



Request for Proposals

For

**THE PROVISION OF BRANDING BLUEPRINT
AND USAGE GUIDE**

RFP – November 2017

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SUMMARY OF KEY INFORMATION

Request for Proposals for the Provision of Branding Services

TOWN'S REPRESENTATIVE:

(for inquiries and
Clarification of RFP)

Cathy Cowan
Chief Administrative Officer
Town of Oliver
Box 638, 6150 Main Street
Oliver, B.C. V0H 1T0
Facsimile: (250) 498-4466

FINAL TIME AND DATE FOR RECEIPT OF PROPOSAL:

4:00 p.m. local time, November 20, 2017

ADDRESS FOR PROPOSAL SUBMISSIONS:

Chief Administrative Officer
Town of Oliver
Box 638, 6150 Main Street
Oliver, B.C. V0H 1T0

**PROPOSERS MUST READ THE ENTIRE RFP DOCUMENT FOR FULL
DETAILS AND REQUIREMENTS.**

**THE TOWN RESERVES THE RIGHT TO WITHDRAW THIS REQUEST FOR
PROPOSAL AT ANY TIME AND AS SUCH MAY CANCEL BEFORE, OR
AFTER THE CLOSING DATE.**

**THE LOWEST PRICED PROPOSAL, OR ANY PROPOSAL SUBMITTED, WILL
NOT NECESSARILY BE CHOSEN FOR NEGOTIATION OF A CONTRACT
FOR SERVICES.**

PART A

ADMINISTRATION

1. PURPOSE:

The purpose of this Request for Proposals (“RFP”) is to solicit the best overall proposal(s) for the provision of a **Branding Blueprint and Usage Guide** for the Town of Oliver (the “Town”). Given the costs associated with municipal services, the Town hopes to more effectively manage these costs by selecting and entering into an agreement with a specific company for brand development and marketing services.

This is NOT a tender call. Any proposals submitted pursuant to this RFP shall not be offers to contract for the provision of any of the services outlined herein, but shall only be used to identify a Preferred Proponent(s) with whom the Town may negotiate a contract for the provision of the services.

2. GENERAL TERMS AND CONDITIONS:

2.1 Town Representative:

Only the Chief Administrative Officer for the Town of Oliver (the “Town’s Representative”) is authorized to communicate and otherwise deal with Proponents. All Proponents must communicate and otherwise deal with the Town Representative directly. Contact with any other person, including members of Council, officers, employees of the Town regarding this RFP, or other Proponents’ may result in a proposal being removed from consideration.

2.2 Receipt Confirmation Form:

Proponents should fill out the attached “Receipt Confirmation Form” (Appendix A to this RFP) and return it to the addressee noted. All subsequent communications from the Town will be directed only to those Proponents who return a completed Form indicating that they intend to prepare and submit a proposal.

2.3 Proponent Inquiries and RFP Clarification:

All questions about the contents of this RFP, or about any matters relating to it (including as to any clarification, errors or omissions of or in this RFP), must be directed in writing to the Town’s Representative at the contact address noted on the Summary of Key Information before **4:00 p.m.**, local

time on **November 20, 2017**. Information obtained from any other source is not official and may not be accurate. The Town's Representative will respond to all questions in writing and will provide a copy of all questions and responses to each Proponent who has returned a Receipt Confirmation Form.

2.4 Notification of Changes and Addenda:

The Town may issue written addenda to this RFP at any time before **November 20, 2017**. Addenda will be issued only by the Town's Representative and will only be circulated to Proponents who have returned a Receipt Confirmation Form.

2.5 Right to Cancel RFP and/or to Accept Proposals:

This RFP is solely a request for proposals for the provision of the outlined services. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. Submission of a proposal by any Proponent and its subsequent receipt by the Town, does not represent a commitment on the part of the Town to proceed further with any Proponent.

No contractual or other legal obligations or relations between the Town and any other person can, or will, be created prior to the termination of this RFP process, or otherwise, except in a written contract executed by two authorized signatories of the Town under the authority of an express resolution of the Council of the Town of Oliver.

The Town is entitled to cancel this RFP at any time by addendum issued to the Proponents, without liability for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.

In considering any proposals delivered in response to this RFP, the Town reserves the absolute and unfettered discretion to do any one or more of the following:

- Determine whether any proposal(s) satisfactorily meet the evaluation criteria set out in this RFP;
- Accept or reject any proposal that fails to comply with the requirements set out in this RFP for the content of proposals;
- Require clarification after the dates and times set out in this RFP from any one or more of the Proponents in respect of proposals submitted;
- Assess proposals as it sees fit, without in any way being obliged to select any proposal or Proponent;

- Assess and select proposals as it sees fit, without in any way being obliged to select the proposal or Proponent that offers the lowest price or cost;
- Communicate with, meet with, or negotiate with, any one or more of the Proponents respecting their proposals, or any aspects of the services outlined herein;
- Reject any or all proposals with or without cause, whether according to the evaluation criteria or otherwise; or
- Request further information from the marketplace or pursue other options.

