

Parks, Recreation & Culture

REQUEST FOR QUOTATIONS

Tables and Chairs
RFQ50276

Release date: September 16, 2019

Quotations will be received up to
3:00:00 pm local time on Tuesday, October 8, 2019

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
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EAST HANTS
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1. INSTRUCTIONS TO BIDDERS

1.1. INTRODUCTION

- 1.1.1. The Municipality of East Hants (East Hants) requires the new Tables and Chairs (the “Goods”) for use in their new Aquatic Centre, as described in Section 2, Statement of Requirements. To this end, East Hants is seeking competitive Quotations from the marketplace to identify a single Vendor to possibly supply all of these Goods.

1.2. DEFINITIONS

- 1.2.1. **Bidder:** An individual or company who submits a Quotation.
- 1.2.2. **Successful Bidder:** the Bidder whose Quotation is selected for award.
- 1.2.3. **Vendor:** registered business capable of supplying the requested Goods or Services
- 1.2.4. **Independent Contractor:** a Bidder, successful or otherwise, or a Vendor, as defined in this RFQ, is considered to be an Independent Contractor, not an employee of East Hants.

1.3. QUOTATION DEADLINE

- 1.3.1. Quotations will be received up to **3:00:00 pm** local time on **October 8, 2019** at the address listed below:

Municipality of East Hants
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: RFP50276
- 1.3.2. Quotations provided as a physical package must be received at the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre and must have the time and date indicated on it by East Hants staff to confirm receipt prior to the stated Quotation Deadline. Please allow sufficient time to be served by staff.
- 1.3.3. Emailed responses must be received on or before the Quotation Deadline based on the time specified in East Hants' mail server. Bidders are solely responsible to ensure their bid is received on time and East Hants will bear no responsibility for late or misdirected email submission, howsoever the submission was delayed.

1.4. QUOTATION SUBMISSION

- 1.4.1. Bidders may submit as either a physical submission or as an emailed submission.
- 1.4.2. The Quotation shall be sealed in an envelope and shall be labeled as follows:

“RFQ50276 – Tables and Chairs”.
- 1.4.3. Although minor inconsistencies in labelling will not be cause to invalidate a response, the Bidder must ensure that the Competition Number is clearly visible on the outer packaging, especially when sending by courier or other means, to ensure the package is recognized as a quotation and received as described herein for consideration. East Hants will not be responsible to consider Quotations which are not clearly marked.
- 1.4.4. The Bidder must ensure that all copies they submit are identical in terms of content. East Hants will not accept any responsibility for differences, omissions or errors in a Bidder's Quotation and

may reject any Quotation where East Hants determines, in their sole opinion, such differences, omissions or errors are material to understanding the Quotation.

1.5. INQUIRIES

- 1.5.1. All questions or requests for additional information or clarifications regarding this Request for Quotations shall be in writing, preferably by email, to the attention of:

Michael Hatfield
Procurement Officer
Municipality of East Hants
Email: mhatfield@easthants.ca

- 1.5.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.5.3. Inquiries and questions will be accepted up until 3:00:00 pm local Nova Scotia time on October 1, 2019.
- 1.5.4. Bidders are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Bidder acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

1.6. QUOTATION ACCEPTANCE (PRIVILEGE CLAUSE)

- 1.6.1. This document and Request for Quotation process does not constitute a call for Tenders. This RFQ process will not give rise to any Contract A-based tendering law duties or legal obligations.
- 1.6.2. This Request for Quotations neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.6.3. All Quotations become the property of East Hants once submitted.
- 1.6.4. Late Quotations will be rejected and will be returned unopened. Faxed Quotations will not be accepted. Incomplete Quotations may be rejected.
- 1.6.5. Any Quotation that does not include all of the information required in this RFQ may be considered incomplete and may be rejected. East Hants will, in their sole discretion, determine if the missing information is material to their ability to evaluate a response; if East Hants believes they have sufficient information to evaluate, it may proceed to do so.
- 1.6.6. Bidders undertake any expenditure related to the submission of a Quotation at their own risk. The Bidder is responsible for all costs associated with preparing and submitting this Quotation. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Quotation.
- 1.6.7. East Hants may include evaluation criteria within this Request for Quotation document to be used as a guideline for Quotations. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Quotations received and the needs of East Hants.
- 1.6.8. East Hants does not bind itself to accept any Quotation, but may accept any Quotation, in whole or in part, or discuss with any Bidder different or additional terms to those described in this RFQ or in such Bidder's Quotation. East Hants may:



