

Timmins Economic Development Corporation



Request For Proposals

Pan Northern Immigration Marketing and Promotion Initiative

October 28th, 2010

Pan Northern Immigration Marketing and Promotion Initiative is an initiative of the Ontario's North Economic Development Corporation (ONEDC), with support and funding from the Ministry of Citizenship and Immigration.

PART A

1. INTRODUCTION

This is a distinct project that will bring together a collaborative partnership of the 4 major cities in Northeastern Ontario; Sault Ste Marie, Timmins, North Bay and Sudbury. The Municipal Immigration Information On-line (MIIO) communities have a similar need to attract and retain immigrants to help sustain and grow their economies. It is imperative that a region of this size work together to attract and retain immigrants to Northeastern Ontario. The project is to strengthen Northern Ontario's position as a welcoming part of Ontario and Canada through a marketing, promotion and employer awareness campaign.

It is critical to provide a solid base for economic growth through a marketing and promotion, and a employer awareness program. A **strong** and **unified** marketing and promotion campaign can help steer the development in Northeastern communities. The initiative is to work as a collaborative partnership to enhance the national and international profile of the region. A joint marketing campaign can only strengthen Northern Ontario as a destination for relocation. The MIIO communities want to highlight the benefits of the region to ensure it gives immigrants the knowledge and opportunities Northern Ontario has to offer.

1.1 Background

Only 4% of new immigrants to Ontario between 1997 -2006 settled in rural areas. The Northeastern Ontario MIIO project is to continue to attract and retain newcomers and immigrants to Northern Ontario. It is imperative to provide a solid base for economic growth through the marketing and promotion, fulfilling a labour shortage, attraction of new investment and drawing new business clients to sustain already existing businesses.

Ontario's North Economic Development Corporation (ONEDC) is an incorporated non-profit body established to create and implement pan-northern Ontario economic development initiatives. Further, it is intended to support the continued evolution of public/private sector partnership programs for northern Ontario. The ONEDC Board is made up of senior representatives from each of the City Economic Development Corporations from North Bay, Sudbury, Sault Ste. Marie, Timmins, and Thunder Bay. Representatives from other regional economic development groups and tier-two communities are invited to participate as projects and initiatives warrant.

This project is to meet specific needs of communities in the North – Timmins, North Bay, Sudbury and Sault. Ste. Marie.

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Sault Ste. Marie is a vibrant city located at the centre of the Great Lakes and bordering the United States. The city has a population of 75,000 and a “best of both worlds” lifestyle, featuring most of the amenities found in larger urban centres, alongside the breathtaking beauty of Northern Ontario’s wilderness.

Sudbury has a population of approximately 160,000 and serving a market of over 450,000 within a 240 km. (150 mile) radius, the City of Greater Sudbury is central to most North American markets with access to international destinations such as New York, Detroit and Chicago - all within a two hour flight or 10 hour drive. Greater Sudbury is a regional centre for Industry, Commerce, Health Services, Retail, Government Services and Education. It is the most multi-cultural and bilingual community in Northern Ontario, with 40% of its population speaking both French and English.

North Bay is a regional centre with a trading area of 109,000. It has a diverse economic base and is home to a number of multinationals providing engineered products and services to global markets

The City of Timmins is centrally located in Northeastern Ontario, and is the regional centre for shopping, culture, commerce, health, industrial supplies and distribution channels. The City of Timmins has a population of 45,000, but draws consumers and business-to-business from throughout the Cochrane District, the James Bay Coastal area and nearby communities such as Chapleau and Kirkland Lake for a total regional market of approximately 118,000.

In light of the current and projected demographic and economic challenges outlined in the previous section, Ontario’s North Economic Development Corporation (ONEDC) has identified proactive solutions. Stemming from the research process, immigration was identified as a means of strengthening and enhancing the region, as one part of the solution.

