

Infrastructure & Operations

REQUEST FOR QUOTATIONS

Custom-Fabricated Bins 2024
RFP50708

Release date: June 12, 2024

Quotations will be received up to
2:00:00 pm local time on July 4, 2024

Contact: Michael Hatfield
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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 a number of custom-fabricated bins as further described in Section 2, Statement of Requirements (the "Goods").
- 1.1.2. To this end, East Hants is seeking competitive Quotations from the marketplace to identify a Vendor to possibly supply these Goods.

1.2. DEFINITIONS

- 1.2.1. **Bidder:** An individual or company who submits a Quotation.
- 1.2.2. **Successful Bidder:** Bidder whose Quotation is selected for award.
- 1.2.3. **Vendor:** registered business capable of supplying the requested Goods
- 1.2.4. **Independent Contractor:** 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 & SUBMISSION REQUIREMENTS

- 1.3.1. Quotations will be received up to 2:00:00 pm local time on **July 4, 2024** by upload only using the East Hants online procurement application.
- 1.3.2. The Bidder is responsible for uploading and submitting all documents by closing time. The Bidder must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and Bidder releases East Hants from, any damage or loss of any kind whatsoever related to Bidder's failure to submit documents by closing time for any reason.
- 1.3.3. Remember to sign the bid form. Electronic signatures are acceptable.
- 1.3.4. Prior to submitting their Bid, Bidders are to review the Electronic Submission Protocol at: <https://www.easthants.ca/government/procurement/> for the latest information with respect to submissions.

1.4. INQUIRIES

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

Michael Hatfield
Procurement Officer
Municipality of East Hants
Email: procurement@easthants.ca
- 1.4.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.4.3. Inquiries and questions will be accepted up until **11:00 am** local Nova Scotia time on **June 27, 2024**.
- 1.4.4. 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 chooses to act based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.



1.5. SITE BRIEFING

- 1.5.1. East Hants will have a site briefing on **June 25, 2024 at 10:00 am** at East Hants Waste Management Centre.

Location: Waste Management Centre (WMC)
1306 Georgefield Road
Georgefield, NS

- 1.5.2. Bidders who do not attend the site meeting will not be precluded from submitting a Bid. This is the only formal opportunity to examine the existing bins. Staff will not be able to provide access to the bins or answer questions related to the existing bins at any other time.
- 1.5.3. Prospective Bidders planning to attend the meeting should register by emailing the following information to procurement@easthants.ca at least one business day prior to the briefing:
- Attendee's full name;
Job title; and
Company name
- 1.5.4. Attendees to the site briefing must come prepared with high visibility clothing (vest or jacket, for example) and CSA-approved footwear.
- 1.5.5. The briefing may be cancelled if East Hants does not receive confirmation to attend by any prospective Bidders by the deadline specified above.

1.6. WITHDRAWING OR MODIFYING A BID

- 1.5.1. Quotations can only be withdrawn by email at procurement@easthants.ca. The Bidder must provide the unique identifying number they received when submitting the Quotation in order to withdraw the bid.
- 1.5.2. Once a Quotation has been submitted, it cannot be modified. The Bidder must submit a new Quotation and then contact East Hants as above to withdraw the Quotation which is no longer valid.
- 1.5.3. The request to withdraw a Quotation may occur at any time, but certain competitions may contain bid security or other requirements which may impact a Bidder's legal responsibilities once the competition has closed, so withdrawal of a Quotation, where possible, should occur prior to closing.
- 1.5.4. New or replacement Quotations must be submitted before the Competition Deadline.

1.7. QUOTATION ACCEPTANCE (PRIVILEGE CLAUSE)

- 1.7.1. 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.
- 1.7.2. 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.
- 1.7.3. All Quotations become the property of East Hants once submitted.
- 1.7.4. Late Quotations will be rejected and will be returned unopened. Incomplete Quotations may be rejected.
- 1.7.5. 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.

- 1.7.6. 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.
- 1.7.7. 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.
- 1.7.8. 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.
- 1.7.9. 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.
- 1.7.10. 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.
- 1.7.11. 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.
- 1.7.12. 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.
- 1.7.13. 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.
- 1.7.14. East Hants reserves the right to interpret any and all aspects of this Request for Quotations as may be most favourable to East Hants. East Hants may, but is not obligated to, request clarifications of information in a Bidder's quotation in order to facilitate evaluation.
- 1.7.15. 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.
- 1.7.16. 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.

- 1.7.17. 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.
- 1.7.18. 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.
- 1.7.19. 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.
- 1.7.20. 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.
- 1.7.21. 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 Goods.
- 1.7.22. 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.
- 1.7.23. The procurement of Goods, 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.
- 1.7.24. 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.
- 1.7.25. 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.

- 1.7.26. 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.

1.8. QUOTATION OPENINGS

- 1.8.1. There will be no public opening. Bidders may be advised of their status in the RFQ once a determination has been made.

