



**THE CORPORATION OF THE TOWN OF COLLINGWOOD**  
**(the “Town”)**

**REQUEST FOR PROPOSALS**

**For Business Case for Foreign Direct Investment**

**Request for Proposals No.: EDO 2008-1**

**Issued: October 3, 2008**

**SUBMISSION DEADLINE: October 15<sup>th</sup>, 2008**

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# REQUEST FOR PROPOSAL

## 1. INTRODUCTION

### 1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals that achieve the best overall value to the Town.

### 1.2 Type of Contract for Services

The selected Proponent will be required to enter into an agreement (“Agreement”) with the Town for the provision of the Services in the form attached as Appendix A to this RFP. The Term of the Agreement is to be for a period of 3 – 6 months, commencing upon the execution of the Agreement.

### 1.3 Compliance with Applicable Laws

A condition of the Agreement is the requirement that the successful Proponent comply with all applicable laws of Ontario and Canada, including the Occupational Health and Safety Act (Ontario), the Ontario Human Rights Code, the Pay Equity Act (Ontario) and the privacy statutes applicable in the province of Ontario.

### 1.4 RFP Documentation

This RFP consists of the following documents that can be found on [www.investcollingwood.com](http://www.investcollingwood.com) web site:

- **Investment Focused Strategy**
- **Town of Collingwood Strategic Plan – (should be available end October)**
- **Economic Development Business Plan - 2007 - 2009**
- **Business Retention & Expansion Strategies –**
  - Manufacturing Sector
  - Knowledge Based Sector
  - Commercial Sector

## 1. DEFINITIONS

Unless otherwise specified in this RFP, capitalized words and phrases have their prescribed meaning set out in the Agreement.

“**Agreement**” means the Agreement in form and content substantially similar to the Agreement provided in Appendix D of this RFP that the successful Proponent is required to enter into with the Town.

“**Annual**” means twelve months.

“**Days**” means Business Days unless the term calendar days is specifically used.

“**Evaluation Team**” means the individuals who have been selected by the Town to evaluate the Proposals.

“**Executive Team**” is a representative group from the Town that will evaluate the oral presentation.

“**Must**” and “**Shall**” indicate a mandatory requirement that in the view of the Town must be substantially completed and complied with in order for a Proposal not to be rejected.

“**Prime Contractor**” means a single Proponent that proposes to assume full contractual and financial liability for their participation. A prime contractor may not have subcontractors.

“**Proponent**” means the respondent to this RFP.

“**Proposal**” means all the documentation submitted by the Proponent in response to the Request for Proposal, which has been accepted by the Town, in whole or in part. The terms ‘response’ and ‘submission’ are also used to mean Proposal.

“**Request for Proposal**” or “**RFP**” means the Request for Proposal issued by the Town for goods/or services and any addenda thereto.

“**Services**” mean the goods and services to be provided by the Supplier to the Town.

“**Should**” indicates a requirement that the Town would like the Proponent to address in its Proposal.

“**Subcontractor**” means any Person having a contract with the Supplier for the performance of a part or parts of the Services.

“**Supplier**” means the successful Proponent that has signed the Agreement.

“**Town Contact**” means the person designated by Town to be the contact person with during the procurement process.

## **2. THE SERVICES**

### **1.5 Background**

A Foreign Direct Investment Business Case Strategy is required for the Town of Collingwood that will enable the municipality to move forward with High Tech Investment within the municipality, creating new employment and Foreign Direct investment opportunities.

Prior experience is required for developing a FDI Business Case Strategy that will provide as a tool for the Town of Collingwood to attract new investment into the community.

The work will require consultation with the Town of Collingwood Economic Development Officer and representative of the Economic Stability & Development Services Board, as well as input from representatives of various municipal departments.

### **1.6 Purpose and Objectives**

Collingwood is strong in tourism and industrial development, however with the number of lay-offs that have occurred over the past several years in manufacturing, the municipality is wishing to move forward with a High Tech Investment Strategy Business Case, that will identify the community's strengths and weaknesses within this sector, that will complimentary this communities life style and location advantages.

### **1.7 Description of Services**

The proposed process to follow in completing this assignment must include a definitive work plan and time frame. Work components will include but not be limited to the following:

Once into the assignment, the work plan can be re-evaluated as required and as more information becomes available.

#### **Scope of Work:**

- Project vision and timelines - critical path
- Economic and industry overview
- Existing knowledge; current studies & plans
- Competitive Analysis (SWOT Analysis of Collingwood's current and future economy)

- Collingwood's Positioning Statement
- Identify Foreign Direct Investment Target Market
- Interim verbal and written reports and presentations to the Economic Stability and Development Services Board and EDO
- Direct communication with EDO
- Presentation of the final report to Collingwood Council

The following section should describe the process that the successful consultant proposes to follow in completing this assignment. This should not be a definitive work plan as the successful consultant may encounter unforeseen issues/factors that need to be addressed. Once into the assignment the work plan can be varied as required and as more information becomes available.

### **STEP 1 – INITIAL MEETING**

The first step in this assignment is an initial client meeting, in this case with the Economic Development Board and Senior Staff. During this meeting the successful consultant would review the proposed work plan, clarify any questions about the proposed methodology and to set target dates and key milestones for this assignment.

During this first meeting the successful consultant should also collect copies of previous reports and other relevant studies and to review any other pertinent materials recommended by the committee to improve their understanding of the issues that need to be addressed in this assignment.

Joint agreement between the consultant and the Board should be reached on a reporting schedule and target dates for the presentation of the final report.

### **STEP 2 – DATA COLLECTION PHASE**

Collingwood's new Foreign Direct Investment Business Case Strategy will be developed in an open, consultative manner to be as inclusive as possible. Additionally, the Town of Collingwood requires leadership through this complex process. This process must gather the inside and outside perspectives of the community; the inputs of key stakeholders, influencers and experts. It must also conduct a detailed survey of the competitive landscape, then position the product or service to take full advantage of opportunities. Consideration should be given to the 25 year Sister City relationship that the Town of Collingwood enjoys with Katano, Japan.

### **STEP 3 – DEVELOPING A FOREIGN DIRECT INVESTMENT BUSINESS CASE STRATEGY**

It is important that the Foreign Direct Investment Business Case Strategy process, balance the perspective of those inside Collingwood and those outside of the community,

visitors and business representatives. It must also be supported by research that defines Collingwood's competitive positioning and positive position.

**Anticipated Outputs:** Short list of qualified prospects resulting in new investment

**Anticipated Outcomes:** Development of a new business case, following up on initiatives identified in the 2007 Business Retention + Expansion Strategy for the Manufacturing and Knowledge Base Sector – resulting in new investment and employment opportunities.

**Measures/Indicators:** New investment and employment growth of this sector.

#### **STEP 4 – ASSESSMENT PHASE**

The successful consultant shall identify and define future FDI opportunities within Collingwood

- Site Selection criteria, confirming strategic direction
- Short, medium and long term considerations
- Employer/employee requirements
- SWOT Economic Development Analysis
- BR+E Study consideration – Manufacturing Sector and Knowledge Based Sector

#### **STEP 5 – PREPARING THE STRATEGY REPORT**

Six copies of the final report in MS Word will be provided, along with a digital master. In addition, the successful consultant shall also prepare a power point presentation and executive summary for presentation purposed.

### **2. EVALUATION OF PROPOSALS**

The evaluation of Proposals will be conducted by the Town in four phases. A Proposal must meet the requirements in each phase in order to proceed to the next phase.

#### **2.1 Stages of Proposal Evaluation**

The evaluation of Proposals will be conducted by the Town as follows:

**Stage I** will consist of a review by the Town to determine which Proposals comply with all of the Mandatory Requirements. Proposals that do not comply with all of the Mandatory Requirements will be disqualified.

**Stage II** will consist of a scoring by the Evaluation Team of each qualified Proposal on the basis of the Technical Rated Criteria of the written Proposals. Those Proposals that reach or exceed the minimum score of the maximum available points will be eligible to

proceed to the next stage of evaluation. The Stage II scores for Proposals will be ranked, and up to the three (3) highest ranking Proposals that reach or exceed the minimum score will be selected to proceed to the next stage of evaluation. The remainder of the Proposals will not be considered further.

**Stage III** will consist of an oral presentation to the Executive Team and any other person whom the Executive Team chooses to invite. Only up to the three highest ranked Proposals from Stage II will be invited to the oral presentation. The purpose of the oral presentation, which will be recorded, is to obtain any required clarification and to interface directly with key representatives of the Proponent's proposed team so as to validate the evaluation results of the written Proposal. In advance of the oral presentation, each Proponent invited to make a presentation will be notified in writing of the matters on which clarification is sought. Proponents will not have the opportunity to modify their written Proposals or introduce new material during this oral presentation.

Those Proposals that reach or exceed the oral minimum score of the available points will be eligible to proceed to the next stage of the evaluation process. Those that fail to achieve the minimum score will not be considered further.

**Stage IV** will consist of a scoring of the Pricing of the eligible Proposals.

**Final Selection** - The totals from Stage II, III and IV will be added together to arrive at a final total score for each Proposal. The highest scored Proposal, representing best overall value to the Town, will be recommended for selection by the Evaluation Team to the Executive Committee.

In the event that the Town is unable to successfully execute an Agreement with the first-ranked Proponent in a timely manner, the Town may invite the next ranked Proponent to finalize an Agreement with the Town.

The Evaluation Team may, in addition to Town representatives, include external consultants and advisors.

## **2.2 Stage I - Mandatory Requirements**

Each Proposal must include:

**2.2.1 Mandatory Requirements Checklist (Appendix A)**, completed by the Proponent according to the instructions contained in Appendix A.

**2.2.2 Form of Offer (Appendix B)**, completed by the Proponent according to the instructions contained in that form as well as those instructions set out below:

(i) Conflict of Interest:

Each Proponent must include in its Proposal confirmation that the Proponent does not and will not have any conflict of interest (actual or potential) in submitting its Proposal, or if selected, with its contractual obligations under the Agreement. Where applicable, the Proponent must disclose in its Proposal, in the manner set

out in the Form of Offer, information pertaining to any situation which may be a conflict of interest in submitting a Proposal or, if selected, with the contractual obligations of the Proponent under the Agreement. Furthermore, each Proponent must confirm that the Proponent neither has nor had access to any Confidential Information as defined in the Form of Offer.

The Proposal of any Proponent may be disqualified where that Proponent fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Further, the Town, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any contract awarded to a Proponent if the Town, in its sole discretion, determines that the Proponent made a misrepresentation regarding any of the above.

(ii) Proof of Insurance

By signing the Form of Offer, each Proponent acknowledges its willingness, if selected, to provide proof of insurance coverage as required in the Form of Offer. If selected, the selected Proponent must provide proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by the Town.

**2.2.3 Pricing Form (Appendix C)**, completed by the Proponent according to the instructions contained in that form as well as those instructions set out below:

- (i) rates shall be provided in Canadian Funds, inclusive of all applicable duties and taxes and excluding Goods and Services Tax;
- (ii) rates quoted by the Proponent are to include all labour and materials, overhead including but not limited to any fees or other charges required by law, and insurance;
- (iii) travel, meal and accommodation expenses shall not be included in the rates quoted and shall be billed separately and charged in accordance with the Town's policy, as may be amended from time to time. Proponents may contact the Town to obtain the applicable rates.

**2.3 Stages II, III and IV Rated Criteria**

The Rated Criteria to be used by the Evaluation Team in the scoring of each eligible Proposal are as follows:

Technical Proposal	50 points available
Oral Presentation	25 points available
Pricing	25 points available
<b>Total</b>	<b>100 points</b>

### 2.3.1 Technical Proposal

Each Proponent will be evaluated in terms of the Technical Proposal response to technical rated criteria. The table below shows the allocation of the points within the technical rated evaluation criteria.

<b>Rated Criteria</b>	<b>Weight</b>	<b>Minimum Score</b>
Corporate capabilities and experience [ <b>State briefly what will be valued and therefore given more points</b> ]	25%	
Understanding of project objectives [ <b>State briefly what will be valued and therefore given more points</b> ]	20%	
Work program, innovation [ <b>State briefly what will be valued and therefore given more points</b> ]	25%	
Schedule [ <b>State briefly what will be valued and therefore given more points</b> ]	10%	
Deliverables [ <b>State briefly what will be valued and therefore given more points</b> ]	10%	
Project team [ <b>State briefly what will be valued and therefore given more points</b> ]	10%	
<b>TOTAL</b>	100%	

## 3. TERMS AND CONDITIONS OF THE RFP PROCESS

### 3.1 General Information and Instructions

#### 3.1.1 Timetable

The following is the schedule for this RFP

Issue Date of RFP	October 3 <sup>rd</sup> , 2008
Proponent Briefing	Week of October 6 <sup>th</sup> , 2008
Proponent's Deadline for Questions	October 10 <sup>th</sup> , 2008
Deadline for the Town to issue Addenda	October 10 <sup>th</sup> , 2008

Proposal Submission Deadline	October 15 <sup>th</sup> , 2008
Proponent's Oral Interviews	TBD
Period for which Proposals are Irrevocable after Proposal Submission Deadline	60days

### **3.1.2 Proponents to Follow Instructions**

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of the RFP where that request is made.

## **3.2 Communication After Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising this RFP and

- (i) shall report any errors, omissions or ambiguities; and
- (ii) may direct questions or seek additional information

by fax on or before the Deadline for Questions by Proponents to the Town Contact. No such communications are to be directed to anyone other than the Town Contact. The Town is under no obligation to provide additional information but may do so at its sole discretion.

The Town and its advisors do not make any representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

### **3.2.2 All New Information to Proponents by way of Addenda**

This RFP may only be amended by an addendum in accordance with this section.

If the Town, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum shall form an integral part of this RFP.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Town. In the space provided in the Form of Offer, Proponents shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer.

### **3.2.3 Post-Deadline Addenda and Extension of Proposal Submission Deadline**

If any addendum is issued after the Deadline for Issuing Addenda, Town may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

### **3.3 Submission Of Proposals**

#### **3.3.1 Proposals Submitted Only in Prescribed Manner**

Proposals must be submitted by the following method:

A Proponent must submit:

Three (3) original copies of its Proposal in a sealed envelope or package (the “Proposal Envelope”) containing the Proposal and the Proponent’s Pricing Form.

The outside of the sealed Proposal package must be prominently marked with - **Business Case for Foreign Direct Investment - Request for Proposals No.: EDO 2008**, with the full legal name and return address of the Proponent, with the Proposal Submission Deadline date and time.

Proposals must be submitted to the Town at the following address:

Mrs. Sara Almas  
Clerk  
The Town of Collingwood  
97 Hurontario St.  
Collingwood, ON L9Y 2L9

The postal code is to help in identifying the building only. The onus remains solely with Proponents to instruct courier/ delivery personnel to deliver Proposal Submissions to the exact floor location specified before the Closing Date and Time. Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Proposals submitted in any other manner will be disqualified.

#### **3.3.2 Proposals Must Be Submitted On Time at Prescribed Location**

Proposals must be submitted at the location set out above on or before the Proposal Submission Deadline. Proposals submitted after the Proposal Submission Deadline will be disqualified. Late Proposals will be returned unopened to the Proponent.

#### **3.3.3 Amending or Withdrawing Proposals Prior to Proposal Submission Deadline**

At any time prior to the Proposal Submission Deadline, a Proponent may amend or withdraw a submitted Proposal. The right of a Proponent to amend or withdraw a Proposal includes amendments or withdrawals wholly initiated by the Proponent and amendments or withdrawals in response to subsequent information provided by the Town.

Any amendment should clearly indicate what part of the Proposal the amendment is intending to replace.

Any amendment or notice of withdrawal must be submitted in the same manner as prescribed in this RFP for the submission of Proposals. Any amendment or notice of withdrawal submitted by any other method will not be accepted.

### **3.3.4 Proposal Irrevocable after Proposal Submission Deadline**

Proposals shall remain irrevocable in the form submitted by the Proponent for a period of ● days from the Proposal Submission Deadline.

### **3.3.5 Town May Seek Clarification and Incorporate Response into Proposal**

The Town reserves the right to seek clarification and supplementary information from Proponents after the Proposal Submission Deadline. Any response received by the Town from a Proponent shall, if accepted by the Town, form an integral part of that Proponent's Proposal.

### **3.3.6 RFP Incorporated into Proposal**

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

### **3.3.7 Proposal Property of the Town**

Except where expressly set out to the contrary in this RFP, the Proposal and any accompanying documentation submitted by a Proponent shall become the property of the Town and shall not be returned.

## **3.4 Execution Of Agreement**

### **3.4.1 Selection of Proponent**

The Town anticipates that a Proponent will be selected by Town within ● days of the Proposal Submission Deadline. Notice of selection by Town to the selected Proponent will be in writing. The selected Proponent shall execute the Agreement in the form attached as Appendix D and satisfy any other applicable conditions of this RFP within ● days of notice of selection. **[NB: If there is no template agreement to be attached to the RFP, it is a good idea to highlight within the RFP the main terms of the agreement. This tends to avoid lengthy negotiations.]**

### **3.4.2 Failure to Enter Agreement**

In addition to the Town's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable condition within ● days of notice of selection, the Town may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

### **3.4.3 Notification to Other Proponents of Award and Debriefing**

Once an Agreement is executed between the successful Proponent and the Town, the other Proponents will be notified by the Town in writing of the award of the Agreement to the successful Proponent. If requested in writing by a Proponent, the Town will provide a debriefing

of the Town's evaluation of that Proponent's Proposal in accordance with the terms of the Town's Purchasing By-law (By-Law No. 02-127).

### **3.5 Prohibited Communications & Confidential Information**

#### **3.5.1 Prohibited Proponent Communications**

Any attempt on the part of any Proponent or any of its employees, agents, contractors or representatives to contact any person other than the Town Contact with respect to this RFP, will be grounds for disqualification. For clarification and without limiting the generality of the foregoing, no attempt will be made to contact any member of Town's Evaluation Team, Executive Team, elected officials or any expert or other adviser assisting the Town's Evaluation Team, or any staff of Town.

In such event, and without any liability, the Town may, in its sole and absolute discretion, in addition to any other remedies available at law, disqualify the Proposal submitted by the Proponent.

#### **3.5.2 Proponent Not to Communicate with Media**

A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Town Contact.

#### **3.5.3 Confidential Information of the Town**

All information provided by or obtained from the Town in any form in connection with this RFP either before or after the issuance of this RFP:

- (i) is the sole property of the Town and must be treated as confidential;
- (ii) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement;
- (iii) must not be disclosed without prior written authorization from the Town; and
- (iv) shall be returned by the Proponents to the Town immediately upon the request of the Town.

#### **3.5.4 Town Subject to the Municipal Freedom of Information and Protection of Privacy Act**

Information provided by a Proponent may be released in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.F.31, as amended. A Proponent should identify any information in its Proposal or any accompanying documentation for which confidentiality is to be maintained by the Town.

The confidentiality of such information will be maintained by the Town, except where an order by the Information and Privacy Commission or a court requires the Town to do otherwise.

### **3.6 Rights of the Town**

In addition to any other express rights or any other rights which may be implied in the circumstances, the Town reserves the right to:

- (i) make public the names of any or all Proponents;
- (ii) request written clarification or the submission of supplementary written information from any Proponent;
- (iii) waive formalities and accept Proposals which substantially comply with the requirements of this RFP;
- (iv) verify with any Proponent or with a third party any information set out in a Proposal;
- (v) check references other than those provided by any Proponent;
- (vi) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (vii) disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (viii) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (ix) accept or reject a Proposal if only one Proposal is submitted;
- (x) select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Town;
- (xi) cancel this RFP process at any stage;
- (xii) cancel this RFP process at any stage and issue a new RFP for the same or similar services;
- (xiii) accept any Proposal in whole or in part, provided that doing so complies with the Town's Purchasing By-law (By-Law No. 02-127) and other applicable laws;
- (xiv) discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
- (xv) reject any or all Proposals in its absolute discretion;

and the Town shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Town exercising any of its express rights under this RFP or exercising any rights which may be implied in the circumstances.

By submitting a Proposal, the Proponent authorizes the collection by the Town of the information set out under (iv) and (v) in the manner contemplated in those subparagraphs.

### **3.7 Governing Law of RFP Process**

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**APPENDIX A**  
**MANDATORY REQUIREMENTS CHECKLIST**

**This Appendix is part of Phase 1 of the evaluation of your proposal. Please ensure that it is completed and included in your Proposal.**

**Instructions:**

This Appendix includes Mandatory Requirements which the Proponent must address.

All responses must be identified by the Mandatory Requirement number designated in this Appendix.

The Proponent must indicate by placing a check mark (√) and initialling in the appropriate column (Comply or Yes/No) beside each Mandatory Requirement to indicate compliance or non-compliance.

The Proponent must indicate in the table below the relevant section and page number(s) in its Proposal where the information relevant to each Mandatory Requirement can be found.

The Proponent must provide evidence for each Mandatory where evidence is requested.

The Mandatory Requirements should be addressed as follows: 1) “Yes” indicates compliance and 2) “No” indicates non-compliance. **Note:** Responding “No” to any mandatory requirement will make the Proposal non-compliant and may be disqualified from further evaluation.

Mandatory Requirements		Comply Yes/No	Section/Page # in Proposal
Item			
M 1	References		
M 2	Form of Offer – Appendix B		
M 3	Pricing Form		

**APPENDIX B**

**FORM OF OFFER**

**TO: THE CORPORATION OF THE TOWN OF COLLINGWOOD**

**RE: IN THE MATTER OF** our proposal dated October 15<sup>th</sup>, 2008 to which this Form of Offer forms an integral part (the “Proposal”) prepared by ● (the “Proponent”), and submitted in response to a request for proposals issued by The Corporation of the Town of Collingwood dated October 3<sup>rd</sup>, 2008, as amended, regarding the supply of a Foreign Direct Investment Business Case Strategy for the Town of Collingwood, Economic Development Office. I am duly authorized by the Proponent to execute this Form of Offer. I solemnly declare and promise as follows:

**Proposal Validity and Security**

All statements, specifications, data, confirmations, and information that have been set out in the Proposal are complete and accurate in all material respects.

I consent pursuant to subsection 17(3) of the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.F.31, as amended, to the disclosure, on a confidential basis, of the Proposal by the Town to the Evaluation Team and the Town’s other advisers retained for the purpose of evaluating or participating in the evaluation of the Proposal.

I have received and reviewed the RFP, together with any and all addenda thereto. I have received and reviewed the Agreement and agree to be bound by its terms.

**Mandatory Requirements Checklist**

I enclose herewith as part of our Proposal responses to all submission requirements, as set out below:

<b>Document</b>	<b>Yes</b>	<b>Page</b>
<b>Appendix A Mandatory Requirements Checklist</b>		
<b>Appendix B Form of Offer</b>		
<b>Appendix C Pricing Form</b>		

**References**

I have included the number and type of references required by the RFP and consent to having the Town perform checks with those references and with any other relevant references.

**Bid Irrevocable**

I understand that the terms of the Proposal will remain irrevocable within sixty [60] days of the Proposal Submission Deadline.

**Conflict of Interest**

I hereby confirm that there is not now, nor was there in the past any actual or potential Conflict of Interest (the definition for which is set out in the definition provision of the RFP) relating to the preparation of our Proposal nor do I foresee any actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

**Proof of Insurance**

By signing this Form of Offer, I acknowledge the Proponent’s willingness, if successful on this RFP, to provide insurance on the terms set out below, and our Proposal includes the cost of such insurance and their fee estimate:

The Proponent will maintain and pay for **Comprehensive General Liability Insurance**, which coverage shall include premises and all operations liability to be performed by the Proponent, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

Where applicable, the Proponent will carry **Standard Automobile and Non-Owned Automobile Liability Insurance** and shall protect against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents. The limits of liability for both owned and non-owned vehicles shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence.

In addition, the Proponent will carry **Professional Liability Insurance** in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

**Execution of Agreement**

I understand that in the event that our Proposal is selected by the Town, I agree to sign the Agreement presented to the Proponent by the Town.

\_\_\_\_\_  
Signature of Witness:

\_\_\_\_\_  
Signature of Proponent Representative:

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Date of Signature:

I have authority to bind the Proponent

**APPENDIX C**

**PRICING FORM**

[Insert instructions, if any]

**APPENDIX D**  
**FORM OF AGREEMENT**