Pursuing immigration from a growth standpoint is a quickly growing strategy throughout Canada, particularly in smaller and Northern centres. It is hard to ignore the Statistics Canada projections that by 2026, Canada’s growth will be 100% dependent on immigration. In fact, between 1991 and 2001, immigration accounted for close to 70% of the net growth in the Canadian labour force. For smaller and Northern centres, this has even more significance as out-migration and ageing populations has placed eight communities in Northern Ontario on the list with the fastest declining population according to the latest Census data as mentioned in the previous section. As Canada begins to take stock of the looming demographic challenges, decision-makers in all levels of government are turning to immigration and developing policies, strategies, and partnerships to encourage newcomers to choose Canada and, in the case of some small and mid-sized centres, to choose specific locations.

Not only does immigration work as an economic growth strategy for its ability to reverse the trends of declining population, it is also attractive for its intake of skilled and professional trades. Canadian immigration policy prioritizes those candidates who will contribute to the economic health of the country and has comprehensive criteria in place to ensure the selection and admission of well-qualified individuals. Over 70% of newcomers to Ontario have some post-secondary education or training, meaning that those coming into the province are well situated to contribute to and create a thriving economic base. National policy makers continually take into consideration the labour market needs of the country and set yearly targets based on those needs. The largest numbers of immigrants enter Canada each year in the economic class, where the goal is to admit those individuals who can and will boost those occupations and sectors in decline. Investors and entrepreneurs are also targeted and selected for entry to Canada, ensuring the development of new and innovative markets.

In addition, and of significance to the development of our regional initiatives, the federal government is exploring options to encourage newcomers to move into centres other than Canada's three major centres, Toronto, Montreal, and Vancouver.

2. DESCRIPTION OF THE SUCCESSFUL PROPONENT

The Proponent shall detail their qualifications, and experience, as well as, that of each of their critical team members. The Proponent shall list, along with three (3) references, previous successful projects of the same magnitude and complexity that have been completed within the last five (5) years. The Proponent shall demonstrate that they have the necessary foresight and ingenuity to approach this task with innovative ideas and that they are prepared to view the project from its broadest perspective to ensure that the end solution is of the best long-term value. The successful Proponent shall fulfill the above criteria, as well as, show that they are capable of successfully accomplishing projects on time and on budget.

Proposals must demonstrate that the Proponent understands the nature of the assignment and the needs of the **Ontario's North Economic Development Corporation** with respect to this undertaking.

Proponents are required to demonstrate the following capabilities in their proposals:

- A. Background knowledge of immigration
- B. Experience in marketing and website design
- C. Experience in marketing campaigns
- D. Previous experience completing projects of a similar nature;
- E. Ability to complete sessions in the specified timeframe;
- F. What the consultant will require of the Timmins Economic Development Corporation in terms of time, resources and input;

3. SCOPE OF WORK

The Timmins Economic Development Corporation (TEDC), hereafter referred to as “TEDC” is seeking a Proponent to:

Expand the value of diversity and attraction of immigrants and newcomers through a marketing and promotion campaign; a Pan Northern Ontario initiative– “Immigration Northern Ontario”, with the MIIO partner communities of Northeastern Ontario including North Bay, Sudbury, Sault Ste. Marie and Timmins.

Develop a media/marketing campaign in each city geared to local employers to raise awareness of the business benefits of hiring skilled immigrants and of the resources available, promote existing resources that provide employers with the information they need to source, select, develop and welcome skilled immigrants to their workforce, promote public/employer awareness to draw attention to the challenges immigrants face in the labour market and the value their skills bring to improving our economy and raise community awareness and change perceptions about immigrants.

This model is to develop a driving force for Northeastern Ontario specifically and to each of the MIIO communities to:

- Attract immigrants to the North both domestically and from abroad
- Attract human capital to meet labour market demands
- Maximize our threshold of the population decline in Northern Ontario
- Invest in our economy and, consequently, contribute to Canada’s overall economic growth
- Fulfill job requirements and expectations of immigrants and newcomers outside the major cities of Canada
- Educate immigrants with Northern Ontario opportunities
- Educate employers on the future of the workforce
- Strengthen the awareness of the immigration portals

3.1 Project Goals

Design, develop and implement an innovative Northern Ontario awareness campaign consisting of various elements and events.