- reject any or all of the Quotations;
 - accept any Quotation;
 - if only one Quotation is received, choose to accept or reject it;
 - choose not to accept the lowest bid price;
 - alter the schedule, RFQ process, or any other aspect of the RFQ, as it may determine in its sole and absolute discretion.
- 1.6.9. Without limiting the preceding in any way, East Hants may accept any Quotation or any portion of any Quotation that may be considered to be in the best interests of East Hants. East Hants reserves the right to reject any and all Quotations that, in its sole discretion, are not in the best interests of East Hants.
- 1.6.10. East Hants reserves the right to waive formality, informality or technicality in any Quotation. This includes the right to accept a Quotation that is not compliant with the instructions in the Request for Quotations document.
- 1.6.11. East Hants reserves the right to amend this Request for Quotation document at any time before the Request for Quotation's closing date and will issue an addendum in the event of a change.
- 1.6.12. East Hants reserves the right to negotiate, after the Request for Quotation's Quotation Deadline, with any Bidder and to finalize service arrangements in the best interests of East Hants.
- 1.6.13. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Quotations.
- 1.6.14. East Hants reserves the right to interpret any and all aspects of this Request for Quotations as may be most favourable to East Hants.
- 1.6.15. Should a Bidder find any discrepancies, errors, or omissions in this RFQ, or if a Bidder is unsure as to the meaning of anything in this RFQ, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Bidders, in an addendum.
- 1.6.16. It is the responsibility of the Bidder to be sure they understand the requirements prior to submitting a Quotation and before the deadline for questions has passed. Insurance requirements, if any, should be reviewed by the Bidder's insurer.
- 1.6.17. East Hants may cancel the RFQ process at any time, for any reason, in its sole discretion. In the event that an RFQ process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Bidder or potential Bidder.
- 1.6.18. Vendors or suppliers who have been disqualified from bidding on contracts with East Hants may not respond to this RFQ and any RFQ which features a subcontractor who is disqualified from bidding may also be rejected.
- 1.6.19. In providing a Quotation, the Bidder warrants that their Quotation is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Quotation is to be provided may discuss the subject matter of a competition with any East Hants' staff member, Councilor, consultant, or any person involved in the procurement process, evaluation, or award, other than the designated contact or their designate. Under no circumstances may a Bidder extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants in connection with this or any other procurement of goods, services, or construction.
- 1.6.20. Bidders must advise East Hants of any potential conflict of interest that may affect, or appear to affect, the RFQ process, including the influence of award. East Hants may disqualify a Bidder,



rescind an invitation to negotiate, or terminate a contract subsequently entered into if East Hants determines that the Quotation has engaged in any conduct prohibited by this RFQ.

- 1.6.21. Bidders shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Bidder or their servants in the preparation of their Quotation and/or in the course of delivering Services.
- 1.6.22. Bidders are advised that no commitment to purchase Goods or Services shall exist until the successful Bidder is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.6.23. The procurement of Goods and Services, if any, resulting from this RFQ will require a written agreement between the parties. Unless otherwise agreed to in writing by East Hants, the terms and conditions of the attached sample agreement shall be the basis for such agreement. Any objections to such terms and conditions must be clearly set out in Bidders' Quotations. In the absence of such objections, East Hants will assume that the Bidder accepts such terms. The extent to which a Bidder accepts, rejects, or proposes modifications to such terms will be taken into account in evaluating Quotations. Any Quotation may, in the sole discretion of East Hants, be rejected at any time on the basis of proposed contract terms and conditions that are unacceptable to East Hants.
- 1.6.24. Bidders are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFQ may be subject to disclosure under *FOIPOP*. Bidders may identify any confidential information in their Quotations or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their Quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFQ process, including the evaluation of Quotations. Bidders are further advised that East Hants may make public the names of any or all Vendors and intends to publish the name of the successful Bidder and the total value of any contract entered into with the successful Bidder. If a Bidder has any questions about the collection and use of information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
- 1.6.25. In submitting a Quotation, the Bidder has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. In addition, the Bidder confirms that it has, and will, comply with all policies of East Hants, including the *Procurement Policy* and *Supplier Disqualification Policy*. No Bidder shall have any claim for compensation of any kind whatsoever as a result of participating in this RFQ and by submitting a Quotation each Bidder shall be deemed to have agreed that it has no claim.
- 1.6.26. Submitting a Quotation shall be deemed proof that the Bidder was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFQ. East Hants will not be liable for claims made by a Bidder that they were uninformed or unaware of the requirements, terms or conditions of this RFQ.

