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REQUEST FOR PROPOSAL - RFP 2024-012 Sault Ste. Marie Housing Corporation Annual Window Cleaning

Issue Date: Thursday June 27, 2024

1. Introduction

1.1. This Request for Proposal (RFP) is being issued by the Sault Ste. Marie Housing Corporation to solicit Proposals for Annual Window cleaning for all properties listed in "Appendix B".

2. Definitions and Interpretation

The following definitions shall apply to this Request for Proposals:

- 2.1. "Addendum Issuance Deadline" means the last day that an Addendum may be issued under this RFP, as set forth in Article 12. hereto;
- 2.2. "Conflict of Interest" includes any situation or circumstance that exists now, or may reasonably arise in the future, that could give the Proponent an unfair advantage during the RFP process or compromise the ability of the Proponent to perform its obligations under the Agreement, if selected as the Successful Proponent;
- 2.3. "Lump Sum Amounts" means, collectively, Total Lump Sum Amount from Appendix "B" Cost per Property:
- 2.4. "Owner" means Sault Ste. Marie Housing Corporation;
- 2.5. "Proponent" means an entity considering submitting a Proposal;
- 2.6. Proposal" means the proposal submitted by a Proponent in accordance with this RFP;
- 2.7. "Proposal Form" means the document attached as Appendix "A" hereto;
- 2.8. "Proposal Submission Deadline" means the time and date prior to which "Proposals must be submitted by Proponents, as set forth in Article 12. hereto;
- 2.9. "Question Submission Deadline" means the time and date prior to which questions must be submitted by Proponents, as set forth in Article 12. hereto;
- 2.10. "Successful Proponent" means a Proponent, if any, that executes the Agreement with the Owner.
- 2.11. RFP includes the following:

Appendix A – Proposal Form

Appendix B – Cost Per Property

Appendix C – Rated Requirements (Response to Article 14.2)

Appendix D – Proponent Information

3. Scope of Work

- 3.1. Provide materials, labour, equipment and transportation for the cleaning of all exterior glazing, including patio doors, fixed & operating windows, glazed doors and sidelights, etc., to the following properties listed herein "Appendix B".
- 3.2. This work shall commence immediately upon the Proponent being notified in writing to do so by the Owner and shall be for a period of <u>five (5) years</u> beginning upon signing of agreement and ending December 31, 2028.

3.3. The *Proponent* shall:

- 3.3.1. provide all necessary resources to coordinate, supervise and direct the construction *Work*;
- 3.3.2. ensure sufficient, properties management and cleaning staff are assigned to ensure proper coordination and supervision of the *Work*;
- 3.3.3. manage the *area of the Work* in accordance with the terms of the site-specific rules;
- 3.3.4. the *Proponent* shall maintain the *Place of the Work* in a safe and tidy condition on a daily basis and free from the accumulation of waste products and debris, other than that caused by the *Owner*, *Owner's* other Proponents, or their employees. Without limitation to or waiver of the *Owner's* other rights and remedies, the *Owner* shall have the right to back charge cleaning to the *Proponent* if not done by the *Proponent* within two (2) *Working Days* of notice to clean."
- 3.3.5. completion of all work to the reasonable satisfaction of the owner;
- 3.3.6. protect surrounding surfaces. Install temporary protective covers as necessary;
- 3.3.7. be responsible for damage caused by spillage or by use of a solution which is too strong. The Proponent shall ensure that surfaces adjacent to the cleaning operation are adequately protected at all times;
- 3.3.8. repair all damage caused by movement of ladders, scaffolding, equipment or materials during the execution of the work. Repairs shall be considered

- completed on approval by the Owner. Lawn areas and flowerbeds shall not be damaged and vehicles shall not be driven over grassed areas;
- 3.3.9. remove and replace all screens as required to carry out work under this Agreement;
- 3.3.10. ensure the surface of the window and door sills and jambs shall be carefully dusted to remove dust, dirt and cobwebs prior to washing;
- 3.3.11. clear water, changed frequently, shall be used for cleaning glazed surfaces. When this is not adequate, one of the following agents may be used:
 - a) one or two drops of Trisodium Phosphate 2-GP-31 per gallon of clear water. Any solution containing Trisodium Phosphate shall be removed immediately from any painted surface with which it comes in contact.
 - b) a commercial window-cleaning agent such as Windex or its equivalent may also be used.
 - c) glazed surfaces shall be dried and polished with a dry cloth after cleaning, and shall present a clear surface without streaks or unwashed areas.

