



**Request for Proposals
For
Northumberland Tourism Social Media Specialist**

PREVIEW
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Request for Proposals No.: **21-35**

Issued: **Thursday September 23, 2021**

Submission Deadline: **Thursday October 21, 2021 02:00:00 PM local time**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Proponents	3
1.2 Type of Contract for Deliverables.....	3
1.3 RFP Timetable.....	3
1.4 Submission of Proposals	4
PART 2 – EVALUATION, NEGOTIATION AND AWARD	6
2.1 Stages of Evaluation and Negotiation	6
2.2 Stage I – Mandatory Submission Requirements	6
2.3 Stage II – Preliminary Evaluation	6
2.4 Stage III – Pricing	7
2.5 Stage IV – Ranking and Contract Negotiations	7
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	9
3.1 General Information and Instructions	9
3.2 Communication after Issuance of RFP.....	10
3.3 Notification and Debriefing.....	11
3.4 Conflict of Interest and Prohibited Conduct.....	11
3.5 Confidential Information	13
3.6 Procurement Process Non-binding	14
3.7 Governing Law and Interpretation.....	14
APPENDIX A – FORM OF AGREEMENT	16
APPENDIX B – SUBMISSION FORM	36
APPENDIX C – PRICING FORM	37
APPENDIX D – RFP PARTICULARS	38
A. THE DELIVERABLES	38
B. MATERIAL DISCLOSURES.....	39
C. MANDATORY SUBMISSION REQUIREMENTS.....	40
D. MANDATORY TECHNICAL REQUIREMENTS.....	40
E. PRE-CONDITIONS OF AWARD.....	40
F. RATED CRITERIA.....	40

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the County of Northumberland (the “County”) to prospective proponents to submit proposals for **Northumberland Tourism Social Media Specialist** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

Northumberland Tourism is seeking proposals from independent contractors to attract and interact with targeted virtual communities and network users on social media, share relevant tourism related news and create an engaging social media presence. This supports Northumberland’s mandate to support competitive, sustainable tourism by attracting visitors and generating economic activity.

The goal is to achieve superior customer engagement and drive traffic to <https://www.northumberlandtourism.com> by strategically leveraging all aspects of the social media marketing roadmap and optimize this with the tourism website. This includes building brand awareness around Northumberland (and key tourism partners and businesses) as a desirable destination for travel within Ontario according to target themes and audience interests.

The social media specialist will develop and implement a social media strategy which aligns with the departments current marketing campaigns.

Information about the County, including the County’s Purchasing By-law, can be found by visiting our web page at <http://www.northumberlandcounty.ca>.

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the County for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the County and the selected proponent. It is the County’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of 1 year, with an option in favour of the County to extend the agreement on the same terms and conditions for an additional term of up to four (4) one (1) year renewals.

1.3 RFP Timetable

Issue Date of RFP	Thursday September 23, 2021
Deadline for Questions	Friday October 08, 2021 02:00 PM local time
Deadline for Issuing Addenda	Thursday October 14, 2021 local time
Submission Deadline	Thursday October 21, 2021 02:00:00 PM local time
Rectification Period	5 business days
Anticipated Ranking of Proponents	Tuesday November 30, 2021
Contract Negotiation Period	7 calendar days

Anticipated Execution of Agreement	Wednesday, December 15, 2021
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The RFP timetable is tentative only, and may be changed by the County at any time. For greater clarity, business days means all days that the County is open for business.

1.4 Submission of Proposals

1.4.1 Electronic Submission Only

Proposals must be submitted to:

1.4.2 Proposals Must Be Received on Time

Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.4.3 Proposal Submission Format

All proponents shall have a bidding system vendor account and be registered as a plan taker for this opportunity, which will enable the proponent to download the solicitation document, to receive addenda, email notifications, download addenda and submit their proposals electronically through the bidding system.

Proponents are cautioned that the timing of their submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the County recommends that proponents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the County's bidding system web clock.

Proponents should contact the RFP Contact at least twenty-four hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If proponents do not receive a confirmation email, they should contact the RFP Contact immediately.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a proponent has obtained this solicitation document from a third party, the onus is on the proponent to create a bidding system vendor account and register as a plan taker for the opportunity at <https://northumberlandcounty.bidsandtenders.ca>

1.4.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

1.4.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, the proponent is solely responsible for ensuring that the proposal is withdrawn through the bidding system. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

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PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The County will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Pricing information will be reviewed by an administrative representative of the County to the extent necessary to determine if the mandatory submission requirements are met, but will not be reviewed by the evaluation committee until after Stage II.