1.7. QUOTATION OPENINGS

- 1.7.1. East Hants will proceed with private openings for this RFQ. Bidders may be advised of their status in the RFQ once a determination has been made.

1.8. QUOTATION VALIDITY

- 1.8.1. Quotations should remain firm for a period of thirty (30) days from the Quotation Deadline or such additional time as may be mutually agreed upon in writing.

1.9. UNIT COSTS

- 1.9.1. The Unit Costs provided in the Quotation must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.9.2. Unless otherwise specified herein, the Unit Costs submitted by the Bidder must be the total cost to provide one of each of the specified Goods. The Unit Cost must represent all applicable costs for which the Bidder may wish to be compensated, including, without limiting the foregoing, acquisition, expediting, packing, loading, delivery to our specified location, unloading, insurance while in transit, warranty, profit and overhead, and any other such costs.
- 1.9.3. Items marked provisional may not, at the discretion of East Hants, form part of the final order. As East Hants has limited storage space, carts may not be an efficient use of space.

1.10. QUOTATION REQUIREMENTS

- 1.10.1. The Goods and any requirements related to delivery or quality are described in Section 2, Statement of Requirements. East Hants has tried to clearly describe what it is looking for, how the Goods must be supplied, and any support or after sales services it expects from a Vendor.
- 1.10.2. The intent is to obtain all listed Goods from one Vendor and not to cherry-pick individual prices. This is mainly to limit the number of shipments of products. The Bidder must bid on all products to be considered compliant.
- 1.10.3. The Goods specified are meant to be representative of the products we wish to receive and are not meant to exclude any supplier. If there are particular products which are proprietary to a particular Supplier, please identify them before the date for questions has passed so we can reevaluate the need.
- 1.10.4. If products have been specified that are not available, discontinued, or otherwise are not available to a Bidder, East Hants may, in their sole discretion, remove the product from the list for all Bidders, authorize an alternate product as an approved equal, or authorize an increase to a comparable product in the list. Any such known issues must be identified to East Hants before the deadline for inquiries has passed.
- 1.10.5. The Bidder must include in their quotation:
 - 1.10.5.1. Part numbers for the products being offered, indicated in the Schedule 1 Spreadsheet. This will be critical for cross-listing product documentation to the item being bid.
 - 1.10.5.2. Specification or sell sheets for each of the products they are offering, including:
 - 1.10.5.2.1. Manufacturer's Part Number;
 - 1.10.5.2.2. Materials used to construct the product, including any comments on sustainability or recycling;
 - 1.10.5.2.3. Description of cart storage for chairs and tables;
 - 1.10.5.2.4. Description of the available colours and textures;
 - 1.10.5.2.5. Description of the sizes of chairs (including overall footprint of chair base), including the weight of each chair, maximum number that may be safely stacked, and stacked height of the recommended maximum;
 - 1.10.5.2.6. Description of sizes of tables, details on leg assemblies, and weight. Please indicate the stack height and the recommended number of tables which can be stacked in one pile; and
 - 1.10.5.2.7. Details of warranty.

- 1.10.5.3. If submitting a physical catalogue, identify the page on which the product can be found, for each product being offered, through the use of a sticky note or document flag.
- 1.10.5.4. Where it may be unclear which product is being offered from a page or sell sheet, either circle items included or "X" out items not included, whichever is more efficient.
- 1.10.5.4.1. If submitting electronic links to products, ensure the link goes to the product being offered. List the hyperlink in your quotation. Verify links work before submitting.
- 1.10.5.5. A summary of lead-time. The intent is to receive products in one delivery and unpackaged at the new Aquatic Centre.
- 1.10.5.6. In the event East Hants cannot visualize a product, East Hants may request to see a sample. Advise the cost and lead-time associated with obtaining representative samples of the products being offered.