2.6 Confidentiality of Proposals:

The Town will receive all proposals submitted in response to this RFP in confidence, including for the purposes of section 21 of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165. However, due to the right of access to records created by that *Act*, the Town cannot, and does not guarantee that information contained in any proposals will remain confidential if a request for access in respect of any proposal is made under the *Act*.

If a Proponent considers that any part of its proposal is proprietary, including by reason of its being copyright, the proposal must clearly identify those portions that are considered proprietary.

2.7 No Collusion:

Proponents must not communicate (directly or indirectly) with any other Proponents (including through any employees, agents or contractors) regarding the preparation, content or submission of separate individual proposals. Each proposal must be submitted without any collusion or knowledge, in the preparation of, or about any other proposal. Submission of a proposal to the Town is deemed to be a representation and warranty by the Proponent submitting that proposal that it has complied with this paragraph. If the Town determines that a Proponent has violated any content listed in section “2.7 No Collusion”, the Town may disqualify that Proponent and reject the proposal and deem it invalid.

2.8 Waiver of Liability for Errors:

The Town has used considerable efforts to ensure an accurate representation of information in this RFP. However, the Town accepts no responsibility for the accuracy or completeness of this RFP (including any schedules, appendices or addenda), and no representation or warranty, express or implied, is made or given by the Town with respect to the

accuracy or completeness of the RFP (including any schedules, appendices or addenda).

2.9 Proponent's Risk and Warranty:

Each Proponent is solely responsible for the risk and cost of preparing and submitting its proposal in response to this RFP. Neither the Town, nor its officials, employees or consultants (including the Town's Representative), are liable for the cost of doing so or are obliged to remunerate or reimburse any Proponent for that cost.

The sole risk, responsibility and liability connected with reliance by any Proponent, or any other person on this RFP is that of each Proponent. Each Proponent is responsible for obtaining its own independent financial, legal, accounting, or other advice with respect to the contents of this RFP.

By submitting a proposal to the Town, each Proponent represents and warrants to the Town that the information in its proposal is, to the best of the Proponent's knowledge, accurate and complete.

2.10 Confidentiality of Town Information:

This RFP is the property of the Town and is not to be copied or distributed without prior approval of the Town Representative referred to in section 2.1.

Any information acquired about the Town by a Proponent during this process must not be disclosed unless authorized by the Town, and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the provision of a branding blueprint to the Town will not permit any Proponent to advertise a relationship with the Town without the Town's prior authorization.

3. SUBMISSION OF PROPOSALS

3.1 Final Time and Date for Receipt of Proposals:

Three (3) complete copies of each proposal (no 3 ring binders please) plus one loose, single-sided copy for copying, together in a sealed single envelope clearly marked as described in 3.2, must be received by the Town before **4:00 p.m.** local time, on Monday, **November 20, 2017**, addressed to:

Chief Administrative Officer
Town of Oliver
Box 638, 6150 Main Street
Oliver, B.C. V0H 1T0

Any proposal not received before the time and date specified will be rejected as being invalid and will be returned unopened to the Proponent courier collect.

All proposals and subsequent information or material received shall become the property of the Town and shall not be returned. The Town reserves the right to make extra copies of the proposals for use during the selection process only.

3.2 Submission Format:

All proposals must be submitted in the form outlined in Appendix B to this RFP, to the Town in hard copy form. DO NOT submit any proposal by electronic means such as facsimile transmission, or electronic mail.

Envelopes containing submitted proposals should be clearly marked with the full name and address of the Proponent, the RFP title, and the closing date and time noted in section 3.1 of this RFP.

3.3 No Amendments to Proposals After Submission Deadline:

A Proponent shall not be permitted to change the wording or contents of a proposal after the submission deadline, unless requested to do so by the Town for the purpose of clarification.

3.4 Withdrawal of Proposals:

Any Proponent may withdraw its proposal, either personally or by written request to the Town Representative, at any time after the scheduled closing date and time noted in Section 3.1 of this RFP.

4. EVALUATION

4.1 Evaluation Committee:

Proposals will be reviewed and evaluated by an evaluation committee comprised of Town staff and Downtown Advisory Committee members. During the evaluation process any or all Proponents may be invited to give written or oral presentations, or to participate in interviews with the committee or both.