The objective is to create a brand for the www.immigrationnorthernontario.com project through the development of key visual elements that will be used on all marketing material associated to the project.

- 1) Design and Develop a logo, watermark, colour scheme and accents in a high resolution digital format with full copyrights and usage by the ONEDC and its partners for the Immigration Northern Ontario strategy.
Completed by December 6th, 2010
- 2) Design and Develop slogans with copyrights and usage by the ONEDC and its partners for the Immigration Northern Ontario strategy.
- 3) Design and Develop a Website / skin using the platform of the www.investnorthernontario.com
Completed by December 6th, 2010
- 4) Design and develop a marketing campaign to deliver a hard fact campaign regarding the future workforce in Northern Ontario. The marketing material developed will be transferable to each community (same look and feel) to promote their own MIIO websites to employers. Promotion material developed should be geared to employers and may include but not exclusive to:
Banners
Posters
Billboards
Radio and TV PSA campaign
Bus Ads
Print media
Media releases
Display material (ie.Pop-ups)
Social Media
Completed by January 31, 2011
- 5) Design and develop a Francophone marketing campaign targeting a larger Francophone community such as Montreal, Quebec and/or Ottawa, to increase the attraction of professional/skilled trade newcomers and immigrants to Northern Ontario via the www.immigrationnorddelontario.com website.
Undertake all media buys (all costs to be included in proposal) which may include but not exclusive to:

Radio and TV PSA campaign
Print Media such as newspaper, magazine
Media releases
Radio and/ or TV campaign
Completed by March 31, 2011
- 6) Design a one (1) bilingual (French and English)
www.immigrationnorthernontario.com www.immigrationnorddelontario.com
and one (1)

www.investnorthernontario.com design (files to be delivered in high resolution jpeg, tiff, and PDF formats) to be utilized on a backdrop for tradeshow including a map of northern Ontario depicting the **5 major cities** of Sault Ste Marie, Timmins, North Bay, Thunder Bay and Sudbury and Inclusive of the ONEDC logo. Completed by December 10th, 2010

4. CAMPAIGN DELIVERABLES

- Must provide a consistent look and feel through all elements of the campaign
- Must be innovative and cutting edge
- Must be fact based and driven
- Must target professional and skilled newcomers and immigrants cohorts
- Must target all sizes of employers from multi-nationals to SMEs
- Web applications must be designed to provide usage and performance statistics at multiple levels
- Must utilize www.immigrationnorthernontario.com and : www.immigrationorddelontario.com (French and English) as call to action on all materials (with the exception of the Francophone campaign)
- Three high-end professional design concepts for the campaign that appeal and reach the target audiences. The concepts should include the look and feel that is easily transferable to various types of media, and all other campaign elements. Provide four hard copies and one electronic copy of these design concepts.
- Refine and deliver a visual/electronic presentation (e.g. Power Point) of the one preferred concept to the ONEDC partners via teleconference/ skype etc.
- Coordinate and undertake all media buys for the Francophone campaign
- Develop a marketing plan to assist the communities deploy an employer marketing campaign
- Develop, configure and provide all web based applications for [ww.immigrationnorthernontario.com](http://www.immigrationnorthernontario.com)

- Provide knowledge transfer to Project Lead and relevant partners in the use, maintenance and administration of all content related to web based applications of the campaign.

The successful applicant will be asked to commence November 22nd, 2010 Furthermore the TEDC and the successful applicant will develop a mutually agreed upon work plan and timeline (must be completed on or November 29th) The work plan and timeline will be negotiated prior to a final work order being placed with the successful applicant. This RFP encourages creativity and will look for a plan specific to the needs of Northern Ontario.

4.1 REQUIREMENTS

Although this RFP encourages creativity, originality in designing the program for Timmins, several requirements must be met and included in the project. The proponent will clearly identify the methodology, strategy and delivery process of all aspects of the project and identify measurement processes. The project outcomes are to be clearly identified in the outline.

5. SIGN OFF

Erasures, overwriting or strikeouts must be initialled by the person signing on behalf of the organization submitting the proposal.

