

REQUEST FOR PROPOSAL (RFP) FOR ONE (1) HALF-TON TRUCK (DOUBLE CAB) CONTRACT #2020-PW-001

PROPOSALS RECEIVED BY:

The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161 Fax: 613-264-8516

E-mail: <u>clerk@tayvalleytwp.ca</u>
Website: <u>www.tayvalleytwp.ca</u>

PART "A" - INFORMATION TO BIDDERS

1. Proposal Form

Sealed Proposals, clearly marked as to the contents, on the forms supplied by the Corporation of Tay Valley Township ("the Township"), will be received, by the undersigned or his/her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday, January 30**th **2020 for One (1) Half-Ton Truck (Double Cab).**

Proposals received after closing time will not be considered.

The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6

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One copy of the **completed Form of Proposal**, Part "D", on the forms provided, shall be submitted. All information shall be shown in the Proposal in the spaces provided, including the signature of the Bidder with his/her address and telephone number.

Proposal Forms must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. Proposals must be submitted, using the Proposal Label – Form 5 (to be affixed on your Proposal Envelope).

The Proposal must be legible, written in ink or typewritten, where stipulated, with the unit price for every item and other entries clearly shown. Proposals which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to The Corporation of Tay Valley's Form or by a covering letter, or by alterations to the form supplied, unless otherwise provided in Part "A" - Information to Bidders.

Proposals received by fax or email will be disqualified.

PART "A" - INFORMATION TO BIDDERS

2. Clarification of Documents

Any clarification of the Township's documents required by the Bidder, prior to submission, shall be requested through the Township. Any such clarifications so given shall not, in any way, alter the Township's documents and the Bidder and the Township agree that in no case shall oral arrangements be considered. No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda that were considered when the submission was prepared.

All questions shall be directed, in writing (by email) to the Clerk.

All questions/discrepancies identified must be sent to the Township at least three (3) business days prior to the submission due date by 4:00 p.m.

Copies of all questions and answers and any addenda will be posted on the website no later than two (2) business days prior to the submission due date by 4:00 p.m.

3. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the Proposal documents, issued by the Township, and the Company's submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township's intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

4. Addenda

Bidders may be advised by addenda, of required additions, deletions or alterations in the requirements of the Proposal documents. All such changes shall become an integral part of the Proposal documents and shall be allowed for in arriving at the total submission price.

PART "A" - INFORMATION TO BIDDERS

5. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid **in addition** to the Proposal's price.

6. Health and Safety

The Bidder assumes full responsibility for conforming to all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
- (b) Provide a copy of your Company's Health and Safety Policy Statement, dated not later than **2020**, to be submitted with the Proposal.
- (c) Provide a copy of the applicable WSIB Certificate of Clearance or equivalent (if the Bidder is from outside Ontario), to be submitted with the Proposal.

Upon request, at any time, from the awarding to the completion of the Contract, submit proof of fulfillment of the above noted.

7. Accessibility

The Bidder shall provide a declaration with the Proposal that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in Appendix "A".

8. Bidder's Checklist

To assist Bidders with completing a response to this Proposal, a Proposal Checklist is included in Part D.

9. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed and must be submitted to the Clerk. No fax, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

PART "A" - INFORMATION TO BIDDERS

10. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date.

11. Proposal Results

The names of the Bidders and total bid prices will only be made available at the Proposal Opening. After the Proposal Opening, requests may be submitted to the Township for the results and only the names of the Bidders and total bid prices, as read out at the Proposal Opening, will be given in the reply. Bid results will be posted on the Township's Website at www.tayvalleytwp.ca within 48 hours of the Proposal Opening.

12. Bid Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a Proposal to the Township, the Township reserves the right to reject an offer to supply goods and/or services or Proposals presented in response to the Township's procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period. Township Council may remove a Company's name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

Unless otherwise specified in these Proposal documents, this Proposal constitutes an irrevocable offer to provide the goods and/or services described herein **for a period of ninety (90) calendar days** from the closing date of the receipt of Proposals.

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Company address, given in the Submission, shall constitute notice of acceptance of the Contract.

Bidders may submit multiple bids in the event that the Bidder is providing different options and specifications.

PART "A" - INFORMATION TO BIDDERS

13. Insurance

The successful Company shall provide the following insurance:

Commercial General Liability Insurance

The General Liability policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence.
- b) The Township shall be added as an additional insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) The policy shall contain a provision for contractual liability oral and written
- e) The policy shall provide the Township with 30 days' notice of cancellation or nonrenewal.
- f) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
- g) Contingent Employer's Liability.
- h) Broad Form Property Damage.