4. Payment

- 4.1. At the completion of the work every year, the Proponent shall submit invoice to the SSMHC office within a reasonable timeframe. Failure to do so may result in the Proponent not being issued any new work until the invoices are caught up.
- 4.2. Invoice must show the contract number and be in detail. Each property must be shown separately with corresponding cost. If requested by the Owner, the Proponent must provide a further breakdown of costs to justify the invoice before payment is processed.

- 4.3. Upon receipt, verification and approval of said invoice by the Corporation, a cheque authorizing payment will be issued against the invoice submitted.
- 4.4. If upon receipt and verification of said invoice, SSMHC is not in agreement, the invoice will be returned to the Proponent for re-consideration in accordance with comments submitted by the SSMHC.

5. Use Of The Work And The Place Of The Work as follows:

The *Proponent* shall confine *Construction Equipment*, storage of *Products* and operations of employees to limits indicated by owner upon site review and shall not unreasonably encumber the *property* or the *Place of the Work*.

6. Inquiries

The Owner makes no representations or warranty as to the accuracy or completeness of the information provided in connection with this Request for Proposal (RFP) and disclaims all express and implied representations, warranties and conditions in connection with this RFP. Proponents should make their own investigations, projections and conclusions, and consult their own advisors, to independently verify the information contained in this RFP, and obtain any additional information that they may require, prior to submitting their RFPs.

Each Proponent shall review this RFP in a reasonable and prudent manner and satisfy itself this RFP is complete and clear. Proponents finding discrepancies, errors or omissions, or having questions or comments, shall immediately notify Jashar Rosauro at

email <u>j.rosauro@socialservices-ssmd.ca</u>. All correspondence must be received in writing by the Question Submission Deadline. No oral communication will be considered binding. The contact person for all matters related to this RFP is:

Jashar Rosauro, Infrastructure & Asset Manager
Sault Ste. Marie Housing Corporation
(705) 989-2286 or email above

The RFP of any Proponent who requests, and/or receives, any information with regard to this RFP from any person(s) other than the above stated person, or their designate, may be disqualified. And, for clarity, any such information does not form part of this RFP.

7. Construction Safety

- 7.1. From the date of commencement of the Work until the date of completion of the Work, the *Proponent* shall assume overall responsibility for, and shall be solely responsible for, construction health and safety at the *area of the Work* (*Owner's* own forces or other Proponents, or any other person employed by any of them, and each of their respective employees, directors, officers, agents, and invitees, and whether or not any Agreementual relationship exists between the *Proponent* and such person (collectively the "*Properties Work*")) and for compliance with the rules, regulations, and practices required by, and other requirements of, the OHSA. Without limiting generality of the foregoing:
 - 7.1.1. the Proponent acknowledges and agrees that the Proponent is the Proponent in respect of the area of Work and the Proponent shall carry out and fulfill the duties and responsibilities of the Proponent and those set out in paragraph 3.1; and
 - 7.1.2. the Proponent's duties, obligations, and responsibilities shall also include, and the Proponent shall carry out and fulfill, the Owner's duties and responsibilities as an Employer in relation to workplace safety in respect of the Work, and the Place of the Work.
- 7.2. Prior to the commencement of the *Work*, the *Proponent* shall submit to the Owner:
 - 7.2.1. a current Workplace Safety & Insurance Board Clearance Certificate;
 - 7.2.2. copies of the Proponent's insurance policies having application to the Properties or certificates of insurance, at the option of the Owner;
 - 7.2.3. documentation setting out the Proponent's in-house safety programs; and
- 7.3. Without limiting the generality of paragraph 6.1,
 - 7.3.1. the Proponent has provided, and shall continue to provide, the appropriate health and construction safety instruction and training to the Proponent's employees, attending on the work area;
 - 7.3.2. the *Proponent* shall establish, initiate, maintain, supervise and comply with all safety precautions, policies, and programs with respect to the *Work* and shall be responsible for compliance with such precautions, policies, and programs;
 - 7.3.3. the Proponent shall report to the Owner all health and safety violations of the Proponent's health and safety program and plan and any charges from the

Ontario Ministry of Labour, Immigration, Training and Skills Development that are related to the Work, including Proponent's response, no later than one (1) Working Day after such incident.