The Proponent's Lead shall be responsible for signing off all reports and all deliverables submitted for inspection prior to invoicing, thereby certifying that the work was carried out in accordance with the **SCOPE** and **DELIVERABLES** section.

6. REPORTING

The successful Proponent shall keep the Project Coordinator, and through her, the ONEDC partners and the Timmins Economic Development Corporation informed of the progress being made through monthly meetings (telephone) and weekly email reports. The latter shall be made each Monday morning via e-mail attachments describing the state of progress of the various aspects of the workplan.

The successful Proponent shall be required to attend three (3) meetings, an initial one, a progress meeting and a final meeting. (teleconference, in- person etc)

PART B – PROPOSAL EVALUATION

1. PROPOSAL SUBMISSION AND CONTENT

The Timmins Economic Development Corporation shall receive proposals until **4:00 p.m., November 12th, 2010**. Any mailed proposals received after the above referenced deadline will not be considered for this project and will be returned to the consultant unopened.

Packages shall be submitted to:

Ms. Cathy Ellis
Timmins Economic Development Corporation
12 Elm Street North
Timmins, ON
P4N 6A1
Phone: 705-360-2656 Ext. 7099
Fax 705-360-2679
e-mail: cathy.ellis@timmins.ca

Proponents are solely responsible for ensuring that Proposals are delivered as required. Delays caused by any delivery service, including Canada Post, will not be grounds for an extension of the Proposal Submission deadline. Faxed or electronic transmissions or other forms of unsealed proposals will not be considered.

PLEASE NOTE: Any qualified firms that will be submitting a proposal in response to this RFP should **pre-register**, relaying their intentions to submit not later than November 8th, 2010 by e-mail. Firms that do not pre-register by the above mentioned deadline might not receive any addendums to the RFP document. Please include your complete mailing address, telephone and fax numbers and e-mail address along with your intentions to submit to:

Ms. Cathy Ellis
Timmins Economic Development Corporation
12 Elm Street North
Timmins, ON
P4N 6A1
Phone: 705-360-2656 Ext. 7099
Fax 705-360-2679
e-mail: cathy.ellis@timmins.ca

1.1 Requirements of the Proposal Document

Proponents are directed to prepare clear and concise proposals. One hard copy of the proposal, which shall be no longer than ten (10) pages in length plus appendices, shall be submitted to the Review Committee no later than the date noted above. A digital copy of the proposal is also required in Word format and PDF burned on a CD ROM.

As the Timmins Economic Development Corporations shall be studying several proposals, the task of evaluating each one and comparing it against the others would be more easily accomplished if all proposals followed the same general format. For these reasons the proposal shall follow these guidelines:

The Proponent should provide a statement as to whether they are a sole proprietorship, partnership or corporate entity, indicating the laws under which the partnership or corporate entity was registered or formed, together with the registered or corporate name. Also, the Proponent should provide a statement identifying the country where the controlling interest/ownership (name if applicable) of its organization is located.

1.1.1 Page Set-up and Formatting

Use only one side of letter size paper with 12 point Times New Roman font, and single line spacing and with left justification. Appendices shall have tabs and the proposal shall be bound.

Section 1: Introduction

In this section, the Proponent shall confirm their full understanding of the intent of the Request For Proposal. A full description should be provided of any omissions or deviations from the requirements set forth in this RFP. Any additional elements should be clearly outlined. The effect of any omission on the total cost shall also be included. If there are no omissions or deviations from this RFP, the respondent shall state the following: "This proposal contains no omissions or deviations from the RFP."

Section 2: Personnel, Experience and Qualifications

Please include names and qualifications as part of a profile of individual project team members and sub-proponents, if any, and how their experience directly relates to this project.

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Identify the principal/project manager who will be the primary contact.

On an organizational chart identify the members of the staff team or person's directly involved in the project and their respective roles.

