

Solicitation No. - N° de l'invitation

EC095-150003/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct014

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EC095-150003

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**ANNEX “D” - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS
AND/OR OWNERS OF THE OFFEROR 18**

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; and |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

- | | |
|-----------|-------------------------------|
| Annex A - | Requirement |
| Annex B - | Basis of Payment |
| Annex C - | Reports |
| Annex D - | Listing of Board of Directors |

1.2 Summary

Requesting a Regional Master Standing Offer (RMSO) for the supply and delivery of Highway Salt in bulk by Metric Ton, in accordance with CAN/CGSB-15.9-92 standard to various government departments in New Brunswick and Springhill, Nova Scotia on an "as and when requested" basis for the period from November 1, 2015 to October 31, 2016.

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

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

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](#) (2014/09/25) 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: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25

For your information:

Canadian General Standards Board - Standards

A copy of the CAN/CGSB-15.9-92 referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

(Derived from - Provenant de: B4003T, 2011/05/16)

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.

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

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

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

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 _____

- (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

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 Financial Evaluation

SACC Manual Clause M0222T (2013/04/25), Evaluation of 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

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.

5.1 Certifications Precedent to Issuance of a Standing Offer

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

5.1.1 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.

5.1.2 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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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

6.3 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.

6.3.1 General Conditions

2005 (2014/09/25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

Periodic Usage Reports - Standing Offer

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 "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: November 1 to January 31;
2nd quarter: February 1 to April 30;
3rd quarter: May 1 to July 31;
4th quarter: August 1 to October 31.

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from November 1, 2015 to October 31, 2016.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Charline MacDonald
Title: A/Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
1045 Main Street, Unit 108
Moncton, New Brunswick
E1C 1H1

Telephone: (506) 851-6067
Facsimile: (506) 851-6759
E-mail address: Charline.MacDonald@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

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Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 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.

6.5.3 Offeror's Representative (Offeror please complete)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are:

Correctional Service of Canada, Atlantic Institution in Renous, New Brunswick;
Correctional Service of Canada, Westmorland Institution in Dorchester, New Brunswick;
Correctional Service of Canada, Springhill Institution in Springhill, Nova Scotia
Department of National Defence in Oromocto, New Brunswick; and
Parks Canada, Fundy National Park in Alma New Brunswick.

6.7 Call-up Instrument

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

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$175,000.00 (Applicable Taxes included) 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 three 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.

6.10 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 (2014/09/25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2014/11/27), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment; and
- g) the Offeror's offer dated _____ .

6.11 Certifications

6.11.1 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.

6.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

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.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2014/11/27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2014/11/27), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

Delivery must be made within forty-eight (48) hours from receipt of a call-up against the Standing Offer.

6.4 Payment

6.4.1 Basis of Payment

Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B, Basis of Payment. 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.

6.4.2 Limitation of Price

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

6.4.3 Method of Payment

SACC Reference	Section
H1001C	Multiple Payments

Date
2008/05/12

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6.4.4 SACC Manual Clauses

SACC Reference	Section	Date
C2000C	Taxes - Foreign-based Contractor	2007/11/30

6.4.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

6.4.6 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:

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

6.5 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations <i>(for call-ups made for the Department of National Defence)</i>	2014/06/26
A9068C	Government Site Regulations <i>(for call-ups made for other(s) than the Department of National Defence)</i>	2010/01/11
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

6.6 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Department of National Defence in Oromocto NB; Correctional Service of Canada in Renous NB, Dorchester NB, and Springhill NS; and Parks Canada in Alma NB, Incoterms 2000 for shipments from a commercial contractor.

ANNEX "A" - REQUIREMENT

Requesting a Regional Master Standing Offer (RMSO) for the supply and delivery of **Highway Salt** in bulk by Metric Ton, in accordance with CAN/CGSB-15.9-92 standard to various government Departments and organisations in **New Brunswick** and Springhill, **Nova Scotia**, on an "as and when requested" basis for the period from **November 1, 2015 to October 31, 2016** inclusive. Total estimated usage is **1550 metric tons**.