4.2 Evaluation Criteria:

Proposals will be evaluated based upon, but not limited to, in any particular order, the following:

- Compliance with the RFP document, including provision of all information requested in sections 8.1 to 8.8 of the RFP;
- Demonstrated ability to provide services in, and proven expertise in, the practice areas required by the Town as listed in this RFP;
- Qualifications, experience, and professional development of the Proponent's staff, and in particular those staff proposed to be generally handling the provision of the Town's branding blueprint and usage guide;
- Accessibility of branding blueprint and usage guide and timeliness of responses to requests for service;
- Reference checks;
- Costs of services and Proponent's innovative ideas with regard to fees and billing;
- Provision of auxiliary services such as regular updates to branding initiatives.
- Quality of sample branding documents provided;
- Specific examples of value-added service during the normal provision of branding services.

5. SELECTION OF BRANDING SERVICES PROVIDER

5.1 Negotiation with Preferred Proponent:

The Town will select one Preferred Proponent as a result of this RFP process, and will enter into negotiations with the Preferred Proponent in an attempt to settle one agreement necessary to implement the services generally described in this RFP. Proponents must commit to negotiate in good faith with the Town if chosen as a Preferred Proponent.

5.2 Recommendation to Town Council:

Following the conclusion of the evaluation process and any resulting negotiations, the Evaluation Committee will make a recommendation to Town Council with regard to a contract(s) for the provision of branding services to the Town of Oliver. The final decision on whether to appoint any firm as the Town's branding service provider, or whether to enter into any contract(s) for the provision of branding services is that of Town Council.

5.3 Contract for Services:

The Town may, at its sole discretion and following any recommendation to, and direction provided by, Town Council, enter into a written contract with any one of the Proponents for the provision of the services generally described in this RFP. There shall be no agreement, and no Proponent shall acquire any legal or equitable rights or privileges with respect to this RFP or the services in question, until such a written contract has received Council approval and is duly executed by the signing authorities of the Proponent and of the Town.

Any response to this RFP may become part of any contract entered into with a successful Proponent.

5.4 Contract Administration:

Following the execution of any contract for service, which results from this RFP process, the Town will appoint a contract administrator. The service provider will be expected to name a counterpart contact, which will oversee the administration of the contract with regard to the service provider's responsibilities, and will provide information upon request to the Town's contract administrator, or designate, regarding the implementation and ongoing provision of service.

5.5 Sub-contracting:

Sub-contracting may be permitted pursuant to any contract for service that may result from this RFP process. In the event of any proposed sub-contracting arrangement (which includes a joint proposal submitted by two bodies having no formal corporate links) the responsibility for the submission of a proposal, any subsequent negotiation, and the administration of any resulting contract for service, will be that of the first Proponent named on the title page submitted pursuant to Appendix B of this RFP (the Proposal Submission Format).

5.6 Term of Contract:

Any contract for service, which results from this RFP process shall be effective from the date of commencement specified in the contract, and shall continue subject to the terms and conditions of the contract. Such terms and conditions may include provisions for the extension, upon mutual agreement between the Town and the service provider, of the term of the contract.

5.7 Budgetary Approval:

Any contract for service, which results from this RFP process, shall be subject to budgetary approval by the Town Council of sufficient funds to meet any payment obligations of the Town that have been agreed to as set out in that contract for service.

5.8 Compliance with Laws:

Neither the acceptance of any proposal submitted pursuant to this RFP, nor the execution of any agreement for the provision of the service(s), as generally described in this RFP, is an explicit or implicit approval or waiver of the requirement of or for any permits, licenses, fees, taxes or other legal requirements that would ordinarily be required for the implementation or operation of the service. A Proponent or service provider is solely responsible for complying with all applicable Federal, Provincial or Municipal legal requirements.

5.9 Insurance Requirements:

Any contract for service, which results from this RFP process, will also include a term requiring the service provider(s) to, insofar as is legally permissible and not covered by the insurance requirements in the contract, indemnify and hold harmless the Town, its officers and employees, from any and all liability arising out of the service provider's or a contractor's performance or non-performance, of the terms of the contract or out of the provision of the service generally.

5.10 Acting in Conflict:

Any contract for service, which results from this RFP process, will include a term prohibiting the service provider(s) from acting for any party whose interests are in conflict with those of the Town, unless specific prior waiver of that term has been given by the Town in each instance.

PART B

PROPOSAL DETAILS

6. BACKGROUND

6.1 The Town of Oliver:

In the heart of one of the most desirable recreational and retirement regions in British Columbia lies the quaint and charming community of Oliver. Residents enjoy the unique desert-like climate with several nearby lakes, golf courses and an abundance of other recreational areas.