Each proponent must provide:

- its experience, with emphasis on factors relevant to this proposal and project;
- the roles and responsibilities of management, consultants and sub-contractors who will be involved together with their respective roles and their experience and where this experience was obtained. Resumes for each must be included in Appendices.
- for all personnel, the number of days each person will devote to this project;
- a discussion of back-up management and how key individuals would be replaced in a crisis;
- details from a minimum of three previously completed or in-progress consulting assignments, indicating the relevance of the consulting experience to this project and specific experience of each person nominated;
- names, addresses and telephone numbers of a minimum of three clients or former clients (within the last two years) who may be contacted to provide a reference for the proponent firm.

Section 3: Work Plan and Related Details

Include a work plan describing the main tasks to be undertaken, as per '**PART A. Section 3. SCOPE OF WORK, 4. PROJECT DELIVERABLES**'. Within the body of the work plan, the Proponent shall list who from their team shall be overseeing each of the respective parts of the investigation.

Provide a project work plan. Include a detailed description of the proponent's staged work plan to complete the entire project. The plan should include the services to be provided (i.e. deliverables), timelines and costs associated with each component of the project.

Provide a detailed Budget and Gantt Chart(s).

Propose, in writing, an absolute upset cost limit along with a payment schedule (include all costs, travel, taxes, etc.) quoted in Canadian dollars.

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Provide per diem rates in the event that additional deliverables are deemed appropriate.

Indicate any recent or ongoing projects that would conflict with the interests of the Timmins Economic Development Corporation.

Section 4: Preliminary Project Schedule

This section is not included in the ten page (10) page limit.

Section 5: Appendices

This section is not included in the ten (10) page limit.

- A1. References (Include names and current contact telephone numbers)
- A2. Team Members' Resumes
- A3. Organizational Chart

2. OTHER TERMS and CONDITIONS

Each proposal shall be irrevocable by the proponent and will remain in effect and open for acceptance for a period of (ninety) 90 days from the Closing Date.

A proponent may withdraw or substitute all or part of its proposal at any time up to the Closing Date. The last submission received by the Timmins Economic Development Corporation shall supersede and invalidate all submissions previously submitted by that proponent for the RFP.

The Timmins Economic Development Corporation reserves the right to accept any proposal in whole or in part or to discuss with any proponent different or additional terms to those envisaged in this RFP or in such proponent's proposal.

The Timmins Economic Development Corporation reserves the right in its sole discretion to approve changes in the management and/or ownership structure of a proponent after receipt of its proposal.

Any written information received by the Timmins Economic Development Corporation from a proponent pursuant to a request from the Timmins Economic Development Corporation as part of the RFP process shall be considered as an integral part of the proposal.

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If it becomes necessary to revise any part of this RFP, or if the proponents require additional data to interpret any of its provisions, the revisions or additional data will be provided to all proponents who register.

If revisions or additional data are necessary after the Closing Date for proposals, revisions or additional data will be provided only to those Proponents who have pre-registered within the required time period and met the mandatory requirements and submission requirements. Such Proponents will then have the opportunity to modify their proposal on such items as the Timmins Economic Development Corporation may specify.

No news release or interview with media pertaining to this RFP shall be issued without the prior written approval of the Timmins Economic Development Corporation.

All consultants shall comply with all the legislation and regulations which may be applicable to completing this proposal.

All proposals must be complete, legible and signed in ink by an authorized official.

All deliverables must be acceptable to the Timmins Economic Development Corporation. All data sources must be documented.

3. EVALUATION or REVIEW COMMITTEE

The Timmins Economic Development Corporation has established an audit team and review committee charged with the responsibility of reviewing and choosing the preferred submission. Qualifying proposals will be forwarded to this Review Committee for evaluation.

Based on this short list selected proponents could be interviewed to discuss their respective proposals in greater detail. Should the project proceed, a preferred candidate for this project will be recommended to the Timmins Economic Development Corporation for engagement of services and a formal agreement may then be negotiated and entered into between the successful firm and the Project Committee.

4. EVALUATION CRITERIA

All proposals will be evaluated on a technical merit and fee basis, according to the following guidelines.

4.1 Technical Proposal

A technical evaluation of the proposal shall be conducted based upon the following criteria:

Experience and Qualifications of the Project Team

- Project Manager
- Support staff
- Sub-Proponents
- References of the firm

Project Implementation

- Approach and methodology (work plan).
- Ability perform an analysis of the community
- Experience on similar projects.
- Quality assurance system.
- Confidence that the team has the ability to successfully satisfy the TEDC
- Schedule of key activities and resources.
- Confidence that the identified recommendations can provide the creativity and innovation to maximize resources.

4.2 Fee Proposal

The fee proposal shall include all disbursements necessary for the Proponent to complete the project and include, but not be limited to the following items:

- a) Cost of monthly meetings;
- b) Cost of administering and managing sub-contract work;
- c) Cost of travel, communications and other expenses incurred by the Proponent shall be included;
- d) Cost of resources (e.g. staffing);
- e) Cost of training;
- f) Disbursements and taxes (excluding GST) included.

The Evaluation Committee reserves the right to adjust costs of proposals to reflect imbalances or discrepancies as well as to disqualify bids that, in the opinion of the committee, do not demonstrate sufficient resources and costs to adequately complete the project requirements.

The fee proposal shall demonstrate an understanding of the cost factors. A complete detailed price breakdown shall be included in the proposal identifying all applicable costs, including per diem rates for all personnel.

4.3 Proposal Evaluation Specifics

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Qualifying proposals will be reviewed and evaluated by the Evaluation Committee on a one-by-one basis. The following evaluation criteria will be used to assist the committee. The Timmins Economic Development Corporation also reserves the right to consider other criteria for the purpose of evaluating proposals at its sole discretion. Interviews and reference checks may also be undertaken to assist with the selection process.

Evaluation Criteria	Weighted Score
Qualifications and Experience	30%
Knowledge of Immigration (Settlement Services, challenges, obstacles, etc)	20%
The Detailed Work Plan and Project Implementation	30%
Total Project Costs	20%
Total	100%

PLEASE NOTE: Participants are advised that only complete submissions shall be reviewed and evaluated. Interviews may be held, in part, to enable us to gain assurance that the Proponent understands the requirements of the RFP.

The Evaluation Committee, on behalf of the Timmins Economic Development Corporation, may select or reject any or all proposals and are not bound to accept the proposal with the lowest price.

Reference verification may also be undertaken to assist with the selection process.

A preferred candidate for this project will be recommended to the Timmins Economic Development Corporation for engagement of services and a formal agreement may then be negotiated and entered into with the successful proponent.

Proponents are advised that the decision to proceed to negotiate and finalize an agreement with any firm remains subject to final funding approval. A final decision on whether or not to proceed with the project will be made by the Timmins Economic Development Corporation.

Inquiries & Additional Information:

Questions from Proponents concerning this RFP can be forwarded by e-mail to Brenda Camirand, at the address provided in PART B. 1. PROPOSAL SUBMISSION AND CONTENT section of this RFP.

Please note that questions will only be accepted if received prior to 4pm on Monday, November 8th, 2010. In the event that a question results in refinements to the RFP, a

copy of the amended RFP will be directed to those Proponents that have completed the registration process.

PART C ADDITIONAL CONDITIONS

1. CONFIDENTIALITY

Confidentiality of records and information relating to this work shall be maintained at all times. All correspondence, documentation and information provided by the Timmins Economic Development Corporation to any Proponent in connection with, or arising out of this RFP or the acceptance of any proposal shall:

- remain the property of the Review Committee;
- be treated as confidential;
- not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreements.

All correspondence, documentation and information provided to the Review Committee by any Proponent in connection with, or arising out of this RFP, and the submission of any Proposal will become the property of the Review Committee, and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and may be released, pursuant to the Act. The Proponent's name, at a minimum, shall be made public on request.

Because of the MFIPPA, Proponents are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Any information in the Proponents' submissions that is not specifically identified as confidential could be treated as public information. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's submission to this RFP.

NOTE: Materials supplied in response to the RFP become a record of the Review Committee and are subject to the Municipal Freedom of Information and Protection of Privacy Act. The Review Committee takes the position that such materials are not supplied in confidence and form part of the records made generally available upon request to the public. If you have any questions with regard to this policy, please contact

2. CONFLICT OF INTEREST STATEMENT

In its Proposal, the Proponent shall disclose to the Timmins Economic Development Corporation any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Timmins Economic Development Corporation may, at its discretion, refuse to consider the Proposal.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the Timmins Economic Development Corporation through the Project Lead. If the Timmins Economic Development Corporation requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise.

3. NON-COLLUSION

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposal. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Timmins Economic Development Corporation discovers there has been a breach of this requirement at any time, the Timmins Economic Development Corporation reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

4. TIMMINS ECONOMIC DEVELOPMENT CORPORATION RIGHTS IN RESPECT OF THE RFP

This RFP does not constitute an offer of any nature or kind whatsoever by the Timmins Economic Development Corporation to the Proponents. This RFP is an invitation for proposals and not a tender, and the terms of the ultimate contract, if any, are to be negotiated. The Timmins Economic Development Corporation does not bind itself to accept any proposals and may proceed as it determines, in its sole discretion, following receipt of the proposals. The Timmins Economic Development Corporation reserves the right to discuss with any Proponent, different or additional terms to those envisaged in this RFP or in such Proponent's proposal.

The Timmins Economic Development Corporation has the right:

- To cancel the RFP at any time without liability whatsoever to any Proponent;
- To accept any or all of the proposals;

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- To elect to accept or reject it, if only one proposal is received;
- Not to accept the lowest fixed fee amount;
- To alter the schedule, RFP process, procedures or objective of the project or any other aspect of the RFP, as it may determine in its sole and absolute discretion;

or

- To negotiate with one or more Proponents to reach a final agreement for the services.

It is the nature of this RFP process that this RFP and/or the proposal in response to the RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the Timmins Economic Development Corporation and the chosen Proponent will enter into a final agreement (the “Agreement”), and does not mean that the proposal is necessarily totally acceptable in the form submitted. After the selection of a proposal, if any, the Timmins Economic Development Corporation has the right to negotiate with the Proponent and, as part of that process, to negotiate changes, amendments or modifications to the proposal without offering the other Proponents the right to amend their proposals.

The Timmins Economic Development Corporation may select or reject any or all proposals and is not bound to accept the proposal with the lowest price. Proponents are advised that the decision to proceed to negotiate and finalize an agreement for services remains subject to a final decision by the Timmins Economic Development Corporation on whether or not to proceed with the project. In addition, the acceptance of any proposal under this competition, does not in any manner, guarantee the award of any other related components of this project.

5. PROPONENT’S COSTS

All costs and expenses incurred by a Proponent related to the preparation or presentation of its proposals shall be borne by the Proponent. This may include costs related to presentation / discussion with the finalists if needed. The Timmins Economic Development Corporation is not liable to pay such costs and expenses or to reimburse or to compensate a Proponent under any circumstances.

6. DELAYS

The Timmins Economic Development Corporation shall not be responsible for any delays or costs to the Proponents associated with any reviews or the approval process.

7. FUNDING

The award of any contract shall be conditional upon the criteria being through a funding agreement.

8. PAYMENTS

Payments to the Proponent shall be based on Proponent payment schedules outlined in their proposals. All payment terms shall be net thirty (30) days.

9. ERRORS AND/OR OMISSIONS

It is understood and acknowledged that while the R.F.P. includes specific requirements, a complete review and recommendation are required. Minor items not herein specified but obviously required shall be provided as if specified. The Proponent shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this proposal bid shall not relieve the bidder of the responsibility of providing the services as aforesaid.

10. UNFORSEEN CHANGES

At this time, the Timmins Economic Development Corporation does not foresee any changes to the above scope of work but changes in legislation or budget constraints may necessitate changes. The Timmins Economic Development Corporation reserves the right to negotiate the scope of the assignment during the term of the assignment to reflect issues such as budget concerns, regulatory changes, etc.

It is noted that the work completed to undertake this project cannot be assigned to another party without the prior written agreement from the Timmins Economic Development Corporation.

11. WORKPLACE SAFETY AND INSURANCE BOARD

The Proponent shall supply proof of good standing with the Workplace Safety and Insurance Board with all invoices if necessary.

12. INSURANCE REQUIREMENTS

It is strongly preferred that the successful Proponent or staff be members in good standing with the professional association(s) appropriate to their field of endeavor and/or business and shall be required to provide the following insurance:

12.1 Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000. When requested, the

Proponent shall provide satisfactory proof of Professional Liability Insurance carried by the Proponent in a form acceptable to the Timmins Economic Development Corporation.

12.2 Change in Coverage

It is understood and agreed that the coverage provided by these policies shall not be changed or amended in any way, nor cancelled by the Proponent until ninety (90) days after written notice of such change or cancellations has been personally delivered to the Timmins Economic Development Corporation.

13. PERMITS, CERTIFICATES, AND LICENSING

The Proponent shall be responsible for a strict adherence to all Federal, Provincial, Municipal and professional codes and by-laws and shall obtain all permits, certificates and licences as applicable including work completed by Sub-Proponents.

14. SAFETY REGULATIONS AND LABOUR CODES

The Proponent shall adhere to all safety rules, regulations and labour regulations in effect in all jurisdictions where the work shall be performed.

15. INFLUENCE

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any Timmins Economic Development Corporation purchasing or hiring process. Any person, company, corporation or organization that attempts to influence the outcome of any Timmins Economic Development Corporation purchasing or hiring process shall be disqualified, and the person, company, corporation or organization may be subjected to exclusion or suspension from this, or other works with the Timmins Economic Development Corporation.

16. BILLING SUMMARIES

The Proponent shall provide a breakdown, before its first invoice, detailing all work to date. The breakdown shall be approved by the Timmins Economic Development Corporation. Every invoice shall include a running total of the current amount, the amount billed to date, the amount to complete, the original upset limit, and shall distinguish between the base estimate covered by contracted upset limit(s) and invoicing for extra work; and shall provide an estimate of the percentage of the project

completed as of the date of billing. Invoices shall be submitted monthly and any work performed, as an extra, shall have received prior approval by the Contract Administrator (i.e. Project Lead) in writing. A copy of the written approval shall accompany the invoice. The conditions for invoicing and payment shall be incorporated into any contract that may be prepared as part of the process. Each invoice shall reference the purchase order provided for these works.

17. INDEMNITY

The Proponent agrees to indemnify and save harmless the Timmins Economic Development Corporation and its affiliates from any claim or demand arising as a result of the performance or non-performance of this contract by the Proponent, and without limiting the generality of the foregoing.

18. CONTRACT PREPARATION

The Proponent shall be responsible for preparing the first draft of all necessary contracts, which shall be subject to the review and approval of the Timmins Economic Development Corporation. Once the "Form of Agreement" (i.e. form of the agreement) is agreed to by all parties and their counsel, following execution by all parties, the Timmins Economic Development Corporation will issue a purchase order to commence work.

19. NEGOTIATIONS

The Timmins Economic Development Corporation may award the Agreement on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proponent's best terms/information, including all required documentation as listed.

The Timmins Economic Development Corporation reserves the right to enter into negotiations with the selected Proponent. If the Timmins Economic Development Corporation and the selected Proponent cannot negotiate a successful agreement, the Timmins Economic Development Corporation may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until an agreement has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Timmins Economic Development Corporation arising from negotiations.

20. INTELLECTUAL PROPERTY

Timmins Economic Development Corporation

All intellectual property developed through this project will become property of the Timmins Economic Development Corporation and Ontario's North Economic Development Corporation Ontario including but not limited to content, modification to existing programs and Web addresses / URLs and marketing and promotion material.

21. AUTHORIZATION

LEGAL NAME OF COMPANY: _____

PROJECT LEAD'S NAME: _____

AUTHORIZED SIGNATURE: _____

ADDRESS: _____

TELEPHONE NO.: _____ DATED: _____

These terms of reference shall be signed and bound or accompany the submitted proposal.

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