1.11. QUOTATION EVALUATION

- 1.11.1. East Hants will review each compliant Quotation and determine which Quotation, if any, represents the best value for East Hants. Best value will be a function of the quality of Goods, sustainability, lead-time, and price.
- 1.11.2. In determining best value, East Hants may consider any part of the Bidders Quotation, including all attachments, omissions and submissions, as well as any references or past experience East Hants may have with the Bidder in similar circumstances.
- 1.11.3. In the case of a tie, East Hants may use any method it chooses to determine award, including chance.
- 1.11.4. Award is subject to approval by Council or the CAO.



2. STATEMENT OF REQUIREMENTS

2.1. GENERAL

- 2.1.1. The Municipality of East Hants ("East Hants") requires a qualified firm (the "Supplier") to undertake the supply of the Goods listed in the Section.
- 2.1.2. Goods supplied under this RFQ must be new and of a quality appropriate to a commercial Aquatic Centre.
- 2.1.3. The Supplier must be legally able to sell the Goods for which they provide a quotation and capable to deliver the same, free of liens or other encumbrances, by the date or time specified in the Agreement.
- 2.1.4. The Supplier is responsible to confirm with the manufacturer that materials they provide are suitable for use in an Aquatic Centre.
- 2.1.5. The Supplier must be able to supply all of the Goods required.
- 2.1.6. The Supplier will hold firm the landed cost of tables and chairs for a period of three months after the original order has been delivered and accepted by East Hants such that East Hants may place additional orders.

2.2. DESCRIPTION OF GOODS

- 2.2.1. All Goods will be used in the recreation room of the new Aquatic Centre, which is located outside of the natatorium. The room will have wood floors and the activities may include children's birthday parties, day camps for children and youths, and meetings for all ages. There is a small storage room (8'x10') adjacent to the room where the tables and chairs will be stored when not in use.
- 2.2.2. East Hants requires fifty (50) chairs for use in a recreation room.
 - 2.2.2.1. The chairs must be easy to clean with solid seats and backs (no fabrics), probably made of a soft plastic; comfort is an important consideration.
 - 2.2.2.2. The chairs are to have a sled base appropriate to the environment, with glides appropriate for wood floor.
 - 2.2.2.3. Colour to be decided from palette of colours available (neutral).
 - 2.2.2.4. Chairs must be able to be stacked.
- 2.2.3. East Hants requires ten (10) tables for use in the recreation room.
 - 2.2.3.1. Tables to be approximately 30" wide by 72" in length;
 - 2.2.3.2. Legs must fold under for storage. East Hants will consider other leg types if it can be demonstrated they can store in the space equivalent to stacked tables. Tables to have glides appropriate for a wood floor;
 - 2.2.3.3. Table top to made of durable materials (laminates are not acceptable), must be stain resistant, and will have rounded corners.
 - 2.2.3.4. Lightweight tables of the type available for sale at many retail outlets are not acceptable.

2.2.4. Table and chair storage, carts:

- 2.2.4.1. Depending on the size and type of carts, East Hants may not have sufficient room to store chairs and tables on carts, but would purchase carts if it is in their interest to do so;
- 2.2.4.2. Cart must have non-marking tires appropriate for use on a wood floor; and
- 2.2.4.3. Carts must be agile and safe for one operator to handle when loaded and used in accordance with the manufacturer's instructions.

2.3. DELIVERY

- 2.3.1. The Supplier must hold delivery until called for. Latest delivery date would be December 13, 2019.
- 2.3.2. Goods must be available to be delivered no later than **November 30, 2019**. Any backorders not supplied by this date may, at the sole discretion of East Hants, be cancelled without compensation.
- 2.3.3. Delivery of Goods must be made at the following location, unless otherwise authorized, in writing, by East Hants:

