



THE CORPORATION OF THE TOWN OF COLLINGWOOD

(the "Town")

Request for Proposals No.: LS2009- 12

REQUEST FOR PROPOSALS

For

*the designing, printing and sale of the official festival merchandise
for the 15th Annual Collingwood Elvis Festival*

ISSUED: April 30th, 2009

**Submission Deadline: To be delivered to the attention of the Clerk, Town of Collingwood
no later than Tuesday, May 26th, 2009 at 2pm**

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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 ending July 31st, 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:

Request for Proposal

Appendix A: Mandatory Requirement checklist

Appendix B: Form of Offer

Appendix C: Pricing Form

2. 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 mayor 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.

3. THE SERVICES

3.1 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 2008, 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 2008, 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 2008 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 15th Annual Collingwood Elvis Festival, takes place Thursday, July 23 – Sunday, July 26, 2009. Themed "Elvis: Celebrating Collingwood Memories", 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 2009 current schedule of events is attached.

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.

3.2 Purpose and Objectives

Each year the Collingwood Elvis Festival seeks the assistance of individual, companies or groups interested in designing, printing and selling of the official Festival merchandise for the festival. The selected party will be responsible for the designing, printing and selling of the official merchandise. All proposals must include a T-Shirt and pin. All other merchandise will be at the organizations decision pending acceptance of the board and Elvis Presley Enterprise and all materials must be available for review). All merchandise must be pre-approved through the Collingwood Elvis Festival Municipal Services Board by Elvis Presley Enterprises, Inc.

3.3 Description of Services

The following design, printing and sales work is required:

- 3.3.1** Provide complete design ideas for the festival ; including materials, merchandise and sales ideas. (all official merchandise will be set with the official festival logo)
- 3.3.2** Sell the official merchandise and represent the festival as official licensed merchandiser.
- 3.3.3** Print the official t-shirt and pin to be provided by an agreed upon date
- 3.3.4** Sale all merchandise; leading up to and during the Festival weekend.

4. EVALUATION OF PROPOSALS

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

4.1 Stages Of Proposal Evaluation

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

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.

4.2 Stage I - Mandatory Requirements

Each Proposal must include:

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

4.2.2 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.

4.2.3 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.

5. TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 General Information and Instructions

5.1.1 Timetable

The following is the schedule for this RFP

Issue Date of RFP	April 30, 2009
Deadline for the Town to issue Addenda	May 11, 2009
Proposal Submission Deadline	May 26, 2009
Period for which Proposals are Irrevocable after Proposal Submission Deadline	60 days

5.1.2 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.

5.2 Communication After Issuance of RFP

5.2.1 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.

5.2.2 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.

5.2.3 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.

5.3 Submission Of Proposals

5.3.1 Proposals Submitted Only in Prescribed Manner

Proposals must be submitted by the following method:

A Proponent must submit:

- (A) Three (3) original copies of its Proposal in a sealed envelope or package (the “Proposal Envelope”) containing the Proposal. This envelope or package must be labelled with the Proponent’s name and marked “Proposal Envelope”.

The outside of the sealed Proposal package must be prominently marked with the RFP title and number (see RFP cover), 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:

Ms. Sara Almas, Clerk
The Town of Collingwood
97 Hurontario St., PO Box 157
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.

5.3.2 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.

5.3.3 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.

5.3.4 Proposal Irrevocable after Proposal Submission Deadline

Proposals shall remain irrevocable in the form submitted by the Proponent for a period of 60 days from the Proposal Submission Deadline.

5.3.5 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.

5.3.6 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.

5.3.7 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.

5.4 Execution Of Agreement

5.4.1 Selection of Proponent

The Town anticipates that a Proponent will be selected by Town within 14 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 30 days of notice of selection.

5.4.2 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 30 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.

5.4.3 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. 06-42).

5.5 Prohibited Communications & Confidential Information

5.5.1 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.

5.5.2 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.

5.5.3 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.

5.5.4 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.M 56, 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.

5.6 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. 06-42) 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.

5.7 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 Requirement 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	Proposal outlining the design concept, printing and sales ability		
M 2	Insurance Provided (As identified in form offer)		
M 3	References Provided		
M 4	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 _____ 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 the design, printing and selling of the 15th Annual Elvis Festival official merchandise.. 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.M.56, as amended, to the disclosure of the proposal as submitted subject the Terms and Conditions identified as Section 5.5.4 of the RFP Package.

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		

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 **Commercial 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

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

Restoration Requirements		Proposed Cost
Item		
A 1	Design ideas for merchandise	
A 2	List of all merchandise	
A 3	Costs of all merchandise production/sale prices	
	Sub Total	
	PST	
	GST	
	TOTAL COST	

APPENDIX D
FORM OF AGREEMENT