



Solicitation No. - N° de l'invitation

W2585-153742/A

Amd. No. - N° de la modif.

File No. - N° du dossier

STN-5-38024

Buyer ID - Id de l'acheteur

stn202

CCC No./N° CCC - FMS No/ N° VME

W2585-153742

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	3
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS .....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	6
2.5 APPLICABLE LAWS.....	6
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>8</b>
3.1. OFFER PREPARATION INSTRUCTIONS.....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	10
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	11
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION 11	
<b>PART 6 - INSURANCE REQUIREMENTS .....</b>	<b>13</b>
6.1 INSURANCE REQUIREMENTS .....	13
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
<b>A. STANDING OFFER .....</b>	<b>14</b>
7.1 OFFER.....	14
7.2 SECURITY REQUIREMENTS .....	14
7.3 STANDARD CLAUSES AND CONDITIONS.....	14
7.4 TERM OF STANDING OFFER .....	14
7.5 AUTHORITIES .....	15
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	16
7.7 IDENTIFIED USERS.....	16
7.8 CALL-UP INSTRUMENT .....	16
7.9 LIMITATION OF CALL-UPS .....	16
7.10 PRIORITY OF DOCUMENTS .....	16
7.11 CERTIFICATIONS .....	16
7.12 APPLICABLE LAWS.....	16
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>18</b>
7.1 STATEMENT OF WORK.....	18
7.2 STANDARD CLAUSES AND CONDITIONS.....	18
7.3 TERM OF CONTRACT .....	18
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	18
7.5 PAYMENT .....	18
7.6 INVOICING INSTRUCTIONS .....	19

Solicitation No. - N° de l'invitation  
W2585-153742/A  
Client Ref. No. - N° de réf. du client  
W2585-153742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-5-38024

Buyer ID - Id de l'acheteur  
stn202  
CCC No./N° CCC - FMS No./N° VME

---

7.7	INSURANCE REQUIREMENTS .....	19
7.8	SACC MANUAL CLAUSES .....	19
<b>ANNEX "A"</b>	.....	<b>20</b>
	STATEMENT OF WORK .....	20
<b>ANNEX "B"</b>	.....	<b>24</b>
	BASIS OF PAYMENT .....	24
<b>ANNEX "C"</b>	.....	<b>25</b>
	INSURANCE REQUIREMENTS .....	25
<b>ANNEX "D"</b>	.....	<b>29</b>
	STANDING OFFER USAGE REPORT .....	29

## **PART 1 - GENERAL INFORMATION**

### **1.1 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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 6B, 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, Insurance Requirements, the Standing Offer Usage Report and any other annexes

### **1.2 Summary**

The Department of National Defence, Detachment Dundurn, Dundurn, SK has a requirement for the supply of all labour, parts, consumable materials, tools and specialized equipment necessary to inspect as per DND 2027 EME Equipment Inspection Report form, and repair or service light motor vehicles as required for the period of the Standing Offer from date of issuance to October 31, 2016 with two additional one year option years.

Services are to be provided as required during the period of the Standing Offer in accordance with the Statement of Work (Annex A), and terms and conditions detailed/reference in the Request for Standing Offer.

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

### **1.3 Debriefings**

Solicitation No. - N° de l'invitation  
W2585-153742/A  
Client Ref. No. - N° de réf. du client  
W2585-153742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-5-38024

Buyer ID - Id de l'acheteur  
stn202  
CCC No./N° CCC - FMS No./N° VME

---

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**

### **2.1 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](#) (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### **2.1.1 SACC Manual Clauses**

M0019T (2007-05-25), Firm Price and/or Rates

### **2.2 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.

### **2.3 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.

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) 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.

## **2.5 Applicable Laws**

Solicitation No. - N° de l'invitation  
W2585-153742/A  
Client Ref. No. - N° de réf. du client  
W2585-153742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-5-38024

Buyer ID - Id de l'acheteur  
stn202  
CCC No./N° CCC - FMS No./N° VME

---

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.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1. Offer Preparation Instructions

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

Section I: Technical Offer (one hard copy)

Section II: Financial Offer (one hard copy)

Section III: Certifications (one 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.

##### 3.1.1 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 \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W2585-153742/A  
Client Ref. No. - N° de réf. du client  
W2585-153742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-5-38024

Buyer ID - Id de l'acheteur  
stn202  
CCC No./N° CCC - FMS No./N° VME

---

- (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.