If a proposal fails to satisfy all of the mandatory submission requirements, the County will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the County issues a rectification notice to the proponent.

The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Preliminary Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The County will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the County as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The County will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D) to arrive at a preliminary rated criteria score (“Preliminary Scores”). Only the top three (3) proposals that meet the thresholds set out in that section will proceed to the presentation stage of the RFP.

2.3.3 Presentation Stage

The presentation stage will begin with the three (3) proponents with the highest Preliminary Scores being invited to provide a presentation to the County. The presentation will be evaluated based on the same non-price rated criteria used for the Preliminary

Scores and may result in an adjustment to the Preliminary Scores (adjusted Preliminary Scores hereafter referred to as the “Final Rated Criteria Score”).

2.4 Stage III – Pricing

Once the Preliminary Scores have been adjusted based on presentation to determine the Final Rated Criteria Score, a review and scoring of the submitted pricing of the remaining proponents will be evaluated in accordance with the price evaluation method set out in the Pricing Form (Appendix C).

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Final Ranking of Proponents

After the completion of Stage III, a final total score will be calculated for each remaining proponent based on the pricing score and the Final Rated Criteria Score from Stage II. The proponents will then be ranked based on their final total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the County. In the event of a tie, the selected proponent will be selected by way of coin toss.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the County or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the County and the selected proponent. Negotiations may include requests by the County for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the COUNTY for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The County intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the County invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the County may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent

to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the COUNTY elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

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PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 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 this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 References and Past Performance

In the evaluation process, the County may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the County or other institutions.

3.1.5 Information in RFP Only an Estimate

The County and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the County

The County will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The County makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The County may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by using the following link and clicking on the “Submit a Question” button for the applicable bid document on or before the Deadline for Questions set out in the RFP Timetable:

<https://northumberlandcounty.bidsandtenders.ca/Module/Tenders/en>

No such communications are to be sent via any other method than set out above. The County is not responsible for any information obtained by any other means. The County is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The County is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the County, 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 addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the County through the bidding system. Proponents will be required to check a box for acceptance of addenda before submitting their proposal through the bidding system.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the County determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the County may extend the Submission Deadline for a reasonable period of time.

3.2.4 Post-Deadline RFP Contact

After the Submission Deadline, for the purposes of this procurement process, the “RFP Contact” will be:

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the County, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

3.2.5 Verify, Clarify and Supplement

When evaluating proposals, the County may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The County may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the County and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the County's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the County

- in the preparation of its response that is not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The County may disqualify a proponent for any conduct, situation or circumstances, determined by the County, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above.

3.4.3 Disqualification for Prohibited Conduct

The County may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the County determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate

communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the County; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The County may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the County, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the County

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

- (a) is the sole property of the County and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the County; and
- (d) must be returned by the proponent to the County immediately upon the request of the County.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the County. The confidentiality of such information will be maintained by the County, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the County to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted through the "Messages" section of the Bonfire project dashboard identified in section 3.2.1 above, or, if the Submission Deadline has passed, to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the County will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the County by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the County to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The County may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

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APPENDIX A – FORM OF AGREEMENT

FORM OF AGREEMENT

BETWEEN:

The Corporation of the County of Northumberland
(referred to as the “County”)

AND:

[*INSERT FULL LEGAL NAME OF SUPPLIER*]

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

[Insert Name of Project or Brief Description of Deliverables – should match the description used as the title of the RFX document]

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) the **[*Insert RFX Document Name and #*]**, including any addenda, (the “Solicitation Document”); and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

The Corporation of the County of Northumberland

Signature: _____

Name: _____

Title: _____

Date: _____

I have the authority to bind the County.

[Insert Supplier's Full Legal Name**]**

Signature: _____

Name: _____

Title: _____

Date: _____

I have the authority to bind the Supplier.

Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

[*Describe the Deliverables. Reference can be made to the Solicitation Document and/or Supplier Submission, as appropriate*]

B. Rates and Disbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the County to the Supplier under the Contract shall not exceed [*insert maximum contract amount*] (\$xxx).