Motor Truck Cargo Insurance

The Company, if delivering the vehicle by separate conveyance rather than driving it to the delivery destination, shall obtain and keep in force for the duration of this contract Motor Truck Cargo Insurance on an All Risks basis, in an amount sufficient to cover the full replacement cost of the equipment being provided under the contract while that equipment is being delivered to the Township, including during loading and unloading from the conveying vehicle(s).

Other Requirements

The Company acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Corporation of Tay Valley Township, its agents and employees from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

The Contractor shall obtain and keep in force for the duration of this Contract automobile insurance under a standard Automobile Policy with limits no less than \$2,000,000 in respect of each owned or leased vehicle to be used in connection with the performance of the contract once awarded.

PART "A" - INFORMATION TO BIDDERS

14. Failure to Enter into an Agreement

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (should agreement changes be requested), rescind the selection of that Bidder and proceed with the selection of another Bidder.

15. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

16. Laws and Regulations

The Company shall comply with relevant, federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

17. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice; terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township's written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

PART "A" - INFORMATION TO BIDDERS

If the Township terminates the Contract, it is entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

18. Contract Cancellation

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

19. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Proposal save as provided in the Contract. The Township reserves the right to reject any or all Proposals and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any Proposal will not necessarily be accepted.

20. Liquidated Damages

Liquidated damages shall be paid by the contractor if the delivery called for in the Tender is not completed within the time set out in the Tender, or by an amended date approved by the Township. The Contractor agrees to pay the Township liquidated damages at a sum of \$500.00 per calendar day, for each day's delay in delivery.

21. Payments

PART "A" - INFORMATION TO BIDDERS

The Company shall invoice the Township, "Tay Valley Township", upon delivery. The Township shall pay said ninety percent (90%) of the invoice within thirty (30) days of receipt of the invoice (date of delivery).

Payment by the Township, of the ten (10%) percent holdback, shall be made thirty (30) days from the date of delivery.

The successful Bidder will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Township after the Contract is awarded. The Township shall have the right to withhold, from any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

22. Municipal Freedom of Information and Protection of Privacy Act

Any personal information collected by or on behalf of the Township under this Proposal is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the Township.

PART "B" - GENERAL CONDITIONS

- 1. The unit shall be a new, 2020 model year or newer.
- 2. The unit shall be delivered **on or before April 1**st, **2020.** The unit shall be delivered to the Bathurst Garage, 217 Harper Road Perth, Ontario.
- 3. The following specifications are prepared with the intention of providing a basis for securing competitive bids. Notwithstanding certain detail, equipment of similar design and construction will receive consideration if, in the opinion of the Tay Valley Township, it is considered to be suitable for the intended application and generally conforms to performance requirements.

All bids on equipment not fully meeting the specifications shall be accompanied by a statement fully outlining any departures from the specifications and fully describing the equipment offered.

- 4. Bidders must also provide the appropriate information where "Specify" is noted.
- 5. The same company may submit multiple bids for units with different options. Multiple bids shall be submitted as a separate submission.

PART "C" - SPECIAL CONDITIONS

- 1. This specification covers the supply of one (1) Half-Ton Truck (Double Cab).
- This specification covers only the major details of the units. It is the supplier's
 responsibility to deliver fully equipped units with compatible components to provide
 dependable efficient service.
- 3. No wiring is to be cut or spliced without written approval from the Original Equipment Manufacturer (OEM) or The Corporation of Tay Valley Township.
- 4. No frame or structure is to be cut, welded or drilled without written approval from the OEM or The Corporation of Tay Valley Township.
- 5. All wiring to be spliced must be soldered and covered with shrink tube.
- 6. All aftermarket installation, service and operators' manuals as well as warranty certificates must be forwarded to The Corporation of Tay Valley Township.
- 7. A copy of the owners, parts, service, operators (2 copies), shop manuals (including complete wiring diagrams) and CDs will be forwarded to The Corporation of Tay Valley Township.
- 8. All warranty certificates and the vehicle line tickets must be forwarded to The Corporation of Tay Valley Township.
- 9. Dealer will license the unit until December 31st, 2020. Do not include in the Proposal price, invoice separately.
- 10. The Unit will be delivered as a complete working unit to 217 Harper Road, Perth Ontario K7H 3C6.
- 11. Warranty and in service date will start the day the unit are delivered to 217 Harper Road, Perth Ontario K7H 3C6.

PART "D" - FORM OF PROPOSAL

I	, o	nf,,
signature of whose		ation, other than the one whose signature or the all is or are attached below, has any interest in this e taken.
comparison of figur	es or arrangement with	is made without any connections, knowledge, n any other company, firm or person making a Proposal ir and without collusion or fraud.
is or will become in performance of the	terested, directly or ind Contract, or in the sup	of the Township Council, or any Officer of the Township lirectly, as a contracting party or otherwise, in the plies, work or business to which it relates or any portion to be used therein or in any of the monies to be
I FURTHER DECL	ARE that several matte	ers stated in the said Proposals are in all respects true.
is executed by the safter the closing da	successful Company fo te, whichever first occu	o continue open to acceptance until the formal contract or the said Proposal OR for a period of ninety (90) days are and that the Township may, at any time, within that sion whether any other Submission has been previously
	ARE that the awarding nce of this Proposal.	of the contract based on this Proposal by the Township
received, and that a prices submitted. I to furnish all necess to provide, furnish, therein, to complete and special provision	all changes specified in do hereby Proposal an sary labour, machinery, deliver, place and erec e the work, herein desc ons and to accept in full sured quantities, excep	ddenda No, inclusive, has/have been the Addendum/Addenda have been included in the and offer to enter into a Contract, to do all of the work and tools, apparatus and other means of construction, and at all materials mentioned and described or implied wibed, in strict accordance with the plans, specifications I payment therefore, the sums calculated in accordance of where noted, at the unit prices set forth in the
Witness		Signature
Date		Name of Company
E-mail Address		Address
Name of Signing Au Contract (Please pr		Telephone

PART "D" - FORM OF PROPOSAL

SPECIFICATIONS AND CONFIRMATION FOR A HALF-TON TRUCK

MAKE:			
MODEL:			
YEAR:			
The following Specifications are designed to generally describe the features required. The Supplier is advised that some features are not standard equipment or normal options. Please indicate exceptions in the space provided.			
1. GENERAL			
This specification covers a half-ton truck, double cab, 2020 model or newer, supplied with all standard equipment.	Mandatory		
Signed Manufacturer's Factory Warranty documents shall be supplied to Tay Valley Township for the vehicle purchased.	Mandatory		
One hard copy manual for all equipment, including spare parts manual.	Mandatory		
Vehicles shall meet or surpass the mandatory requirement of the "Canadian Motor Vehicle Safety Regulation" (SOR 70/487) amended and bear the National Safety Mark. The vehicles must come in a "fit" status with all applicable documentation to confirm status.	Mandatory		
Truck shall be white in colour.	Mandatory		

Initials

Mandatory

Two (2) sets of keys cuts and remotes and ready to use.

PART "D" - FORM OF PROPOSAL

NO.	ITEM	DESCRIPTION OF SPECIFICATION	CONFIRM
	Warranty:	Powertrain warranty: 5 Years or 160,000 km.	Yes No Specify: yrs km
		Corrosion Coverage:	Specify: yrs km
	Wheelbase:	3745 mm (147.45 in)	Yes No
	Vehicle Gross Weight:	3,175 kg / 7,000 lbs. minimum.	Yes No
	Engine:	Gasoline / ethanol electronic fuel injection V8 with flex fuel.	Yes No
		5.3L V8 with 355 horsepower and 383 lbft. of torque	☐ Yes ☐No Specify:
		Block heater	Yes No
		Factory installed remote start	☐ Yes ☐No
		Battery: 850 C.C.A. minimum	☐ Yes ☐No
		maintenance free battery	Specify:
		Alternator: 170 amp minimum	☐ Yes ☐No Specify:
	Transmission:	6-Speed automatic transmission	Yes No Specify:
		4x4 Transfer Case with 2-high, 4-low, and 4-high setting	☐ Yes ☐No
		Locking differential	☐ Yes ☐No
	Exterior:	Double Cab with 4 full doors	☐ Yes ☐No
		Standard Box, minimum length of 2018 mm (79.4 in.)	☐ Yes ☐No Specify:
		Cornerstep rear bumper	☐ Yes ☐No
		Spray in box liner	Yes No
		Black side steps - full length, 6 in rectangular	☐ Yes ☐No Specify:
		Heated and power front mirrors	☐ Yes ☐No
		Spare tire with jack and wheel wrench supplied.	☐ Yes ☐No
		Lift assist tailgate, power lock and release	☐ Yes ☐No
		Factory installed back-up camera	☐ Yes ☐No
		Deep-tinted windows	Yes No