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

### Section III: Certifications

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

By submitting an offer, the offeror certifies that they are able to perform all of the work as described in Annex A – Statement of Work

#### **4.1.2 Financial Evaluation**

The estimated quantities as shown in Annex “B” are estimated usages, are for evaluation purpose only and will not form part of the final Standing Offer. Actual usage may vary from the amounts shown.

The Firm Unit Price per hour quoted in Annex B – Basis of Payment, for each year, will be multiplied by their respective estimated usage to arrive at a total price per item. The total price per item for all three years will then be added together to arrive at the total Evaluated Price, as follows:

[200 hours X Year One (1) Firm Unit Pricing Item 1.1] + [200 hours X Option Year One (1) Firm Unit Pricing Item 2.1] + [200 hours X Option Year Two (2) Firm Unit Pricing Item 3.1] = evaluated price

### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

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

#### **5.2.1 Integrity Provisions – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 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

Solicitation No. - N° de l'invitation  
W2585-153742/A  
Client Ref. No. - N° de réf. du client  
W2585-153742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-5-38024

Buyer ID - Id de l'acheteur  
stn202  
CCC No./N° CCC - FMS No./N° VME

---

([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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.

Solicitation No. - N° de l'invitation  
W2585-153742/A  
Client Ref. No. - N° de réf. du client  
W2585-153742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-5-38024

Buyer ID - Id de l'acheteur  
stn202  
CCC No./N° CCC - FMS No./N° VME

---

## **PART 6 - INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, 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.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

7.2.1 There is no security requirement applicable to this Standing Offer.

#### **7.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **7.3.1 General Conditions**

[2005](#) (2015-09-03), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 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". 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 thirty (30) calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from Date of Issuance to October 31, 2016 inclusive.

##### **7.4.2 Extension of Standing Offer**

Solicitation No. - N° de l'invitation  
W2585-153742/A  
Client Ref. No. - N° de réf. du client  
W2585-153742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-5-38024

Buyer ID - Id de l'acheteur  
stn202  
CCC No./N° CCC - FMS No./N° VME

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Meagan Kowal  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch - Western Directorate  
Government of Canada Building  
101 22<sup>nd</sup> Street East, Suite 110  
Saskatoon, SK  
S7K 0E1

Telephone: 306-241-1169  
Facsimile: 306-975-5397  
E-mail address: meagan.kowal@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.

### 7.5.2 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.

### 7.5.3 Offeror's Representative (To be completed by bidder)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

## 7.6 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.

## 7.7 Identified Users

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

## 7.8 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.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00(Applicable Taxes included).

## 7.10 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](#) (2015-09-03) General Conditions - Standing Offers - Goods or Services
- d) The general conditions [2010C](#) (2015-09-03), General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report
- i) The Offeror's offer dated \_\_\_\_\_ TBD

## 7.11 Certifications

### 7.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

## 7.12 Applicable Laws

Solicitation No. - N° de l'invitation  
W2585-153742/A  
Client Ref. No. - N° de réf. du client  
W2585-153742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-5-38024

Buyer ID - Id de l'acheteur  
stn202  
CCC No./N° CCC - FMS No./N° VME

---

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.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010C](#) (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2015-09-03), General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

### **7.4 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

### **7.5 Payment**

#### **7.5.1 Basis of Payment – Firm Unit Prices**

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 \$ TBD at call up. Customs duties are included and Applicable Taxes are extra.

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.

#### **7.5.2 Single Payment**

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

#### **7.5.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204-Direct Request by Customer Department  
C0710C (2007-11-30), Time and Contract Price Verification  
C0711C (2008-05-12), Time Verification

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

To be determined

#### **7.6 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.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **7.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. 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

#### **7.8 SACC Manual Clauses**

A9062C (2011-05-16), Canadian Forces Site Regulations  
A9039C (2008-05-12), Salvage  
A9006C (2012-07-16), Defence Contract

## ANNEX "A"

### STATEMENT OF WORK

The Department of National Defence, Detachment Dundurn, Dundurn, SK has a requirement for the supply of all labour, parts, consumable materials, tools and specialized equipment necessary to inspect as per DND 2027 EME Equipment Inspection Report form, and repair or service light motor vehicles as required for the period of the Standing Offer.

#### Organization of Statement of Work

This Statement of Work contains two sections. Section 1 provides general information for interested bidders. Section 2 provides details on the scope of work to be carried out and consumable materials to be supplied by the successful bidder.