The town abounds with well-kept homes, businesses and parks. A sound economic base, excellent educational opportunities, good health care and high family values makes it a classic Canadian hometown.

The town was named after an early B.C. pioneer, John Oliver, who was also a Premier of BC and has a rich history in gold mining, ranching and agriculture. For years tourists have flocked to this area for the abundant fruit, but Oliver also offers recreational, environmental and cultural attractions to both visitors and its residents.

The community has several public recreational facilities including a pool, an arena, community centre, sport fields and courts, a skateboard park, and International Hike and Bike Path which follows the scenic Okanagan River. The Provincial local priority for our area is Special Events and Oliver hosts a significant number of events throughout the year. Cultural attractions include a library, numerous wineries and a lineup of special events. Oliver plays an important role as a provider of regional services for the South Okanagan. The town offers a full spectrum of goods and services including financial, professional, commercial retail administrative, health, educational and transportation facilities.

Land for manufacturing and commercial development is available at competitive market prices. The Okanagan enjoys a reputation of having some of the most highly skilled workers in the country with one of the lowest turnover rates. The combination of these factors makes Oliver an appealing location for all types of business ventures looking to attract new and skilled workers. It is expected that interest in light manufacturing, assembly, distribution and warehousing will grow due to the availability of land and the regional market.

Oliver is known as the Wine Capital of Canada and as the centre of the wine industry in the Okanagan with the largest concentration of both vineyards

and commercial wineries in British Columbia. New wineries and additional lands are being put into production in what is expected to be a growth industry for the next five to 10 years.

Tree fruit, vegetable and cattle production form an important base for secondary manufacturing in the area.

It is estimated that the Town of Oliver hosts more than 10,000 tourists each year. They come to share what residents' treasure: the exceptional beauty, the astounding views, the terraced vineyards and fruit orchards, the sunshine and the warm and friendly community.

6.2 Local Government in Oliver:

An elected Council, comprised of a Mayor and four Councillors governs the Town of Oliver. In addition to the Mayor and four Councillors, two Water Councillors, whose voting privileges are restricted to water matters, are elected from the rural area outside of the Town boundaries, which is serviced by the Oliver water system.

The municipal government in Oliver has approximately 28 full time employees and 30 volunteer fire fighters. Council, the Chief Administrative Officer, Corporate Services and Financial Services are located in the Town's downtown core Municipal Hall. Public Works is located in our industrial area along Sawmill Road. The Oliver Volunteer Fire Department is located on our airport lands along Similkameen Avenue.

7. SCOPE OF SERVICES REQUIRED

7.1 Range of Services/Practice Areas:

The range of services required by the Town includes the following scope of work:

The scope of work includes a cross section of branding services such as, but not exclusively:

- a) Brand Audit: Review of existing brand architecture, touchpoints, materials, and related reports and literature;
- b) Brand input workshop: A workshop with partners and stakeholders designed to educate and get early buy in;
- c) Image bank: Photo and video by professional photographer for use in branding;
- d) Online and offline public and stakeholder engagement: Development of a community input website, with project information, online surveys and other opportunities for input;

- e) Brand Blueprint: Oliver's vision, values, audiences, key messages, brand story, tagline, and call to action, including several iterations and review by staff and stakeholders;
- f) Visual identification: Assemble a graphic standards manual for logos and variations, colour palette, and typography;
- g) Brand usage guidelines / marketing: Develop a marketing and branding toolkit including design elements, logos, and guidelines for when and where to use them. This kit will also include core brand applications such as signage, stationary, brochures, forms and presentations;
- h) Public presentation: Allows for feedback and early buy-in;
- i) Brand usage training and roll out: Including staff training and presentations to stakeholder groups;
- j) Online launch: Launch of a digital public relations and social media campaign;
- k) A minimum of six months of follow-up consultation.

7.2 Engagement of Other Companies:

The Town in any event reserves the right to engage any branding firm, other than that with which it reaches an agreement(s), if any, pursuant to this RFP process, during the term of such an agreement(s), if it is deemed advantageous or appropriate. The Town reserves the right to do so at its own discretion.

8. REQUIRED SUBMISSION CONTENT

In order to receive responses in a uniform format and to enable the fair evaluation of those received; Proponents should structure Item 2, as identified on the Proposal Submission Format (Appendix B to this RFP), of their proposal in the order outlined below, and provide the requested information, identifying each section by number. When responding to the following questions, please answer in the context of the particular branding service(s) to be provided.

