

## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

**Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 405  
Saint John  
New Brunswick  
E2L 2B9**

## 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 Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 405  
Saint John  
New Bruns  
E2L 2B9

<b>Title - Sujet</b> RISO - Garbage Removal, Gagetown	
<b>Solicitation No. - N° de l'invitation</b> W0105-16E022/A	<b>Date</b> 2016-01-10
<b>Client Reference No. - N° de référence du client</b> W0105-16E022	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-020-3788
<b>File No. - N° de dossier</b> PWB-5-38181 (020)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-02-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Donovan, Janine PWB	<b>Buyer Id - Id de l'acheteur</b> pwb020
<b>Telephone No. - N° de téléphone</b> (506)636-5347 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 Engineer Svcs. Unit, BLDG. B-18 5 CDSB GAGETOWN OROMCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



**DEPARTMENT OF NATIONAL DEFENCE  
5 ENGINEER SERVICES SQUADRON  
5 ENGINEER SERVICES UNIT  
5 CDSB GAGETOWN**

**SPECIFICATION**

**STANDING OFFER AGREEMENT  
REMOVAL OF DRY GARBAGE WITHIN 5 CDSB GAGETOWN,  
BASE AND TRAINING AREA AND VARIOUS LOCATIONS IN  
NEW BRUNSWICK  
01 APRIL 2016 TO 31 MARCH 2018**

**Designed by**

**Fire Inspector**

**Project O**

**Engineering O**

**PF No:**

**Job No:** L-G2-9900/1714

**Date:** 2015-09-08

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**END OF SECTION**

## **1 GENERAL**

### **1.01 DESCRIPTION OF WORK**

- .1 The work covered under this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required to remove Dry Garbage from within 5 CDSB Gagetown, Base, Training Area and Various locations in New Brunswick and transport to the Fredericton Solid Waste Commission Sanitary Landfill when requested on Form CF 942, Call-Up Against A Standing Offer, and as specified herein.

### **1.02 DURATION OF CONTRACT**

- .1 This Standing Offer Agreement will extend from 01 April 2016 to 31 March 2018.

### **1.03 ENGINEER**

- .1 The Engineer as defined and stated in this specification will be the Commanding Officer 5 Engineer Services Unit or a designated representative. The address of the Engineer is:
  - Contracts Office
  - 5 Engineer Services Unit
  - Building B18
  - 5 CDSB Gagetown
  - PO BOX 17000 Station Forces Oromocto, N.B.
  - E2V 4J5
  - Tell.(506)422-2677
  - Fax (506) 422-1248

### **1.04 DOCUMENTS REQUIRED**

- .1 Maintain at the job site one copy each of the following:
  - .1 Specifications; and
  - .2 Addenda;
  - .3 Map of the training area; and
  - .4 Range Safety Orders Edition 2015 or newer.
  - .5 Base Fire Orders.

### **1.05 TIPPAGE**

- .1 Tippage fees will be paid by the Contractor and to be included in the price per unit.

### **1.06 CONTRACTOR'S USE OF SITE**

- .1 Work site access will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Do not unreasonably encumber the site with materials or equipment.

### **1.07 SPECIAL CONDITIONS**

- .1 Snow cleaning to allow the Contractor access to the containers will be the responsibility of DND.
- .2 If access to a container on a scheduled day is affected because of a snow storm the container will be picked up the very next day if the container has been cleared out.
- .3 Contractor will empty front load containers owned by DND for the purpose of recycling materials, when the contents is deemed contaminated and unable to be recycled by the Engineer.

### **1.08 EQUIPMENT REGULATIONS**

- .1 Vehicles to be of adequate capacity to handle the volume of units in service at any one time.
- .2 Vehicles to be in good condition, equipped with lights, horn, signal lights, and rear view mirror in accordance with the Motor Vehicle Act of the Province of New Brunswick.
- .3 Vehicles and operators will be licensed in accordance with regulations of the Province of New Brunswick.
- .4 Contractor to ensure adherence by their personnel to DND regulations pertaining to traffic control, parking, and speed limits.
- .5 Training area pass for personnel and vehicles for work in Training Area will be issued by Range Control, building K-69.
- .6 Base policy states when vehicles will be parked, they will be backed into a parking space or risk being towed.

### **1.09 GUARANTEE**

- .1 The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.

### **1.10 CODES AND STANDARDS**

- .1 Perform work and enforce safety measures in accordance with Canadian Labour Code Part 2 and services will be performed in accordance with existing Provincial and Municipal by-laws. The contractor will be responsible for any charges imposed by such regulations and by-laws.
- .2 Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of contract.
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets

acceptable to Human Resources and Skills Development Canada and Health Canada.