#### Section 1: General Information for Bidders

##### 1.1 General Requirements

To provide all labour, parts, consumable materials, tools and specialized equipment necessary to inspect as per DND 2027 EME Equipment Inspection Report form, and repair or service light motor vehicles for Department of National Defence as required during the period of the Standing Offer Agreement.

DND 2027 EME Equipment Inspection Report form will be provided to the Contractor upon award.

The qualified bidder will employ licensed mechanics and hold current liability insurance throughout the term of the Standing Offer Agreement.

Qualified will be defined as follows: Bidders who operate an automotive service garage, with the majority of work performed by the business as service, maintenance and repairs to motor vehicles such as cars and light truck that are under 3 tonnes.

##### 1.2 Qualifications

Maintenance and repair work to be performed by licensed automotive mechanics or apprentice automotive mechanics under the supervision of a licensed automotive mechanic.

##### 1.3 Replacement Parts

1.3.1 All replacement parts will be new. Used parts are not acceptable.

1.3.2 Replacement parts will be Original Equipment from Manufacturer (OEM) when and where required.

1.3.3 When OEM parts are not available or aftermarket parts are more reasonably priced and basically equivalent, the Contractor will price aftermarket new parts. Good quality aftermarket parts from suppliers

will be acceptable however the Project Authority must approve all replacement parts where the original equipment is not available or deemed too expensive by the Project Authority.

#### 1.4 Vehicle Turn Around Time

Turnaround time for repairing and servicing vehicles, minor 24 hours, major 48 hours or as authorized by Project Authority.

#### 1.5 Responsibility for Vehicle Keys

The Contractor will be assigned one (1) set of clearly marked keys per vehicle to allow the Contractor to pick up vehicles for service and repairs. The key sets will be the responsibility of the Contractor, maintained at their site in a safe lock up cabinet. The Project Authority will maintain a vehicle set and a spare set of keys per vehicle on site.

The Contractor will notify the Project Authority immediately if any key sets are lost or stolen from the Contractors premises.

When a vehicle is returned to the site after service or repairs, the Contractor will park the vehicle in the carport area, completely lock the vehicle and take the set of keys back to the service garage.

#### 1.6 Motor Vehicle Fleet Maintenance Records

1.6.1 The Contractor will maintain a file of all work done on each individual vehicle for the term of the Standing Offer Agreement. This file can be electronic in nature or in hard copy format. The project authority can view these files upon request at anytime during the period of the SOA.

#### 1.7 Motor Vehicle Maintenance Scheduling

1.7.1 Unless a time period or mileage interval has been indicated on the DND 2027 form, the recommended OEM maintenance schedule will be followed for each vehicle.

1.7.2 Vehicles having specialized maintenance requirements such as diesel engine equipped pickup trucks will be serviced and maintained as outlined by the OEM recommendations and odometer readings.

1.7.3 The Contractor will only proceed with additional work upon written authorization by the Project Authority.

#### 1.8 Issue of Cost Quotation

1.8.1 Where a cost quotation has been submitted by the Contractor and accepted by the Project Authority, fully and completed work or service will be provided at a cost no greater than 100% of quotation.

1.8.2 Cost quotations will be submitted by the Contractor in electronic format, which will be defined as e-mail from the Contractor to the Project Authority. Faxed copies are acceptable.

#### 1.9 Vehicle Air Conditioning System

The Contractor will annually, for each fleet vehicle, inspect and service the vehicles Air Conditioning System. The Contractor will then provide the Project Authority with a maintenance record of this specific work. Hard copy is preferred.

Department of National Defence along with other Federal Departments are required to maintain records of all service and repairs done to any Air Conditioning or Refrigeration System owned and operated by the Federal Department.

Electronic records or hard copies should include but are not limited to the following information:

- 1.9.1 Whenever a motor vehicle system is inspected and leak checked or annual mandatory inspection.
- 1.9.2 Contractor to attach Ozone Depleting substance Emission Control Tags where necessary and to meet any applicable code requirements.
- 1.9.3 When a system's charge is lost, the leak must be repaired, the system leak checked and the system recharged and information recorded.
- 1.9.4 When a system is taken out of service for any reason, refrigerant is to be removed and stored in appropriate cylinders for either recycling or reuse.
- 1.9.5 Always record the amount of refrigerant charge when charging a system on the maintenance record.
- 1.9.6 Air conditioning systems are not to be topped up with refrigerant, the leak is to be found and repaired before recharging the system.

#### 1.10 Disposal of Waste Materials

Dispose of waste materials considering Good Practices and Environmental Laws governing the disposal or recycling of such waste materials.