Please provide:

8.1 Name and Address of Company:

The name, street address, mailing address, telephone number, fax number and e-mail address of the Proponent's company, and any branch locations or affiliates that may be applicable.

8.2 Overview of Company:

An overview of the Proponent's company including its size, years in existence, any preferred or specialized area(s) of practice, an

organizational chart, and an outline of the firm's experience in the applicable practice areas listed in section 7.1 of this RFP.

Please outline, if any, your company's experience and affiliations with external agencies, such as:

- (i) Federal and Provincial governments;
- (ii) Other municipalities and regional districts;
- (iii) Local government associations;
- (iv) Educational institutions and programs;
- (v) Any other agencies, associations or bodies that your firm considers appropriate for consideration.

8.3 Partners of Firm:

A list of the partners of the Proponent firm, with a brief resume stating the background, experience and depth of knowledge in the applicable areas listed in section 7.1, of each of those partners.

8.4 Proposed Contract Administrator/Company Contact:

The name of an individual who would be responsible for assigning and supervising branding services provided to the Town pursuant to any agreements entered into following this RFP process.

8.5 Associates, Employees, Contractors of Company:

A list of associates, other employees and any anticipated contractors who might be assigned or engaged to provide services to the Town, the types of services and practice areas that they might be involved in, and their specific qualifications and experience as they relate to those service and practice areas.

8.6 References:

A list of five (5) current or past clients, to which the Proponent firm has supplied services similar in nature to those listed in section 7.1, who may be contacted as references. Please include a contact name and telephone number for each client as well as the years served.

8.7 Fee Structure/Billing Information:

Detailed information on the Proponent firm's fee structure and billing information. In particular, please address the following (all fees or other costs should be noted exclusive of applicable taxes, however please indicate which taxes would apply):

- All fees relevant to fulfill all terms and conditions as set forth in the RFP as indicated within 7.1.

- All fees must be included in the RFP and must be all encompassing with the expectation that the RFP terms and conditions including all costs are included in the RFP. Notwithstanding all RFP proposals must include:
 - Frequency of billing; monthly, upon completion of cases, etc.;
 - Provisions for providing estimates of fees for extraordinary items;
 - Expected billing arrangements with any contractors who might be engaged as a sub-contractor to provide services to the Town (for example, different hourly billable rates or different methods of billing);
 - Retainer details including any applicable estimated monthly retainer, with an explanation of services covered within that retainer, and when extra costs or billable hours would commence;
 - A list of services, if any, billed on a flat fee basis, and the fee charged;
 - A list of services, if any, available without charge;
 - Rates for costs other than those already noted (for example, travel time costs, office equipment costs, disbursements, including any applicable mark-up);
 - The time frame for which the above noted rates or costs would be held firm, and any trigger mechanisms which dictate adjustments to the rates or costs and the manner in which the firm would address these adjustments with the Town;
 - A sample branding services billing (demonstrating how billing is tracked by file, staff person/department requesting service, billable hours or other basis of calculation, disbursements, etc.); and
 - The firm's expected payment terms.

8.8 Additional Information:

Please provide to the Town any additional information that the Proponent wishes considered in the evaluation of its proposal.

APPENDIX A

Receipt Confirmation Form – Town of Oliver RFP For Provision of Branding Blueprint and Usage Guide

Please complete this form and return WITHIN 5 WORKING DAYS via facsimile to:

Cathy Cowan
Chief Administrative Officer
Town of Oliver
Box 638, 6150 Main Street,
Oliver, B.C. V0H 1T0

Facsimile: (250) 498-4466

PROPONENT FIRM'S NAME: _____

ADDRESS: _____

CITY: _____ POSTAL CODE: _____

CONTACT NAME AND POSITION: _____

PHONE NUMBER: _____ FAX NUMBER: _____

I/We have received a copy of the above noted RFP.

I/We will not be submitting a proposal.

I/We will be preparing a proposal for submission and I/We authorize the Town's Representative to send any further correspondence concerning this RFP via:

Facsimile: _____ Courier Collect: _____

I/We understand that whether or not I/we submit a proposal my/our status as a potential supplier of goods or services to the Town of Oliver in the future (other than goods or services supplied pursuant to any contract for service which results from this RFP process) will not be affected.

AUTHORIZED SIGNATORY

DATE

APPENDIX B

Proposal Submission Format

Please submit each copy of a submitted proposal in the following format:

1. Title Page:

Illustrating; RFP title, Proponent's name and address, closing date and time, and Proponent's contact person and telephone number.

2. Proposal:

Include ALL information requested in sections 8.1 to 8.8 of the RFP.

3. Appendices:

Any attached firm brochures, or the like.