East Hants Aquatic Centre
Commerce Court
Elmsdale, Nova Scotia
- 2.3.4. The Supplier will supply all Goods at the Unit Cost provided and in the quantities requested. East Hants will only pay for items which it receives in good condition and free from defects or damage.
- 2.3.5. The Unit Costs represent all applicable costs for which the Supplier will be compensated for each product, including, without limitation, acquisition, expediting, packing, loading, delivery to our specified location, unloading, insurance while in transit, warranty, profit and overhead, and any other such costs.
- 2.3.6. The Supplier will supply Goods in one shipment, on or before the date specified herein. If the Supplier experiences shortages of some products, East Hants may, in their sole discretion, allow the Supplier to ship a partial order.
- 2.3.7. The Supplier must schedule a delivery appointment with East Hants at least one business day in advance so that East Hants can prepare for delivery and to accept receipt of the Goods. Delivery must be Monday through Friday and not on a holiday. Note: Nova Scotia recognizes Remembrance Day as a holiday.
- 2.3.8. There is no loading dock or forklift at the location where the Goods will be delivered. The Supplier is responsible to offload the Goods and place in the room specified by East Hants.
- 2.3.9. East Hants will not be responsible for missed deliveries as a result of the Supplier's failure to schedule a delivery appointment. The Supplier is solely responsible for the condition of the Goods until they are safely unloaded.

2.4. EAST HANTS REPRESENTATIVE

- 2.4.1. The East Hants Representative for these Services is Adam Clarkson, Director of Parks, Recreation & Culture. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.



SECTION 3: TERMS & CONDITIONS

GENERAL

- The Supplier must take care, in delivering the Goods, not to inconvenience members of the public.
- If East Hants issues instructions which may result in an increase to cost, the Supplier must advise East Hants and wait for approval from East Hants before proceeding.

WORKPLACE INJURY INSURANCE

- Supplier must have Workplace injury insurance through the Workers' Compensation Board of Nova Scotia (WCBNS).
- Suppliers must provide proof of valid coverage with each invoice in order to qualify for payment.

INVOICES

- Invoices must contain such information as East Hants may request pertaining to the Goods requested, such as part number, description, and quantity.
- Payment will be made on a net thirty (30) days basis from receipt of an acceptable Invoice.
- Payments made by East Hants will not constitute acceptance of products that are not in accordance with the requirements or the Supplier's quotation.
- Unless otherwise specified in writing, the Supplier must submit Invoices monthly to vendors@easthants.ca, or by mail, courier, or hand-delivery to the attention of the Payables Administrator. Invoices must display the Purchase Order number provided.

INDEMNIFICATION

- The Supplier shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this agreement, and shall survive this agreement.

SAFETY

- The Supplier is responsible to manage their employees, including, without limitation, training, ensuring their licenses, if any, are up to date, the availability and use of personal protective equipment, and to monitor safe work practices.

RESPONSIBILITY FOR DAMAGE

- The Supplier shall repair and restore to its original condition any material or surface damaged by their operations.
- The Supplier shall be entirely responsible for any loss or damage to their materials, supplies, equipment, and Goods prior to delivery and acceptance.

CONFIDENTIALITY

- Information provided by East Hants is to be treated as confidential and is not to be disclosed to any third party without the written permission of East Hants except as necessary to perform the Services.

COMPLIANCE

- The Supplier shall comply with all Federal, Provincial and Municipal regulations and other authorities having jurisdiction.

Appendix A - Quotation Form

1. Contact information for Bidder:

Name of Primary Bidder Firm	
Address	
Phone Number (office)	
Primary Project Contact Name	
Email Address for Primary Contact	
Cell Phone Number for Primary Contact	

2. Provide Unit Costs in the table below. Cart quantities must be sufficient to carry the entire quantity of chairs and tables, respectively. Indicate the quantity being priced in addition to entering the Unit Cost and calculating the Extended Cost and Subtotal:

Item	Description	Quantity	Unit Cost	Extended Cost
1	Chair as described in Section 2 of RFP50276	50		
2	Tables as described in Section 2 of RFP50276	10		
3	Provisional: Carts for chairs			
4	Provisional: Carts for Tables			
Subtotal (not including HST)				

3. Inclusions. Failure to include any of the following may affect the score of your Quotation.

Inclusions Required

- This form
- Information in accordance with Section 1.10

3. By signing below the Bidder agrees that:

- The Bidder has read and understands the requirement of this RFQ and agrees to abide by the terms and conditions.
- The Bidder has read and understands the following addenda: Addendum _____ to _____ (if any). Failure to acknowledge an addendum containing information pertinent to the Services may be cause to reject a Bidders Quotation.



- c. The Bidder hereby agrees to supply the Goods described in Section 2 at the Unit Costs indicated in their Quotation Form. By signing this form, the Bidder agrees to be bound by the Terms and Conditions included in this RFQ document as Section 3.

Signature of Witness

Authorized Signature

Name (Printed)

Title (Printed)

Date