Disposal of waste materials such as tires, antifreeze, used engine oil and filters, transmission fluid, brake fluid, differential lubricants, electronic components, batteries, scrap metals and other waste associated with motor vehicle repair and maintenance will become the property and responsibility of the Contractor.

Environmental charges will be identified as a separate line item on all quotations and invoicing records.

#### 1.11 Records and Quotation

When issuing work completed records and quotations to the Project Authority all items in 1.11.1 will be shown on the electronic document in line item format complete with extended pricing.

1.11.1 One (1) hard copy document outlining the work completed by the Contractor, associated labour, parts and materials, any applicable environmental charges and taxes.

1.11.2 This hard copy document will only be used for tracing vehicle maintenance and expenses, it is not an invoice.

### Section 2: Scope of Work

#### 2.0 Scope of Work

The extent of work to be performed during the course of the Standing Offer Agreement will be determined by such factors as availability of funds, number of vehicles in the fleet requiring periodic maintenance and the number of vehicle break down. The following will form a major part of the Contractor's requirement.

#### 2.1 Damage to Vehicles

Any Damage to any part of a vehicle should be reported to the Project Authority as soon as possible. It is suggested that DND personnel and the Contractor perform a vehicle walk around before leaving the site when picking up a vehicle.

#### 2.2 Additional Work

When any vehicle is in for service or during inspection, the Contractor finds additional work that required immediate attention, the Contractor will follow the following protocol:

2.2.1 The Contractor will notify the Project Authority before commencing work on additional repairs with a cost of \$150 plus GST or more.

2.2.2 The Contractor will provide a quotation for the additional work in electronic format and by fax.

2.2.3 The Contractor will not proceed with any additional repairs without electronic mail or fax confirmation by the Project Authority.

**ANNEX "B"**

**BASIS OF PAYMENT**

- \* Applicable taxes are to be excluded from the prices quoted herein \*
- \* Applicable taxes will be added as a separate item on the invoice, if applicable \*

All-inclusive FOB Destination price for the provision of all but not limited to labor, material, equipment, supervision and expertise to perform the work in accordance with Annex "A" – Statement of Work:

**1. YEAR ONE (Issuance of Standing Offer to October 31, 2016):**

Item	Est. Quantity (For Evaluation Only)	Firm Unit Pricing
1.1 Labour, during regular working hours (Monday to Friday)	200 hrs	\$ _____/Hour
1.2 Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of		_____ %

**2. OPTION YEAR ONE (November 1, 2016 to October 31, 2017):**

Item	Est. Quantity (For Evaluation Only)	Firm Unit Pricing
2.1 Labour, during regular working hours (Monday to Friday)	200 hrs	\$ _____/Hour
2.2 Material & Replacement Parts (except free issue) At Manufacturer' list prices less a discount of		_____ %

**3. OPTION YEAR TWO (November 1, 2017 to October 31, 2018):**

Item	Est. Quantity (For Evaluation Only)	Firm Unit Pricing
3.1 Labour, during regular working hours (Monday to Friday)	200 hrs	\$ _____/Hour
3.2 Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of		_____ %

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

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.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**2. Garage Automobile Liability Insurance**

1. The Contractor must obtain Garage Automobile 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 Garage Automobile Liability policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
  - c. 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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Ottawa, Ontario, K1A 0H8*

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**3. Environmental Impairment Liability Insurance**

1. The Contractor must obtain Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: 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.
  - d. 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.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
  - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
  - g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

Solicitation No. - N° de l'invitation  
W2585-153742/A  
Client Ref. No. - N° de réf. du client  
W2585-153742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-5-38024

Buyer ID - Id de l'acheteur  
stn202  
CCC No./N° CCC - FMS No./N° VME

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**For the province of Quebec, send to:**

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Solicitation No. - N° de l'invitation  
W2585-153742/A  
Client Ref. No. - N° de réf. du client  
W2585-153742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-5-38024

Buyer ID - Id de l'acheteur  
stn202  
CCC No./N° CCC - FMS No./N° VME

**ANNEX "D"**

**STANDING OFFER USAGE REPORT**

Return to:

Public Works and Government Services Canada  
Acquisitions Branch  
Facsimile: (306) 975-5397  
Email: wst-pa-sk@pwgsc-tpsgc.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.

SUPPLIER:

STANDING OFFER NO: W2585-153742  
DEPARTMENT OR AGENCY: DND, DUNDURN, SK

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract (GST/HST excluded)
(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: \_\_\_\_\_

SIGNATURE:

DATE: