



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

REQUEST FOR PROPOSALS

for Staffing Services for the 16th Annual Collingwood Elvis Festival

Request for Proposals No.: LS2010-03

ISSUED: January 18th, 2010

Submissions to be delivered to the attention of the Clerk, Town of Collingwood no later than February 24th, 2010 at 2:00 p.m.

TABLE OF CONTENTS

1.	INTRODUCTION.....	1
1.1	Invitation to Proponents.....	1
1.2	Type of Contract for Services.....	1
1.3	Compliance with Applicable Laws.....	1
1.4	RFP Documentation.....	1
2.0	BACKGROUND	1
3.0	PURPOSE AND OBJECTIVES.....	2
4.0	COMPANY INFORMATION REQUIRED	3
5.0	DESCRIPTION OF SERVICES REQUIRED.....	3
6.0	PROPOSAL EVALUATION AND SELECTION.....	3
7.0	GENERAL.....	4
8.0	TERMS AND CONDITIONS.....	5
9.0	CONTACT PERSON	5
10.0	PROPOSAL DEADLINE.....	6
	APPENDIX A - MANDATORY REQUIREMENTS CHECKLIST	8
	APPENDIX B - FORM OF OFFER	9
	APPENDIX C - PRICING FORM	11

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. The Term of the Agreement is to be determined as part of the evaluation process.

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:

Request for Proposal

Appendix A: Mandatory Requirement checklist

Appendix B: Form of Offer

Appendix C: Pricing Form

2.0 BACKGROUND

The Collingwood Elvis Festival is the Largest Elvis Festival in the World, surpassing in size and scope more than 100 Elvis festivals worldwide, including that in Memphis, Tennessee. Located in the heart of the Southern Georgian Bay Region, Collingwood draws tens of thousands of visitors to this Premier Ranked Tourist Icon every July. Visitors come for the more than two dozen separate events contained within the 4 day festival, and return for other Georgian Bay Icon amenities such as the province’s best known trail system, its longest beach, Ontario’s best skiing, immaculate golf courses, and growing resort properties.

The Collingwood Elvis Festival started in 1995 as a small community-based music festival celebrating the life and career of Elvis Presley. Organized by a tribute artist and a team of dedicated fans, Collingwood was chosen because of the beautiful natural surroundings and wide range of tourism amenities available in the Southern Georgian Bay region. Growing year after year and winning over even the toughest critics, the Collingwood Elvis Festival took one short decade to grow into the largest Elvis festival in the world. In 2003, officials assembled a

Municipal Services Board to manage the festival with the mandate to produce a quality family event with a range of attractions that are both diverse and affordable. Festival goers return year after year often booking hotel rooms a year in advance.

Based on ticket sales data from 2009, more than half of all festival attendees reside in markets more than 100km from Collingwood. Patron survey data indicates that the average length of stay per visitor was 2.5 days. The average visitor's expenditure at the event was \$325 and the total revenue of the event in 2008 was \$617,545. In 2009, the Collingwood Elvis Festival enjoyed strong partnerships with local and corporate sponsors including Sirius Satellite Radio, Ontario Lottery & Gaming Commission, Molson Canada, and Blue Mountain Resort.

Also in 2009 the Collingwood Elvis Festival was proudly named one of the "Top 100 Festivals in Ontario" for the sixth consecutive year among over 3,000 festivals throughout the province.

This year's event, the 16th Annual Collingwood Elvis Festival, takes place Thursday, July 22 – Sunday, July 25, 2010. Themed "Welcome Home Elvis", this year's festival focuses on the foundation of the Collingwood Elvis Festival phenomenon and our past festival champions – sensational music, grassroots nostalgia, and the simple pleasures of a summer festival in the heart of Central Ontario.

This year's festival features more than two dozen professional Vegas style shows starring the industry's best Elvis tribute artists, a three day competition with professional, non-professional, and youth categories, a street dance, venue tour, vendor alley, parade, and midway. The 2010 current schedule of events is available at www.collingwoodelvisfestival.com.

It is the mission of the Collingwood Elvis Festival Municipal Services Board to showcase the Collingwood region to the world as a friendly, safe, vibrant, historic region which offers enjoyable experiences to its residents and visitors.

We showcase the Collingwood region to encourage visitors to the area whose patronage helps maintain the economic viability of the local tourism sector. While visiting or residing in the area we offer enjoyable experiences which enhance quality of life and which encourage permanent, lengthened, or repeat visitation.

3.0 PURPOSE AND OBJECTIVES

Each year the Collingwood Elvis Festival seeks the assistance of companies or groups interested in providing staffing services for the festival. The selected party will be responsible for providing qualified and professional personnel, scheduling, and working with the Festival Site Controller to provide appropriate staffing needs.

4.0 COMPANY INFORMATION REQUIRED

Responses to this RFP shall address the following:

- a. A description of the company's background and experience, including examples of similar projects.
- b. The name, position and professional designation of the person assigned as the primary contact with Town staff.
- c. Proof of a minimum of \$5,000,000.00 Comprehensive, General Liability and Automobile Insurance.
- d. A minimum of three (3) references, at least two (2) of which must be from the Public Sector, and a minimum of one (1) peer reference.

5.0 DESCRIPTION OF SERVICES REQUIRED

The following work is required:

- WSIB and Safety trained Personnel
- Personnel scheduling
- Personnel supervision

6.0 PROPOSAL EVALUATION AND SELECTION

The evaluation of Proposals will be conducted by the Town in two phases. A Proposal must meet the requirements of each phase in order to proceed to the next phase. Note that the evaluation of Proposals will be conducted on the basis of the members of the evaluation committee arriving at a consensus.

Stage I will consist of a scoring/ranking of the Pricing of the eligible Proposals.

Stage II 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 or do not provide adequate alternations will be disqualified.

Final Selection - The 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.

7.0 GENERAL

The Company shall be required to assume responsibility for all services offered in their proposal regardless of whether or not the Company performs them in-house. The Company shall be totally responsible for adherence by sub-contractors to all provisions of the contract. The Company shall be the sole point of contact for contractual matters, including payment of any or all charges resulting from the contract.

The Company shall provide **three (3) written copies** of the Proposal.

All companies will be informed of the results of this Request for Proposals.

All proposals submitted in response to this Request for Proposals shall become the property of the Town of Collingwood.

The proposal must be signed by the person(s) authorized to sign on behalf of the company and to bind the company to statements made in response to this Request for Proposal.

By submission of a clear and detailed written notice, the Company may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the company agrees that should its proposal be deemed successful the Company would enter into a Contract with the Town of Collingwood.

The Company will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Town of Collingwood for purposes of clarification.

In the event the Company desires to take exception to any of the terms or conditions or items set forth in this Request for Proposals, said exceptions must be clearly identified in the response to the Request for Proposal. Exceptions or deviations must not be added to Proposal pages, but must be a separate document accompanying the Company's Proposal.

While the Town of Collingwood has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for companies. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Companies from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

Change notices, appendices and addenda to any contract document shall be considered part of such documents.

If a written Contract cannot be negotiated within 30 (thirty) days of notification of the successful Company, the Town may, at its sole discretion at any time thereafter, terminated negotiation with that Company and either negotiate a Contract with the next qualified Company or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Companies.

8.0 TERMS AND CONDITIONS

The following terms and conditions shall apply to this Request for Proposal:

- a. The Town reserves the right to accept or reject any or all of the proposals submitted in response to this Request for Proposal. The Town reserves the right to award the work to other than the lowest cost proposal. The lowest cost, or any or all proposals, will not necessarily be accepted.
- b. All companies identified as finalists shall make themselves available to attend an interview, if required.
- c. Any potential conflict of interest shall be identified and described in detail. If a conflict of interest does exist, the Town may at its discretion, withhold the assignment from the company until the matter is resolved to the satisfaction of the Town.
- d. Any contract with the Town resulting from an official order based on this Proposal is entered into on the part of the Town in full faith that no member of the Town Council or Officer of the Town has any interest whatsoever herein.
- e. The company shall be expected to enter into an agreement with the Town. The length of this contract is the period in which the proposal is accepted to July 27, 2009. The optional renewal is at the sole discretion of the Town.
- f. The Town will not bear any cost involved in the preparation or submission of proposals received as a result of this Request for Proposal, site inspections, interviews, or any other services that may be requested as part of the evaluation.
- g. All information collected and documents generated by the RFP call, and any resulting contract shall become the property of the Town.
- h. Revised proposals will not be called if only minor changes are contemplated.

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.

9.0 CONTACT PERSON

Questions related to this Request for Proposals should be directed to:

Chris Stoutenburg, Special Events
Town of Collingwood
Phone: (705) 445-9463
E-mail: cstoutenburg@collingwood.ca

10.0 PROPOSAL DEADLINE

Proposals are to be submitted to the attention of the Clerk of the Town of Collingwood no later than **February 24th, 2010 @ 2:00 p.m.** at the following address:

Ms. Sara Almas, Clerk
Town of Collingwood
P.O. Box 157, 97 Hurontario St.
Collingwood, ON
L9Y 3Z5

Note: Only hard copies will be accepted.

Late proposals will not be accepted and will be returned unopened to the Company.

Bid Irrevocable

I understand that the terms of the Proposal will remain irrevocable within sixty 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.

In addition, the Proponent will carry **Professional Liability Insurance** in the amount of not less than Five Million Dollars (\$5,000,000.00) 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 A

MANDATORY REQUIREMENTS CHECKLIST

This Appendix is part 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	Description		
M 1	Proposal outlining the staffing services provided		
M 2	Insurance Provided (As identified in form offer)		
M 3	References Provided		
M 4	Proof of Certification Provided		
M 5	Pricing form with cost breakdown and total cost of proposal (to be provided on page one of the package)		

APPENDIX B
FORM OF OFFER

TO: THE CORPORATION OF THE TOWN OF COLLINGWOOD

RE: IN THE MATTER OF our proposal dated _____, 2010 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 _____, as amended, regarding providing staffing for the 16th Annual Elvis Festival. 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:

Document	Yes	Page
Appendix A Mandatory Requirements Checklist		
Appendix B Form of Offer		
Appendix C Pricing Form		

I understand that the Town reserves the right to proceed with all security requirements or choose one or any security requirements identified.

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 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.

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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 Five Million Dollars (\$5,000,000.00) per occurrence.

In addition, the Proponent will carry **Professional Liability Insurance** in the amount of not less than Five Million Dollars (\$5,000,000.00) 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

Proposed costs must be listed by Item, according to the Staffing Requirement list and totalled for a complete Proposal.

Staffing Requirements		Proposed Cost
Item		
A 1	Hourly Rates of Personnel	
A 2	Overall Cost of Project	
Sub Total		
PST		
GST		
TOTAL COST		