1.9. QUOTATION VALIDITY

- 1.9.1. 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.

1.10. PRICE

- 1.10.1. The Prices must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.10.2. Unless otherwise specified herein, the Prices submitted by the Bidder must be the total cost to provide the Goods. The Price must represent all costs related to providing the Goods, including, without limitation, design, fabrication, labour and supervision, subcontracted services (if any), overhead and profit, loading and handling, travel time, delivery the site specified by East Hants, unloading, set up time (if required), placement, clean-up, and any other such costs necessary to provide the Goods in a safe, competent, and professional manner sufficient to complete the goods in a timely fashion.

1.11. QUOTATION REQUIREMENTS

- 1.11.1. The Goods required 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 goods it expects from a Vendor.
- 1.11.2. Bidders must also complete and submit with their Quotation Appendix A.
- 1.11.3. In addition, the Bidder must complete any table, Schedule or Appendix identified in the RFQ. The Bidder may include any tables or attachments it feels will help clarify their Quotations above the minimums identified in the RFQ document.
- 1.11.4. Bidders must indicate whether they are the sole undertakers of the work or whether other Vendors or service providers will be used. All vendors and service providers shall be subject to approval by East Hants.
- 1.11.5. East Hants may, without creating an obligation to any Bidder, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any Quotation or from any Bidder, prior to award.
- 1.11.6. The Successful Bidder may be required to show proof of insurance. Insurance requirements, if any, will be listed in the Terms and Conditions of purchase, included in section 3.

1.12. QUOTATION EVALUATION

- 1.12.1. Award will be made to the Bidder whose Quotation, in East Hants' sole opinion, provides the best value. 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. Price is the largest, but not the only, factor to be considered.

1.12.2. Award is subject to approval by Council or the CAO.



2. STATEMENT OF REQUIREMENTS

2.1. GENERAL

- 2.1.1. The Municipality of the District of East Hants ("East Hants") has a number of large metal bins ("Bins") which it uses to accept and store waste materials that are dropped off at the Waste Management Centre ("WMC") in Georgefield, NS.
- 2.1.2. East Hants wishes to purchase additional Bins.
- 2.1.3. Pictures are provided in Exhibit 3 for reference.

2.2. DELIVERABLES

- 2.2.1. In 2020, East Hants ran a competition to develop and fabricate the Bins which are currently in use and for which the drawings are provided in Exhibit 1. Ryzer Fabrication was the successful bidder in that competition.
- 2.2.2. The Contractor will fabricate, paint, inspect, and deliver the quantity of Bins specified in the East Hants purchase order to the WMC in Georgefield, NS. Bins are to be placed where East Hants directs.
- 2.2.3. The new Bins will be built in accordance with the drawings, with the following exceptions (see Exhibit 2):
 - 2.2.3.1. A chain stop was added to the design after the initial drawings were completed and needs to be part of the new Bins (both sides);
 - 2.2.3.2. Corner bracing was added to the Bins; and
 - 2.2.3.3. The upper square tubing on the loader side of the Bin will be 3"x4" x 1/4" wall; it will be welded on the Bin with the 3" side down so we will have a cross section of 4". This change is not documented in either Exhibit.
- 2.2.4. The coupler hooks are JRB stile and compatible with Cat 938M, Bins must be checked for fit at time of delivery and will be rejected if the fit is not correct;
- 2.2.5. The Bin will be properly prepared and painted with epoxy paint, in a colour to be approved by East Hants. All surfaces, including the underside, are to be painted. The Contractor will use epoxy paint which is UV stable, rust and abrasion resistant, suitable for exterior metal applications of this type. We expect a minimum of 2 coats. Sandblast or use an appropriate process to remove oils, burrs, and manufacturing residue and to appropriately prepare for painting. Coat all facets of the completed bin, including the underside of the bin.
- 2.2.6. The Contractor will provide shop drawings for review by East Hants prior to starting any fabrication. East Hants will review the drawings for conformity to the intended purpose, but the Contractor is responsible to ensure the end product can be fabricated based on the design.
- 2.2.7. East Hants will cooperate with the Contractor during the design process. If the Contractor proposes aspects of their design which are different than the drawing and specified changes, East Hants may, in their sole discretion, accept such changes under the understanding that if the alterations do not work, the Contractor is responsible to remake

any affected parts as per the original drawing and noted changes.

2.2.8. The Contractor will provide a finalized shop drawing with measurements which East Hants may use as a reference for future competitions. The drawing may be marked by the Contractor to indicate they have no liability if used by a third-party to fabricate the Bins. These drawings do not need to provide cutting instructions, just faithfully describe the end product. An engineer stamp is not required.

2.2.9. The Maximum weight of contents in the Bins will never exceed 1,000 kilograms and is typically much less.

2.3. EAST HANTS REPRESENTATIVE

2.3.1. The East Hants Representative for these Services is Andrea Trask, Manager of Solid Waste. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Goods to be completed.