- .4 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

#### 1.11 RESPONSIBILITIES

- .1 The Contractor will ensure that containers are maintained in a clean manner, painted, in good condition with proper working lids and free of foul odours.
- .2 DND will not be responsible for Contractor's equipment and the Contractor will carry out all maintenance of containers when instructed by the Engineer.
- .3 DND will not be responsible for any damage to the Contractor's equipment as a result of normal operation.
- .4 Contractor will empty front load containers owned by DND for the purpose of recycling materials, when the contents is deemed contaminated and unable to be recycled by the Engineer.
- .5 Snow cleaning to allow the Contractor access to the containers will be the responsibility of DND.

#### 1.12 EQUIPMENT

- .1 The equipment necessary for this contract will consist of: 3m<sup>3</sup> (4yd<sup>3</sup>), 4.5m<sup>3</sup> (6yd<sup>3</sup>), 6m<sup>3</sup> (8yd<sup>3</sup>), 15m<sup>3</sup> (20yd<sup>3</sup>), 23m<sup>3</sup> (30yd<sup>3</sup>), and 30.5m<sup>3</sup> (40yd<sup>3</sup>) containers supplied by the Contractor.
- .2 Each front load container from 3m<sup>3</sup> (4yd<sup>3</sup>) to 6m<sup>3</sup> (8yd<sup>3</sup>) shall be of the following style:
  - .1 sloping top; and
  - .2 equipped with polyurethane lid and kept in good working condition at all times.
- .3 Each roll off container from 15m<sup>3</sup> (20yd<sup>3</sup>) to 30.5m<sup>3</sup> (40yd<sup>3</sup>) shall be equipped with a back door in good working order.
- .4 Equipment will be inspected by Engineer prior to award.
- .5 All capacities are approximate.
- .6 Contractor to provide Bear proof bins, 6m<sup>3</sup> (8yd<sup>3</sup>) in the RTA, these bins have metal covers secured by bars that secure to the bin and must be removed for dumping, when requested by the Engineer.

#### 1.13 CLEAN UP

- .1 Care will be taken in the handling of garbage containers to prevent damage to site. Containers will be returned to their original locations with lids closed after emptying.
- .2 Contractor to allow provision for the possibility of having to remove frozen

garbage from the containers located at pick-up points.

- .3 In the event of spillage at the site during loading or in transit, the affected area will be cleaned up by the Contractor at their expense to the satisfaction of the Engineer.
- .4 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvage material or equipment from the job site without permission from the Engineer.

#### **1.14 WORK REQUISITION**

- .1 The work to be performed on Form CF 942, Call-Up Against a Standing Offer, when ordered by the Engineer is as follows:
  - .1 The Contractor will provide service during and after regular working hours including Saturdays, Sundays and Holidays;
  - .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times;
  - .3 The Contractor, on receipt of an Acceptance of Tender will be advised by the Engineer in writing, the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.
  - .4 The Contractor will not refuse any call for service by the Engineer and will respond within 24 hours on normal service calls and within 4 hours on emergency service calls.
  - .5 When service is required, the Engineer will notify the Contractor and detail the job. When requested, a written estimate will be provided indicating labour, and material costs in accordance with the Standing Offer Agreement. Service will be requested on CF 942 form, Call-up Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer's or his Representative. One copy of this form will be given to the Contractor.
  - .6 Dry garbage containers will be geographically located throughout the Training Area using the Global Positioning System (GPS). Horizontal coordinate for the collection bin locations will be collected to within 15m of their actual position. Therefore, a Garmin Model #GPS72 12 channel receiver or Magellan Triton 2000 - North America Model 20 channel receiver or an approved equal positioning device with a horizontal accuracy of 15m will be required. The GPS must be able to convert from GPS World Geodetic System 1984 (WGS84) coordinates (latitude / longitude) to the Universal Transverse Mercator (UTM), North American Datum 1983 (NAD83) coordinates. Coordinates will be given to the Contracts Manager to the nearest metre in the following format: 7 digit Northing (5000000N) and 6 digit Easting (700000E).

#### **1.15 QUANTITIES AND BASIS OF PAYMENT**

- .1 The work performed under this Standing Offer Agreement shall be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.

- .2 The Contractor will submit prices as per Annex "A" attached (travel time to and from the contractors base of operation will be included in the rates provided). Such prices are to include all such sums necessary for expenses and profit.
- .3 The schedule of quantities mentioned are estimated quantities only and may be increased or decreased in accordance with the requirements of the work.
- .4 Contract price of materials (if any) used may be verified by Government Audit before or after payment is made under the terms of this Standing Offer.
- .5 The above mentioned quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.

#### **1.16 CONTRACTOR PASSES**

- .1 All Contractor employees will have in their possession at all times while on the Base an authorized Contractor Pass while employed on DND property. Such passes will be produced on demand to the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of passes.
- .3 Photocopies of passes are to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

#### **1.17 SECURITY CLEARANCE**

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradesmen, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon request. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements as laid down by the Military Police Section.

**END OF SECTION**



## **1 GENERAL**

### **1.01 REFERENCES**

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, S.N.B.1983.
- .3 National Building Code of Canada, 2010.

### **1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the National Building Code of Canada 2010, the Canada Labour Code Part 2, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

### **1.03 RESPONSIBILITY**

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part 2, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to worn at all times.

### **1.04 UNFORESEEN HAZARDS**

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

### **1.05 CORRECTION OF NON-COMPLIANCE**

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.

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- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

#### 1.06 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

**END OF SECTION**

## **1 GENERAL**

### **1.01 REPORTING FIRES**

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
  - .1 telephone 911; and
  - .2 In the RTA, telephone Range Control (506) 422-2482.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- .4 For all emergencies in the RTA the contractor must call Range Control at (506) 422-2482.

### **1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS**

- .1 Fire protection and alarm system will not be:
  - .1 obstructed;
  - .2 shut-off; and
  - .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.

### **1.03 FIRE EXTINGUISHERS**

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

### **1.04 BLOCKAGE OF ROADWAYS**

- .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.

### **1.05 SMOKING PRECAUTIONS**

- .1 Observe smoking regulations at all times.

### **1.06 RUBBISH AND WASTE MATERIALS**

- .1 Rubbish and waste materials are to be kept to minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
  - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:

- .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
- .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove.

### 1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

### 1.08 HAZARDOUS SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

### 1.09 QUESTIONS AND/OR CLARIFICATION

- .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.

**1.10 FIRE INSPECTION**

- .1 Site inspections by Fire Chief will be coordinated through Engineer.
- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

**END OF SECTION**

## **1 GENERAL**

### **1.01 GENERAL**

- .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent Legislation and have protected the environment.

### **1.02 FIRES**

- .1 Fires and burning of rubbish on site not permitted.

### **1.03 DISPOSAL OF WASTES**

- .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

### **1.04 SPILL PROTECTION**

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).

**END OF SECTION**

## **REQUEST FOR STANDING OFFER (RFSO)**

### **REMOVAL OF DRY GARBAGE 5 CDSB GAGETOWN, BASE AND TRAINING AREA & VARIOUS LOCATIONS NEW BRUNSWICK**

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwb020

Client Ref. No. - N° de réf. du client  
W0105-16E022

File No. - N° du dossier  
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CCC No./N° CCC - FMS No./N° VME

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- Annex A - Basis of Payment  
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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

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 Basis of Payment, Certifications, Complete list of each individual who is currently on the Bidder's Board of Directors and the Specification.

### **2. Summary**

The Department of National Defence (DND) has a requirement for the establishment of a Regional Individual Standing Offer (RISO). Work covered in this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required to remove dry garbage from within 5 CDSB Gagetown, Base, Training Area and Various locations in New Brunswick and transport to the Fredericton Solid Waste Commission Sanitary Landfill.

The work will be performed as and when requested, from April 1, 2016 to March 31, 2018. All work is to be completed in accordance with the Specifications attached Annex "D".

This agreement is subject to the provisions of the Agreement on Internal Trade, the World Trade Organization's Agreement on Government Procurement, the North American Free Trade Agreement and the Canada-Peru, Canada-Colombia and Canada-Panama Free Trade Agreement

### **3. Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2006 (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. SACC Manual clauses**

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates

### **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.

Offers by facsimile will be accepted. Facsimile Number is (506) 636-4376.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **4. Applicable Laws**

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

## 5. 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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder 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, Bidders agree that the successful Bidder'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](#).

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### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ☐ ) **No** ( ☐ )

If so, the Bidder 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.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

#### **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with "Annex "A", Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

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

### **1. Evaluation Procedures**

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

#### **1.1 Financial Evaluation**

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

### **2. Basis of Selection**

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

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. **Mandatory 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.

### 2. **Additional Certifications Precedent to Issuance of Standing Offer**

The certifications listed in **Annex "B" Certifications** should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

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## PART 6 - INSURANCE REQUIREMENTS

### 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 B**. 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**

#### **1. Offer**

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

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

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

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

2005 (2015-07-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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

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

The period for making call-ups against the Standing Offer is from the April 1 2016 to March 31, 2018.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Janine Donovan  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting  
189 Prince William, Room 405  
Saint John, N.B.  
E2L 2B9

Telephone: (506) 636-5347  
Facsimile: (506) 636-4376  
E-mail address: [janine.donovan@pwgsc.gc.ca](mailto:janine.donovan@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.

##### **4.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### **4.3 Offeror's Representative**

Name: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_  
Fax: (    ) \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### **5. Identified Users**

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

#### **6. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form CF 942.

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

Individual call-ups against the Standing Offer must not exceed \$40,000.00 Harmonized Sales Tax included).

#### **8. Financial Limitation**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$240,000.00 (Harmonized Sales Tax extra) 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 4 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.

#### **9. Priority of Documents**

If there is a discrepancy between the wordings 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 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2015-07-03), General Conditions - Services (Medium Complexity);

- e) Specifications;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) The Offeror's offer

## **10. Certifications**

### **10.1. Compliance**

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **11. 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.

## **12. Estimates**

SACC Manual clause M3800C (2006-08-15) Estimates

## **13. Insurance Requirements**

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer 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 Standing Offer Authority within seven (7) days after request from the Standing Offer Authority and prior to award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **14. 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.

## **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**

Supplemental General Conditions 2010C (2015-07-03), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

### **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. Payment**

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

Refer to "Annex "A", Basis of Payment"

#### **4.2 Limitation of Price**

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

#### **4.3 Single Payment**

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

### **5. Invoicing Instructions**

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

2. Invoices must be distributed as follows:

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

### **6. Insurance**

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer 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.

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The Contractor must forward to the Standing Offer Authority within seven (7) days after request from the Standing Offer Authority and prior to award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

**ANNEX "A"**  
**BASIS OF PAYMENT - PRICING SCHEDULE**  
**April 1, 2016 to March 31, 2018**

**Tenders will quote unit prices in accordance with the locations outlined in the specification.**  
**Cost to include delivery and removal of container. Note: container may not be full upon removal**

Item	Location and Description	Container Size	Unit of Measure	Estimated Hrs / Qty	Unit Price \$    ¢	Total Price \$    ¢
1	Base	3m <sup>3</sup> (4yd <sup>3</sup> )	Each	20	\$	\$
2	Training Area	3m <sup>3</sup> (4yd <sup>3</sup> )	Each	20	\$	\$
3	Various locations outside Base & Training Area	3m <sup>3</sup> (4yd <sup>3</sup> )	Each	5	\$	\$
4	Base	4.5m <sup>3</sup> (6yd <sup>3</sup> )	Each	40	\$	\$
5	Training Area	4.5m <sup>3</sup> (6yd <sup>3</sup> )	Each	40	\$	\$
6	Various locations outside Base & Training Area	4.5m <sup>3</sup> (6yd <sup>3</sup> )	Each	10	\$	\$
7	Base	6m <sup>3</sup> (8yd <sup>3</sup> )	Each	50	\$	\$
8	Training Area	6m <sup>3</sup> (8yd <sup>3</sup> )	Each	50	\$	\$
9	Training Area – Bear Proof Bins	6m <sup>3</sup> (8yd <sup>3</sup> )	Each	15	\$	\$
10	Various locations outside Base & Training Area	6m <sup>3</sup> (8yd <sup>3</sup> )	Each	10	\$	\$
11	Base	15m <sup>3</sup> (20yd <sup>3</sup> )	Each	40	\$	\$
12	Training Area	15m <sup>3</sup> (20yd <sup>3</sup> )	Each	60	\$	\$
13	Various locations outside Base & Training Area	15m <sup>3</sup> (20yd <sup>3</sup> )	Each	10	\$	\$
14	Base	23m <sup>3</sup> (30yd <sup>3</sup> )	Each	40	\$	\$
15	Training Area	23m <sup>3</sup> (30yd <sup>3</sup> )	Each	60	\$	\$
16	Various locations outside Base & Training Area	23m <sup>3</sup> (30yd <sup>3</sup> )	Each	10	\$	\$
17	Base	30m <sup>3</sup> (40yd <sup>3</sup> )	Each	100	\$	\$
18	Training Area	30m <sup>3</sup> (40yd <sup>3</sup> )	Each	125	\$	\$
19	Various locations outside Base & Training Area	30m <sup>3</sup> (40yd <sup>3</sup> )	Each	20	\$	\$
<b>Total Amount used for Evaluation</b>						\$ _____

Note: The estimated quantity entered in column five for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

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## ANNEX "B"

### Certifications Precedent to Standing Offer Award

1. Workers' Compensation Certification - Letter of Good Standing  
  
Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.
2. Equipment List  
  
Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Standing Offer.
3. Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

### INSURANCE REQUIREMENTS

#### 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 the Department of National Defence.
  - (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) 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:**

*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.



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## **ANNEX C**

### **COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS**

***NOTE TO OFFERORS***  
***WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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## **ANNEX "D"**

### **SPECIFICATION**