- 7.4. The Proponent represents and warrants and shall provide evidence to the Owner upon request that the Proponent and Consultants, Other Consultants, SubProponents and Suppliers have in place safety programs, and that all employees of the Proponent and have received training in occupational safety, all in compliance with the requirements of the OHSA and are effectively enforcing the applicable safety programs.
- 7.5. The Owner may request the Proponent to stop the progress of the Work whenever in the reasonable opinion of the Owner there is danger to safety, life or property. However, and for greater certainty, any such action by the Owner is a temporary, emergency measure which the Owner and Proponent agree, does
- 7.6. not derogate from, limit, relieve or otherwise alter the Proponent's obligations as the Proponent for the awarded work.

8. Liability Insurance

- 8.1. Commercial General Liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the Proponent, the Owner may agree to increase the deductible amounts.
- 8.2. Commercial General Liability insurance providing third party bodily and personal injury and property damage coverage in an amount of not less than \$5,000,000 per occurrence, stating Sault Ste. Marie Housing Corporation is an additional insured and containing a Cross Liability and/or Severability of Interest Clause, protecting each insured to the same extent as if they were separately insured.

9. WSIB

The Proponent will provide a WSIB Certificate for the duration of the Agreement.

10. Examination of Place Of The Work:

The Proponent represents and warrants that prior to the submission of the bid, and again as part of preparing the Lump Sum Price RFP, the Proponent, using the Standard of Care, has examined the Place of the Work and surrounding area and has satisfied itself as to the scope and character of the Work, all conditions and information affecting the Work, or that, not having used the Standard of Care, the Proponent has assumed and does hereby assume all risk of conditions now existing at the time of bidding."

The Proponent represents and warrants that it has reviewed the sites list in the Proposal documents or any other information provided by or on behalf of Owner using the *Standard of Care*. The *Proponent* shall immediately report to the *Owner* any error, inconsistency or omission it discovers in such information and documents for resolution of the issue and the *Proponent* shall comply with the determination of the *Owner* in such matter.

11. Submission Schedule

The Following schedule shown in the table below has been established for the RFP.

RFP Activity	Date
Issue Request for Proposal	June 27, 2024
Question Submission Deadline	July 5, 2024
Addendum Issuance Deadline	July 10, 2024
Proposal Submission Deadline	July 11, 2024
Evaluation of Proposals	July 12, 2024
Award to the Successful Proponent	July 19, 2024

12. Place for Delivery of RFPs

Proponents shall deliver their RFP in a sealed envelope to:

Sault Ste. Marie Housing Corporation 548 Albert Street East

Sault Ste. Marie, ON, P6A 7A7

The envelope shall be clearly identified as "QU 2024-012" Annual Window Cleaning Proposal by [Proponent's name]".

13. Time for Submission of RFPs

RFPs must be submitted at the address listed in Article12. by **12:00:00 p.m. Eastern Time on July 11, 2024** ("RFP Submission Deadline"). Faxed RFPs will not be accepted. RFPs delivered after the RFP Submission Deadline will be time stamped and returned to the Proponent unopened.

14. Submission Instructions

- 14.1. Responses to this RFP must be submitted as follows:
 - a) Substantive response to the RFP, completed in full and identified using the same heading. Properties number (numeric and alpha), and in the sequence provided in order to assist in the evaluation process;
 - b) RFP Form "see Appendix A" and Cost Per Property "See Appendix B"— the original copy, completed in full and signed, all sealed in a separate envelope contained within. RFP Form and Cost Per Property, together with the substantive response documents, must be submitted in a single package.
 - c) the main RFP envelope and clearly identified as "RFP Form for [Proponent's name]"; and it is understood that all materials and information received by the Owner from any Proponent in relation to this RFP, including, without limitation, any RFPs received by the Owner (collectively "RFP Materials") and all intellectual property rights therein will be the sole and absolute property of the Owner (and may not be returned by the Owner). Without limiting the generality of the foregoing, the Owner may copy the RFP Materials and disclose and distribute RFP Materials to its employees, advisors and third parties. Each Proponent assigns and transfers to the Owner and will cause all personnel and others to assign and transfer to the Owner, all right, title and interest in the RFP Materials, including, without limitation, intellectual property rights therein. Proponents will cause all personnel and others to waive, for the benefit of the Owner, their respective moral rights (and any similar rights to the extent that such rights exist) in and to the RFP Materials. For clarity, this RFP will remain the property of the Owner.

14.2. Capacity and Commitment to the Properties

Proponents must describe the ability to respond to the scheduling demands of these Properties listed in Appendix B.

Proponent must include detailed work history. This should encompass relevant past projects, the scope of work and references.

Proponents must describe their approach to worker health and safety and environmental protection, including, without limitation, their corporate worker health and safety and environmental protection program, the worker health and safety and environmental protection related qualifications of members of the work team. A comprehensive WSIB rating for the last three (3) years (Appendix C) must be included.

15. Process

The selection of the Preferred Proponent will be based on the evaluation of the Proposal in accordance with the requirements and procedures described herein. The RFP must be conducted according to Section 3. Scope of Work.

16. Evaluation

16.1. General

Proposal will be evaluated in accordance with the process described herein, and be evaluated through review and analysis by a selection committee appointed by the Owner.

The aim of the selection committee will be to select one Proposal which in its sole discretion meet(s) the Owner's scope of Work and provide(s) the best overall value to the Owner. The Proposal selected, if any, will not necessarily be the one offering the lowest fees of pricing or cost to Owner. Proposal pricing is only one of the factors considered in determining the total final score for a Proposal and the relative ranking of Proposal.

By responding to this RFP, Proponents will be deemed to have agreed that the selection committee, in its sole and absolute discretion, shall decide the Proponent(s) which are the Preferred Proponent(s) and the Successful Proponent(s), if any, and the decision of the selection committee shall be final and binding.

16.2. Selection Criteria

The selection of the Preferred Proponent(s) and the successful Proponent, if any, will be based on the criteria described in this RFP and who provides the best overall value to the Owner.

The selection committee will score the Proposals using a multi-stage evaluation process based on price, and mandatory and rated requirements. In developing proposals, Proponents must bear in mind the requirements found in the following sections:

1. Mandatory requirements can be found in Article 12,13 & 14

RFP Form and Cost Per Property envelope will only be opened and considered if they fully comply with all mandatory requirements specified. Ensure that all criteria are met before submission to avoid disqualification

2. Rated requirements can be found in Article 14. 2

The selection committee will score the Proposals using the following evaluation table

Score	Response to Article	Criterion	Value
Mandatory Requirements	12,13 &14	Completeness & Compliance	Pass/Fail
		Scheduling Capacity	10%
Rated	Appendix	Physical Resources	5%
Requirements	C (14.2)	Work History	10%
		Safety Report & History	25%
Pricing	Appendix A & B	Lump Sum Amounts / Cost Per Property	50%
	TOTAL		100%

The Proposal that achieves the highest total final score based on the evaluation conducted by the selection committee will be ranked first and the Proponent that submitted such Proposal will be the Preferred Proponent.

16.3. Evaluation Results

Upon conclusion of the evaluation and selection process, a final recommendation of the Preferred Proponent will be made by the Owner. Proposal evaluation results shall be the property of the Owner and shall not be disclosed to the Proponents

16.4. Negotiations and Agreement

The Preferred Proponent will be notified by the Owner that its Proposal has received the highest total score. The selection of the Preferred Proponent will not oblige the

Owner to negotiate or execute any agreement with that Preferred Proponent. The award of the RFP Agreement resulting from this RFP will be a sole discretion of the Owner.