3. TERMS AND CONDITIONS OF PURCHASE

In the following terms and conditions, the successful Bidder will be referred to as “the Contractor”.

ACCEPTANCE

The Contractor must schedule the delivery date no less than five (5) days before the Goods will be available to be delivered. This delivery date must be at the convenience of East Hants.

The Goods delivered by the Contractor must conform to the requirements set in place by East Hants unless such requirements have been modified, in writing, during the term of the agreement.

REGULATIONS

The Contractor shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction.

RESPONSIBILITY FOR DAMAGE

The Contractor shall repair and restore to its original condition prior to the damage any material or surface damaged by their operations.

East Hants will have no responsibility for damage to the Goods, however caused, until the equipment is unloaded to our satisfaction at Waste Management Centre.

TERMINATION

East Hants may terminate the agreement at any time, for any reason, by providing thirty days' written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.

East Hants may terminate this agreement if the Goods do not conform to requirements or are otherwise unacceptable. The Contractor agrees that they will attempt to remedy the situation and to find a way to make the Goods acceptable. Under no circumstances may such remedy represent additional cost to East Hants, nor will East Hants be required to accept a remedy which it does not wish to. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the Goods are not acceptable, such notice shall be considered notice to terminate the agreement.

East Hants reserves the right to terminate this agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.

INDEMNIFICATION

The Contractor 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 Contractor, 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 Contractor in accordance with this agreement, and shall survive this agreement.



INSURANCE

The Contractor **must** have and must maintain automobile insurance in the amount of \$2,000,000.00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage. This insurance shall not contain any endorsement that excludes the operation of attached machinery.

The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$2,000,000.00 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.

The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:

- a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
- b. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
- c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.

The COI for Commercial General Liability insurance must provide for 30 days' written notice of cancellation or material change. The Contractor must provide a new certificate of insurance each time the insurance is renewed, for the duration of this contract.

The Contractor is responsible to have and to maintain insurance on any equipment and materials they will use to during work on East Hants' site. East Hants will not be responsible in any way for lost, damaged or stolen equipment belonging to the Contractor

In addition:

- a. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the East Hants.
- b. In the case where the Contractor will use subcontractors or third-party suppliers, such subcontractors and third-party suppliers must obtain and provide proof of insurance coverage that is equal to that required of the Contractor under this agreement.
- c. Failure to maintain the required insurance coverage may be grounds for termination of the agreement.
- d. No welding may be completed at the WMC unless the Contractor's COI indicates welding and provides. The Contractor will provide their fire watch procedures to East Hants.

The Contractor must have and maintain for the duration of their time on an East Hants' site Workers' Compensation Board of Nova Scotia (WCBNS) workplace injury insurance coverage. The Contractor must provide their WCBNS letter of good standing prior to commencing any work on an East Hants site.

GOVERNING LAW

The laws of Nova Scotia shall govern this agreement. If any dispute should arise under the terms of this agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

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. The Cost to provide each Bin is described as follows:

a. Cost per Bin \$ _____

b. Total Cost before HST (2 x Cost Per Bin) \$ _____

East Hants may purchase more than two Bins if the cost is such that they have sufficient budget to do so.

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.
- The Bidder has read, understands and will, if awarded the work, comply with insurance requirements specified in section 3.



- d. The Bidder hereby agrees to supply the Goods described in Section 2 at the Prices indicated above, inclusive of, without limitation, all fees, expenses, or costs for which the Bidder may wish to be reimbursed, except HST. By signing this Quotation Form, the Bidder agrees to be bound by the Terms and Conditions of Purchase in section 3 included in this RFQ document.

Authorized Signature

Name (Printed)

Title (Printed)

Date



APPENDIX B - QUESTIONNAIRE

Bidder’s Company Name: _____

The following questions will be used to help East Hants to determine, in their sole opinion, which Bidder, if any, can provide the best value when providing the Goods specified in section 2.

1. Provide a brief overview of your company, including experience fabricating this type of product.

2. Discuss paint shop capabilities. Will you be painting yourself or using a third-party? Include the brand and type of paint which you intend to use, preparation that will be done, the number of coats that will be applied, and processes you use to ensure a quality and durable paint job.

3. Briefly discuss quality, including how you verify welds, verify cut parts, and your final inspection process.



4. Provide a minimum of two references where the Bidder currently supplies similar Equipment and related services. East Hants may not be used as a reference; however East Hants may consider their own experience in dealing with the Bidder when evaluating the Quotations. Include name, company, phone number and email address for each reference. Please verify your references will be available by phone within 1 week of the closing date in case we need to contact them.

5. How long will fabrication take?



EXHIBIT 1 & 2

Provided as separate PDF documents.



EXHIBIT 3

Pictures