SPECIAL INSTRUCTIONS & MANDATORY SPECIFICATIONS

1. Supplier MAY NOT substitute items requested without the express consent of the user.
2. Consignee shall request delivery of goods by telephone or facsimile.
3. Itemized prices invoices (3) copies to accompany material.
4. Delivery times will be advised at time of ordering.
5. Standing offer will be for the following delivery locations:

Correctional Services Canada

Atlantic Institution
Renous, NB *(exact delivery point will be given at time of call-up)*

Correctional Services Canada

Westmorland Institution
4902A Main Street
Dorchester, NB E4K 2Y9

Correctional Services Canada

Springhill Institution
330 McGee Street
Springhill, NS B0M 1X0

Department of National Defence

The deliveries MUST be made to Building B-18, Various Shops, PMQ Service Centre or various sites to be determined within the confines of the 5th Canadian Division Support Base Gagetown in Oromocto, NB. Delivery point will be specified when order is placed.

Parks Canada

Fundy National Park
Maintenance Compound
Salt Shed
38 Service Road
Route 114, Alma NB E4H 4Y2

6. Prices must remain constant for the period of the standing offer.
7. Minimum order quantity per delivery to Department of National Defence and Correctional Services Canada will be 32 metric tons; while minimum order quantity to Parks Canada will be of 60 metric tons.
8. Material orders MUST be delivered within two (2) calendar days or 48 hour delivery from time of order.

ANNEX "B" - BASIS OF PAYMENT

NOTE: Quantities are estimates for evaluation purposes only. Orders will be placed on an "as and when requested" basis.

1. Parks Canada (Alma, New Brunswick)					
Item No.	Description	Unit of Issue	Estimated Quantity	Unit Price*	Extended Price
1	Bulk Highway Salt as per CAN/CGSB-15.9-92	Metric Ton	400	\$ _____ / per metric ton	\$ _____

* Unit price must include delivery to Fundy National Park, in Alma, New Brunswick.

2. Department of National Defence (Oromocto, New Brunswick)					
Item No.	Description	Unit of Issue	Estimated Quantity	Unit Price*	Extended Price
1	Bulk Highway Salt as per CAN/CGSB-15.9-92	Metric Ton	500	\$ _____ / per metric ton	\$ _____

* Unit price must include delivery to Department of National Defence, 5th Canadian Division Support Base (CDSB) Gagetown, Building B-18, Oromocto, New Brunswick, at various shops, PMQ Service Centre or various sites to be determined within the confines of CDSB Gagetown. Delivery point will be specified at time of placing the order.

3. Correctional Service of Canada (Renous, New Brunswick)					
Item No.	Description	Unit of Issue	Estimated Quantity	Unit Price*	Extended Price
1	Bulk Highway Salt as per CAN/CGSB-15.9-92	Metric Ton	100	\$ _____ / per metric ton	\$ _____

* Unit price must include delivery to Atlantic Institution of Correctional Service Canada, in Renous, New Brunswick.

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4. Correctional Service of Canada (Dorchester, New Brunswick)					
Item No.	Description	Unit of Issue	Estimated Quantity	Unit Price*	Extended Price
1	Bulk Highway Salt as per CAN/CGSB-15.9-92	Metric Ton	150	\$_____ / per metric ton	\$_____

* Unit price must include delivery to the Westmorland Institution of Correctional Service Canada, in Dorchester, New Brunswick.

5. Correctional Service of Canada (Springhill, Nova Scotia)					
Item No.	Description	Unit of Issue	Estimated Quantity	Unit Price*	Extended Price
1	Bulk Highway Salt as per CAN/CGSB-15.9-92	Metric Ton	400	\$_____ / per metric ton	\$_____

* Unit price must include delivery to Springhill Institution of Correctional Service Canada, in Springhill, Nova Scotia.

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ANNEX "C" - REPORTS

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES FOR HIGH WAY SALT

RETURN TO:

Public Works and Government Services Canada
Acquisitions Branch
Attention: Charline MacDonald
1045 Main Street, Lobby C, Unit 108
Moncton, NB E1C 1H1

OR by e-mail to: Charline.MacDonald@pwgsc-tpsgc.gc.ca

Standing Offer No.: _____ Supplier: _____				
Report for the quarter starting on _____				
Date	Department or Organization	Quantity of Metric Tons	Total value of the call-up	Comment, if applicable
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
GRAND TOTAL:			\$	
Nil report: We did not do any business with the Federal Government during that period.				Check here _____
Prepared by:				
Telephone No.:				
E-mail Address:				
Facsimile No.:				
Signature:				

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This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.