The Owner shall have the right to negotiate on such matter(s) as it chooses with the Preferred Proponent without obligation to communicate, negotiate or review similar modifications with other Proponents, including, without limitation, pricing, schedule, Agreement and all other commercial, technical or legal matters, whether or not dealt with in this RFP or the Proposal. The Owner shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations with the Preferred Proponent, the scope of the services may be refined, issues may be prioritized, responsibilities between the Proponent and the Owner may be settled and issues concerning implementation may be clarified.

If the RFP Agreement cannot be negotiated and finalized within (30) thirty days of the notification to the Preferred Proponent or such shorter time deemed reasonable by the Owner, the Owner may, at its sole discretion, terminate negotiations with that Preferred Proponent and negotiate the RFP Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

Any final agreement between the Preferred Proponent and the Owner must contain terms and conditions in the interests of the Owner and be in a form satisfactory to the Owner. Any final RFP Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services required to complete the Scope of Work.

17. Miscellaneous

17.1. RFP Only

This RFP is only a request for Proposals and is not, and under no circumstances to be construed or considered as, an invitation to bid or call for tenders. Neither the RFP nor the submission of any Proposals shall, in any way whatsoever, create any binding obligations on the Owner. For clarity, the RFP is not intended to be an offer to enter into a bidding Agreement with Proponents (often referred to as "Agreement A") and the Owner shall have no obligations or liability of any kind to a Proponent in respect of the RFP.

This RFP does not commit the Owner to any specific course of action. Notwithstanding any other provision of this RFP, the Owner may, in its sole discretion, accept or reject any or all Proposals, seek additional responses to the RFP, cancel or withdraw this RFP without substitution of another request for Proposals, conduct investigations into any Proponent or any Proposal at any time, waive requirements or request amendments to a Proposal, or do nothing in relation to the Proposals or this RFP. The Owner may accept any Proposal in whole or in part. There is no express or implied term of this RFP that the lowest priced Proposal or the highest ranked Proposal will be identified as the Successful Proponent. While the Owner intends to enter Agreement negotiations with Preferred Proponents, the fact that the Owner has given notice to a Preferred Proponent does not bind the Owner to purchase any service or work from the Preferred Proponent. The Owner shall not be required to provide reasons for accepting or not accepting any particular Proposal, but may elect to do so.

17.2. Proponent Expense and Risk and Limit of Liability

The Owner is not liable to reimburse or compensate a Proponent in any manner whatsoever or under any circumstances in connection with the RFP (including cancellation or suspension of the RFP, rejection of any Proposal or the exercise of any other right by the Owner) and the Owner is not liable for any expenses or costs incurred by such Proponent in connection with, or in relation to, the RFP (including the preparation and submission of a Proposal, site visits, conference calls, travel expenses, interviews, meetings, discussions, oral presentations, on site demonstrations and any additional information requested by the Owner) and such expenses or costs shall be borne by such Proponent.

The Owner shall not be responsible for any liabilities, costs, expenses, losses or direct, indirect, special or punitive damages (including loss of profits, loss of opportunity and

loss of reputation) incurred, sustained or suffered by a Proponent arising out of or otherwise relating to this RFP, each Proponent's participation in this RFP, or Owner's acts or omissions in connection with this RFP and the Owner shall not be subject to, and a Proponent shall not seek, any order for injunctive relief, specific performance, certiorari or mandamus in any manner whatsoever or under any circumstance in connection with the RFP (including prior to, subsequent to, or by reason of a Proponent's preparation or submission of a Proposal or acceptance, non-acceptance, disqualification or rejection by the Owner of any Proposal or other proposal, or by reason of any delay in the acceptance of a Proposal or cancellation or suspension of the RFP or Owner entering into, or not entering into, an agreement(s) or any other actions taken by the Owner). This limitation applies to all possible claims, whether arising in Agreement, tort, equity, or otherwise, including any claim for a breach by the Owner of a duty of fairness or relating to a failure by the Owner to comply with the rules set out in this RFP.

Each Proponent waives any and all claims against the Owner for costs, expenses, losses or damages in connection with the RFP.

Notwithstanding that in accordance with Article 8.1 this RFP is not an invitation to bid or call for tenders and is not intended to create "Agreement A", the Proponent and all other entities participating in the RFP process agree that, in spite of Article 14.1 or any limitations of liability or waivers or releases in favour of the Owner, if the Owner is found to be liable, in any way whatsoever, for any act or omission in respect of the RFP process, the total liability of the Owner to any Proponent or any other entity participating in the RFP process, and the aggregate amount of damages recoverable against the Owner for any matter relating to or arising from any act or omission by the Owner, whether based upon an action or claim in Agreement, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Owner, shall be no greater than the Proponent's cost of preparing its Proposal or \$2,000 whichever is less.

17.3. Conflict of Interest

A Proponent shall, and shall ensure its team members, declare, and continue to be under an obligation to declare, all Conflicts of Interest or any situation that may be perceived as a Conflict of Interest. The Owner reserves the right, in its sole and absolute discretion, to exclude any Proponent or Proponent team member on the grounds of Conflict of Interest. The Owner may also, in its sole and absolute discretion, waive the ineligibility of a Proponent or a Proponent team member on such terms and conditions as the Owner, in its sole and absolute discretion, may require.

17.4. Addenda

The Owner may, at any time or times during this RFP, modify the RFP, in whole or in part, or provide clarification or additional information, if deemed necessary by the Owner. To address such issues, the Owner shall issue a written addendum to this RFP (collectively, the "Addenda" and individually, the "Addendum") to Proponents using the latest contact information provided by a Proponent to the Owner. The onus is upon a Proponent to ensure the Owner has the Proponent's correct contact information. The final Addendum shall be issued no later than the Addendum Issuance Deadline

18. Signature

The Proposal shall bear the signature and corporate seal of an authorized signing officer of the Proponent organization.

"Appendix A"

REQUEST FOR PROPOSAL FORM

Proponent Name:				
·				

The undersigned hereby agrees and offers to furnish the Annual Window Cleaning Work in accordance with the RFP Agreement and the following terms and conditions: (all amounts are in Canadian Funds and shall be inclusive of all taxes and duties, except Value Added Taxes)

Capitalized terms not defined in this Proposal Form shall have the meaning ascribed to them in the RFP 2024-012, issued June 27, 2024, as may be amended by Addendum.

1. PROPONENT'S LUMP SUM AMOUNTS

Item	Item	Amount
No.		
1	Lump Sum Amount (5 years)	\$
2	Harmonized Sales Tax (13% H.S.T.)	\$
3	Total Lump Sum Amount	\$

2. DECLARATIONS

The undersigned agrees that this Proposal shall be irrevocable and open for acceptance by the Owner for a period of 60 days from the Proposal Submission Deadline specified in the RFP.

The undersigned certifies that the information contained in this Proposal is accurate and acknowledges that any misrepresentation may disqualify the Proposal.

PROPONENT	
Name	
Title	
Signature I have the authority to bind the corporation	
Date	
PROPONENT TO AFFIX CORPORATE SEAL	

"Appendix B"

COST PER PROPERTY

SSMHC PROPERTIES					
PROPERTY ADDRESS	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)
588 Albert Street					
615 Bay Street					
49 St. Mary's River Drive					
137 East Street					
345 St. Georges Avenue					
39 Chapple Avenue					
53 Chapple Avenue					
55 Chapple Avenue					
90 Chapple Avenue					
101 Chapple Avenue					
123 & 131 Willoughby					
159 Gibbs Street					
668 & 672 Second Line West					
548 Albert Street East					
235 Wellington St West					
393 Dovercourt Road					
721 Wellington Street East					
Lump Sum					
HST 13%					
Total (this price is equal to the Total Submitted on the Proposal Form 1.3)		1	1	1	1

"Appendix C"

RATED REQUIREMENTS

Proponents are required to respond to Article 14.2 by providing proofs of scheduling capacity, physical resources, work history, and safety report.

"Appendix D"

PROPONENT INFORMATION

Company Information

Name:		
Mailing Address:		
City:	Postal Code:	
Company Phone:	Fax:	
Company Email:		
Company Website:		
Contact Person:		
Title:		
Contact Number:		
Email:		