – including furniture moving, carpet/flooring/sub-flooring repair etc.	30	hour	\$	\$
6	Materials/Replacement Parts (except free issue) shall be charged at the Offeror's laid down cost plus a mark – up of ____% not to exceed the manufacturer's suggested retail price. Cost must be supported by copies of the Offeror's paid invoices being submitted with invoice to DND (estimated usage \$50,000).				
B	Services related to flooring- including all labour supervision, material and equipment				
1	Removal of existing floor covering (other than asbestos backing)	1900	m ²	\$	\$
2	Removal and replacement of underlay (stapled)	400	m ²	\$	\$
3	Removal and replacement of underlay (glued)	400	m ²	\$	\$
4	Supply and install quarter round	250	m ²	\$	\$
5	Supply and Installation of seam welding rod for sheet goods	400	m ²	\$	\$
C	Supply and Installation of floor tile – including all labour, supervision, material				

	and equipment (Armstrong Exceleon Standard or equal)				
1	50 m ² and under	300	m ²	\$	\$
2	Over 50 m ²	400	m ²	\$	\$
D	Supply and Installation of Sheet Goods 50 m² and under – including labour, supervision, material and equipment.				
1	Magna Mica Flec – 2mm PVC Seamless Vinyl 6' wide or equal	1000	m ²	\$	\$
2	Commercial Vinyl Flooring – 12' wide or equal	100	m ²	\$	\$
3	Commercial Vinyl Flooring – Congoleum Flor-Ever 12' wide or equal	200	m ²	\$	\$
E	Supply and Installation of Sheet Goods over 50 m² squared – including all labour, supervision, material and equipment				
1	Magna Mica Flec – 2mm PVC Seamless Vinyl 6' wide	1000	m ²	\$	\$
2	Commercial Vinyl Flooring – 12' wide	100	m ²	\$	\$
3	Commercial Vinyl Flooring – Congoleum Flor-Ever 12" wide	200	m ²	\$	\$
F	Services related to Carpet – including all labour, supervision, material, and equipment				
1	Inspection and preparation of the area to be carpeted, including removal of old carpet.	500	m ²	\$	\$
2	Install metal edging	200	m ²	\$	\$
3	Install wood moulding	40	m ²	\$	\$
G	Supply and Installation of Carpet and Underlay – including all labour, supervision, material and equipment.				
1	20 oz level loop carpeting	240	m ²	\$	\$
2	28 oz level loop carpeting	260	m ²	\$	\$

Standing Offer Agreement Period Total \$ _____

Option Period Total \$ _____

Total Evaluated Offer \$ _____

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

See attached PDF

ANNEX D

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

**Annex E
Standing Offer Usage Report**

Return to:

ATTN.: LaVona Parker
 Public Works and Government Services Canada
 Acquisitions Branch
 Facsimile: (204) 983-7796
 Telephone: (204) 984-2351
 Email: Lavona.parker@pwgsc-tpsgc.gc.ca

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: