



City of Coquitlam  
**REQUEST FOR PROPOSALS**  
**RFP No. 15-03-04**

**Supply of Ready Mix Concrete**

Proposals will be received on or before 2:00 pm local time

**Thursday, June 25, 2015**

(Closing date and time)

**Obtaining Documents**

RFP Documents are available for downloading from the City of Coquitlam's website:

[www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)

Printing of RFP documents is the sole responsibility of the Proponents.

**Addenda**

Proponents are required to check the City's website for any updated information and addenda before the closing date at the City website: [www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)

**Proposals Submissions**

The City reserves the right to accept or reject any or all Proposals or accept a Proposal deemed to be in the best interest of the City and will not be responsible for any costs incurred by Proponents in preparing a response.

D. Trudeau, Purchasing Manager

Issue Date: June 10, 2015

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**PROPOSAL SUBMISSION FORM**

## DEFINITIONS

**“Contract”** means the contract for services or City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals and any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

**“City”** means City of Coquitlam

**“Proponent”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Proponent.

**“RFP” “Request for Proposals”** shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“Supplier”** means the person(s) firm(s) or corporation(s) appointed by the City to supply the materials and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Supplier” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services.

**“Supply” “Provide”** shall mean supply and pay for and provide and pay for.

**“Shall” “Must” “Will” “Mandatory”** means a requirement that must be met.

## **1. INSTRUCTIONS TO PROPONENTS**

### **1.1 Description of Services**

The City of Coquitlam (“City”) requests Proposals from qualified, experienced Proponents for the **Supply of Ready Mix Concrete** on an as and when requested basis at various job sites within the City of Coquitlam.

Proponents are asked to provide as much information as possible when responding to this RFP and the Proponent should identify any specific requirements with which they are unwilling or unable to comply with.

**Also refer to:** Item 2.4 - Insurance Requirements

### **1.2 Term of Contract**

The term of the contract will be for one (1) year effective July 1, 2015 to June 30, 2016.

Upon mutual agreement the contract may be extended for up to four (4) additional one (1) year terms.

### **1.3 Closing Date & Time**

Proposals will be received by the City of Coquitlam on or before 2:00 pm local time:

**Thursday, June 25, 2015**

### **1.4 Instructions for Proposal Submission**

Proposal submissions are to be uploaded through Qfile, the City’s file transfer service accessed at website:

<http://qfile.coquitlam.ca/bid>

1. in the “Subject” field enter: RFP Number and Name
2. Add files in .pdf format and Send  
(Ensure you receive 2 emails from Qfile to confirm upload is complete.)

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party’s network or email program, and the City will not be liable for any damages associated with Proposals not received.

The City reserves the right to accept Proposals received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

Proposals may be withdrawn upon request by an authorized representative of the company sent to email: [bid@coquitlam.ca](mailto:bid@coquitlam.ca) prior to time set as closing time for receiving Proposals.

#### 1.5 Inquiries

All inquiries are to be directed in writing by email quoting the RFP name and number to: [bid@coquitlam.ca](mailto:bid@coquitlam.ca)

**Questions are to be submitted in writing 3 business days prior to the closing date.**

The City shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda posted on the City's website that will be incorporated into and become part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

#### 1.6 Addenda

Proponents are required to check the City's website for any updated information and Addenda issued before the Closing Date at the following website address:

[www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)

If a change, or additional information related to the original version of the Request for Proposals is warranted, the City's response will be communicated to all Proponents by means of written Addenda prior to the closing date and posted on the City's website. Upon submitting a Proposal, Proponents are deemed to have received all Addenda posted on the City website and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided, the City's original file copy shall prevail.

#### 1.7 General Information

Wherever possible, the Cities wish to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

The Cities reserves the right to cancel any order or contract if not fulfilled within a reasonable time and in accordance with the terms and conditions specified at their sole discretion. Time shall be of the essence.

The City will not assume any responsibility or liability for any costs incurred by the Proponent in the preparation of a Proposal.

### 1.8 Privacy

Proponents are advised that submissions are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so pursuant to the Act.

### 1.9 Prices

All Prices shall be all-inclusive stated in (Canadian Funds) and shall remain **FIRM** for the initial one (1) year term.

### 1.10 Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

#### Corporate Experience and Resources

- Municipal references for successful performance providing similar services
- Fleet Size

#### Technical

- Location of plants
- Response times

#### Financial

- Price
- Sustainable Value
- Value added

#### **And, upon selection of one or more lead proponent(s):**

- Interviews may be conducted
- references may be contacted

Reference checks will be confidential and will not be reviewed or discussed with Proponents.

### 1.11 Selection Process

The City's evaluation team will review proposals and rank them based on the evaluation criteria outlined above. The City reserves the right to consider other criteria that may become evident during the evaluation process to obtain best value. The City may at its discretion interview one or more Proponents or request clarifications or additional information from any Proponent and may use that information as part of the evaluation.

Proponents agree that upon submission of their proposal, the City may disclose the name of their company. However, no prices, scores, weights or totals will be provided to any Proponents.

Should there be additional similar services required the Cities reserve the right to sole source with the successful Proponent.

#### 1.12 Negotiation

The City reserves the right, prior to contract award, to negotiate changes to the scope of the services or to the contract documents (including pricing to meet budget) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the City may enter into a changed or different contract with the proponent(s) proposing the “best value”, without liability to proponents who are not awarded the contract.

#### 1.13 Irrevocability and Acceptance of Proposals

The City requests that Proposals remain open for acceptance for a period of not less than thirty (30) days from the closing date and time.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favourable in the interest of the City.

The City reserves the right to accept or reject any or all Proposals. The lowest Proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the City.

The City reserves the right to cancel this RFP at any time without recourse by the Proponent. The City has the right to not award this work for any reason including choosing to complete the work with the City’s own forces.

No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the City.

Should a Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents may be utilized to document the agreement fully and completely.

#### 1.14 No Claim

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.



1.15 No Contract

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFP documentation or by submission or consideration by the City of any Proposal.

1.16 Conflict of Interest

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

1.17 Non-Solicitation

Proponents and their agents will not contact any member of the City Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

1.18 Liability for Errors

While the City has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the work in this RFP.

1.19 Proposal Submission

Proponents should complete and submit the information requested in this section of the RFP document on this Proposal Submission Form or in a format that has been approved and is acceptable to the City.

1.20 Examination of Proposal Documents

The Proponent must carefully examine the Proposal Documents. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the City of Coquitlam.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the City, at its sole discretion, deems that it would be unreasonable to do so, or there are additional requirements due to unforeseen circumstances.

All information in this RFP Document, General Conditions, Special Conditions, Specifications, and Appendices, and any resulting Addenda will be incorporated into any Contract between the City and the successful Proponent, and therefore must be considered by the Proponent in preparing their Proposal.

## 2. GENERAL CONDITIONS OF CONTRACT

### 2.1 Notification of Award

The City will notify the successful Proponent (“Supplier”) in writing of its decision to award the services.

The following general conditions will apply to this Contract. Proponents are to include with their proposal submission a full description of any deviations if they are unable to comply with any of these general conditions.

### 2.2 Health and Safety Requirements

The Contractor shall strictly comply with the current Industrial Health and Safety regulations of WorkSafeBC and the safety policies/procedures of the City. Other applicable federal, provincial and local regulations and policies concerning the health and safety of workers and general public shall also be followed.

### 2.3 Indemnity

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him and/or the City, by reason of any act or omission of the Contractor, its agents, Sub-contractors or employees in the execution of the work.

### 2.4 Insurance Requirements

The Contractor shall submit, upon award by the City, a Certificate of Insurance signed by the Insurance Company certifying that the required insurance policies are in force and that:

- a) **The City of Coquitlam** shall be named as “additional insured”;
- b) The policy shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to the City and the City’s written approval of the cancellation, transfer, assignment or alteration.

Such certificate is to be as shown on the City’s website:

[Certificate of Insurance - Contractor Form](#)

The Contractor shall carry Commercial General Liability Insurance satisfactory to the City in the amount of FIVE MILLION DOLLARS (\$5,000,000.) inclusive per occurrence.

Automobile Liability insurance, in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.) is required on all licensed vehicles owned or used by the Contractor.

Contractor's Equipment Insurance is required for all equipment owned or rented by the Contractor and employees that provides coverage against all risks of loss or damage. The Contractor shall ensure that all Sub-contractors carry insurance in the form and limits specified in this clause.

2.5 Independent Contractor

The Contractor is an independent Contractor and this contract does not render the Contractor an agent or employee of the City.

2.6 Business Licence

The Contractor shall maintain a valid City Business License. For information, contact the City's License Department (Tel: 604-927-3085) or apply on-line at website:

<http://www.coquitlam.ca/city-services/licenses-and-permits/business.aspx>

2.7 WorkSafeBC Coverage

The Contractor shall be in good standing with WorkSafeBC and provide a WorkSafeBC Registration Number.

The Contractor is responsible for having the work sites secured in accordance with WorkSafeBC regulations and to perform the work so that there is no risk of danger or hazard to the staff and public at any time during the progress of the work until completion.

2.8 Equipment, Materials and Workmanship

All equipment, materials and labour utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

- a) WorkSafeBC
- b) BC Provincial Motor Vehicle Act
- c) Master Municipal Construction Documents (MMCD)

All necessary federal, provincial and local permits required for safe completion of the work shall be obtained and kept available at the work site for inspection.

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the services agreed to.

## 2.9 Damage and Defects

The Supplier shall use due care so that no persons are injured, or no property damaged or lost in providing the services. The Supplier shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Supplier or its employees.

The Supplier shall rectify any loss or damage for which, in the opinion of the City, the Supplier is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Supplier shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Supplier.

## 2.10 Default

The City reserves the right, at its sole discretion, to immediately terminate the contract, in whole or in part, and utilize the services of any other Contractor, if the successful Contractor:

- Fails to make delivery of the services
- Fails to perform any provision of the contract within the time specified, or within a reasonable amount of time if no time is specified, as determined by the City
- Fails to meet the City's standard of expected and agreed level of service and performance
- Be adjudged bankrupt or makes general assignment for the benefit of creditors

## 2.11 Cancellation

The contract may be cancelled by the City for any reason without cause or penalty upon 30 days written notice.

The Contractor would be compensated for all work completed at the date of notification.

#### 2.12 Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this contract using the following dispute resolution procedures:

- a) Negotiation – the parties will make reasonable efforts to resolve any dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- b) Mediation – If all or any of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may refer the matter to mediation. Within 10 days of delivery of notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the BC International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will bear its own costs of participating in the mediation.
- c) Litigation – If within 90 days of the request of the mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice, commence litigation. The location of litigation will be Vancouver, British Columbia.

#### 2.13 Confidentiality

The Contractor agrees that proprietary City information obtained in providing the services will be treated as confidential and not disclosed.

#### 2.14 Advertisement

The Contractor shall not advertise its relationship with the City without prior written consent from the City.

#### 2.15 Subletting

The Contractor will not, without the written consent of the City of Coquitlam, assign, and sublet or transfer any subsequent contract or any part thereof.

#### 2.16 Law

The RFP and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia.

2.17 Non-exclusivity

The intent of the City is to have one service provider but the acceptance of any proposal, and upon award, does not entitle any Contractor to exclusive rights for the provision of the services.

2.18 Payments – Invoicing

a) Each invoice shall be submitted in .pdf format sent to email:

[apinvoices@coquitlam.ca](mailto:apinvoices@coquitlam.ca)

All invoices shall include the Purchase Contract number and/or Purchase Order and/or Work Order number as provided by the City and will be submitted monthly.

b) The Contractor shall be paid net 30 days or best effort from receipt of invoice and acceptance of the goods, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.

c) Invoices shall show the appropriate amounts for value added taxes.

### 3. **SPECIAL CONDITIONS**

#### 3.1 Scope

This contract is for the supply of Ready Mix Concrete and/or delivery of Ready Mix Concrete to job sites designated from time to time by the City of Coquitlam within its corporate boundaries.

#### 3.2 Regular Hours of Operation

Concrete shall be available daily, Monday through Friday, excluding Statutory Holidays, as follows:

1. F.O.B. Your Plant.....7:30 a.m. to 3:30 p.m.
2. F.O.B. Job Sites .....7:30 a.m. to 3:30 p.m.

#### 3.3 Concrete F.O.B. Supplier's Plant Loaded on City Trucks

The Supplier shall dispense ready mix concrete, meeting the attached specifications, into City vehicles at the Suppliers plant. The maximum waiting time for loading City vehicles after they arrive at the Suppliers plant shall be fifteen (15) minutes.

Payment shall be at the unit prices shown in the Proposal Submission Form.

#### 3.4 Concrete Delivered to Job Sites

The Supplier shall supply and deliver ready-mix concrete to various job sites within the boundaries of the City of Coquitlam. There shall be free unloading time of twenty (20) minutes per load or five (5) minutes per cubic metre, whichever is greater.

The supplier shall be able to deliver concrete in a timely manner. Generally, orders placed in the morning are expected to be delivered in the afternoon of the same day as the order and orders placed in the afternoon will be for the next business day. Quicker delivery may be required at times and will be discussed with the supplier prior to ordering. If the Supplier cannot supply the concrete on time, the City will have the option to go to another supplier for concrete.



City of Coquitlam  
**REQUEST FOR PROPOSALS**  
**RFP No. 15-03-04**

**Supply of Ready Mix Concrete**

**Proposals will be received on or before**

**2:00 pm local time Thursday, June 25, 2015**  
(Closing date and time)

**Proposal Submission Instructions**

Proposal submissions are to be uploaded through Qfile, the City's file transfer service accessed at website: <http://qfile.coquitlam.ca/bid>

1. In the "Subject" field enter: RFP Number and Name
2. Add files in .pdf format and Send  
(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete)

Proponents are responsible to allow ample time to complete the submission process.

For assistance phone 604-927-3060 or Fax 604-927-3035.

**PROPOSAL SUBMISSION FORM**

**Complete and return this Proposal Submission Form**

**Submitted by:** \_\_\_\_\_  
(company name)



**1. PRICE**

1.1. Prices

All products provided are to be in accordance with MMCD and all governing regulatory authorities within the City of Coquitlam. The following Prices proposed are to be firm for the initial term and be all inclusive without limitation, including all labour, wages, benefits, materials, tools, equipment, transportation, fuel, overhead and profit.

	<b>Ready Mix Concrete Type</b>	<b>Slump and Range</b>	<b>Unit of Measure</b>	<b>Unit Price (exclude GST)</b>
.1	32 MPA 20mm 5-8% (Street Mix)	80 +- 20	M3	\$
.2	32 MPA 14mm 5-8% (Street Mix)	80 +- 30	M3	\$
.3	32 MPA 14mm 5-8% (Curb Mix)	60 +- 20	M3	\$
.4	32 MPA 14mm 5-8% (Curb Mix – Hand Form)	60 +- 20	M3	\$
.5	40 MPA 14mm 5-8% (Ultra High Early Strength)	80 +- 20	M3	\$
.6	35 MPA 14mm 5-8% (Ultra High Early Strength)	80 +- 20	M3	\$
.7	32 MPA 10mm Exposed Aggregate	80 +- 30	M3	\$
	<b>Other (State any other charges, minimums, etc.)</b>		<b>Unit of Measure</b>	<b>Unit Price (exclude GST)</b>
.8				\$
.9				\$
.10				\$
.11				\$
.12				\$

**2. LOCATION OF PLANTS**

	<b>Plant Name</b>	<b>Plant Address</b>
.1		
.2		

**3. DELIVERY RESPONSE TIMES**

Timely delivery is important to the City. Provide details on delivery response times (see section 3.4 – Special Conditions).

**4. SIZE OF FLEET**

Provide the number and type of different ready mix concrete trucks in your Fleet.

**5. NON-COMPLIANCE**

Fully describe any deviations to the requirements outlined in this RFP that your company is unable to comply with.

**6. SUSTAINABLE PRACTISES AND INITIATIVES**

Describe all initiatives, policies or programs that illustrate your efforts towards sustainable practises and responsibility in providing the services.

**(Social/Ethical, Environmental, Economic/Financial)**

**7. VALUE ADDED**

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City:

**8. HEALTH AND SAFETY PROGRAM**

The quality of Proponent’s in-house program to manage safety shall be considered in the evaluation.

a) Does your firm have a written safety program in place that meets the requirements of WorkSafeBC?

Yes  No

b) If no is checked, describe how safety training is accomplished.

**9. ACCEPTANCE**

The City requests that Proposals remain open for acceptance for a period of not less than thirty (30) days from the closing date.

We, the undersigned, confirm that this proposal is open for acceptance by the City for a period of: \_\_\_\_\_ days.

**10. ADDENDA**

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

<b>Addendum No.</b>	<b>Date Issued</b>	<b>Date Received</b>

**11. EXPERIENCE AND REFERENCES**

Proponents shall be competent and capable of performing the services requested and successfully completed or currently providing Trim Mowing & Landscape Maintenance Services of a similar size, scope and complexity. By submitting a proposal, Proponents agree the City may contact and verify the references provided:

<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

**12. AUTHORIZATION**

We hereby submit our Proposal for the services as specified and undertake to carry out the work in strict accordance with all referenced Terms & Conditions, Regulations and Codes, Specifications, and information provided in this RFP.

<b>Company Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Name and Title of Contact</b> <i>for communication related</i> <i>to this RFP</i> (please print)	
<b>Contact Email:</b>	
<b>Name &amp; Title of Authorized Signatory:</b> (please print)	
<b>Signature of Authorized Person:</b>	
<b>Date:</b>	

**For the purpose of this Proposal submission, electronic signatures will be accepted.**

**- End of Proposal Submission Form -**