_____Initials

PART "D" - FORM OF PROPOSAL

		Remote keyless entry (2-remotes)	☐ Yes ☐No
		Rear window defogger	Yes No
		Skid plates	☐ Yes ☐No
	Interior:	40/20/40 reclining split front bench seat	☐ Yes ☐No
		60/40 split-folding rear bench seat	☐ Yes ☐No
		120-volt power outlet	☐ Yes ☐No
		Colour touchscreen infotainment system	☐ Yes ☐No
		Power windows and locks (front and rear).	☐ Yes ☐No
		Tilt steering column	☐ Yes ☐No
		AM-FM radio with Bluetooth, hands-free phone option	☐ Yes ☐No
		Air conditioning	☐ Yes ☐No
		Wipers – intermittent 2 speed with washers	☐ Yes ☐No
		Carpet floor covering	☐ Yes ☐No
		Black cloth seat trim	☐ Yes ☐No
		All-weather removable floor mats, front and rear. WeatherTech, or approved equivalent	☐ Yes ☐No Specify:
		Interior mirror - day and night	☐ Yes ☐No
		Cruise control	☐ Yes ☐No
	Lights:	Auto-on head lights	☐ Yes ☐No
		Lights to meet Province of Ontario Legislation.	☐ Yes ☐No
	Trailering:	Trailering package	☐ Yes ☐No
	Wheels and Tires:	P265/65R/18 BF GOODRICH ALL-TERRAIN T/A KO2 tires	☐ Yes ☐No
		Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	☐ Yes ☐No
	Brakes:	4-wheel antilock disk brakes	☐ Yes ☐No Specify:
	Accessories:	Aluminum truck box. Weathergaurd Defender Series Saddle Box, or approved equivalent.	☐ Yes ☐No Specify:
		Truck rack. BackRack, or approved equivalent.	☐ Yes ☐No Specify:
_		Fire extinguisher, 5lb ABC type, mounted inside the cab, under the rear seat.	☐ Yes ☐No

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PART "D" - FORM OF PROPOSAL

List three municipalities in Ontario that have purchased similar equipment in the last 2 years:

1	
2.	
3.	
List location of Manufacturers Parts Warehouse:	
Distance from Tay Valley Township to nearest fixed support location	:
Kilometers: Location:	

PART "D" - FORM OF PROPOSAL

I/We hereby agree to supply **One (1) Half-Ton Truck (Double Cab)**. Complete in working condition in accordance with Parts "A", "B" and "C" of this Proposal for the following price:

DESCRIPTION	TOTAL PRICE Canadian \$ (LESS HST)
Supply one (1) 2020 or Current Production Half-Ton Truck (Double Cab)	

The specified Half-Ton Truck (Double Cab) will be delivered to the Tay Valley Township Bathurst Garage, 217 Harper Road, Perth, Ontario on or before **April 1**st, **2020**.

If the Bidder cannot deliver by this date, please specify the earliest delivery date:

Notes:

- i) HST will be paid in addition to the Proposal price
- ii) Prices must be rounded to two decimal places only
- iii) The Township reserves the right to accept a bid for a unit with a delivery date after the original specified delivery date

Initials

PART "D" - FORM OF PROPOSAL

CHECKLIST

Enclosed with submission:	
1. Completed Part "D" enclosed	
2. 2020 Health and Safety Policy – Part "A" (#6)	
3. WSIB Certificate of Clearance – Part "A" (#6)	
4. Accessibility Declaration – Part "A" (#7)	
Documents upon Award of Contract:	
1. Certificate of Insurance – Part "A" (#13)	
2. Electronic Funds Transfer Paperwork – Part "A" (#20)	

_____Initials

PART "D" - FORM OF PROPOSAL

PROPOSAL LABEL - FORM 5

To help identify your Proposal, please cut out the label below and affix this label to the outside of your Proposal Envelope:

THE CORPORATION OF TAY VALLEY TOWNSHIP PROPOSAL FOR ONE (1) HALF-TON TRUCK (DOUBLE CAB)		
The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6		
Attention:	Amanda Mabo, Clerk	
Telephone: Toll Free: Fax: E-mail:	613-267-5353 ext. 130 1-800-810-0161 613-264-8516 clerk@tayvalleytwp.ca	
CONTRACT NUMBER: 2020-PW-001	CLOSING DATE: 1:00PM January 30 th , 2020	
YOUR COMPANY'S NAM	E AND ADDRESS:	

[⋉] Use the above label for your envelope when you submit your Proposal Document.

APPENDIX "A" - ACCESSIBILITY DECLARATION

[COMPANY LETTERHEAD]

To: The Corporation of Tay Valley Township

From: [Company Name]

[DATE]

[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations

[SIGNATURE]
[NAME]
[POSITION]
[CONTACT INFORMATION]
[COMPANY]

Initials