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[*insert personnel and rate information or replace this section with other applicable form of rate breakdown*]

C. Payment Terms

The payment terms for the Contract are as follows:

- a) Invoices shall be submitted to the County as outlined in the Specific Provisions below and delivered via email to apinvoices@northumberlandcounty.ca.
- b) The County shall pay the Supplier for the Deliverables in accordance with the Rates outlined in the contract within 30 days of receipt by the County of a satisfactory invoice from the Supplier requesting payment for Deliverables that have been received and accepted by the County.
- c) All invoices submitted by the Supplier must include details of goods/services rendered and the amount invoiced broken down by location, exclusive of HST, and the amount of HST shown separately. The invoice must also include the name and address of the Supplier and an invoice number.
- d) All payments will be delivered via EFT (Electronic Funds Transfer) directly into the Proponent's preferred bank account.

D. County and Supplier Representatives

The County Representative and contact information for the Contract is:

[*insert name and title of the County’s representative in charge of the contract and contact details, including mailing address and email address*]

Name & Title:
Address:
Phone:
Mobile:
Email:

The Supplier Representative and contact information for the Contract is:

[*insert name and title of Supplier representative in charge of the contact and contact details, including mailing address and email address*]

Name & Title:
Address:
Phone:
Mobile:
Email:

E. Term of Contract

The Contract shall take effect on the [*insert date*] (the “**Effective Date**”) and shall be in effect for a period of [*insert # of years or months], from the Effective Date, with an option in favour of the County to extend the term for an additional period of [*insert extension period, if applicable, or revise this language as necessary*], unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

F. Specific Provisions

[*Insert any additional contract performance terms or modifications to the Standard Terms and Conditions in Schedule 2 and note any express deletions from the Supplier’s Submission or negotiated changes to the Solicitation Document, if applicable*]

Schedule 2 - Standard Terms and Conditions
Index

Article 1 - Interpretation

1.01 Defined Terms

Article 2 - General Provisions

- 2.01 No Indemnities from County
- 2.02 Entire Contract
- 2.03 Severability
- 2.04 Failure to Enforce Not a Waiver
- 2.05 Changes by Written Amendment Only
- 2.06 Force Majeure
- 2.07 Notices by Prescribed Means
- 2.08 Governing Law

Article 3 – Nature of Relationship Between County and Supplier

- 3.01 Supplier’s Power to Contract
- 3.02 Representatives May Bind Parties
- 3.03 Supplier Not a Partner, Agent or Employee
- 3.04 Non-Exclusive Contract, Work Volumes
- 3.05 Responsibility of Supplier
- 3.06 No Subcontracting or Assignment
- 3.07 Duty to Disclose Change of Control
- 3.08 Conflict of Interest
- 3.09 Contract Binding
- 3.10 Collaborative Purchasing

Article 4 – Performance by Supplier

- 4.01 Commencement of Performance
- 4.02 Deliverables Warranty
- 4.03 Health and Safety
- 4.04 Shipment of Goods
- 4.05 Use and Access Restrictions
- 4.06 Notification by Supplier of Discrepancies
- 4.07 Change Requests
- 4.08 Pricing for Requested Changes
- 4.09 Performance by Specified Individuals Only
- 4.10 Time
- 4.11 Rights & Remedies Not Limited to Contract
- 4.12 Supplier to Comply with the County’s Accessibility Requirements
- 4.13 Human Rights
- 4.14 Performance Evaluation

Article 5 - Payment for Performance and Audit

- 5.01 Payment According to Contract Rates
- 5.02 Hold Back or Set Off
- 5.03 No Expenses or Additional Charges
- 5.04 Payment of Taxes and Duties
- 5.05 Withholding Tax
- 5.06 Interest on Late Payment
- 5.07 Document Retention and Audit
- 5.08 Electronic Funds Transfer

Article 6 – Confidentiality

- 6.01 Confidentiality and Promotion Restrictions
- 6.02 County Confidential Information
- 6.03 Restrictions on Copying
- 6.04 Notice of Breach
- 6.05 Injunctive and Other Relief
- 6.06 Notice and Protective Order
- 6.07 Records and Legislative Compliance
- 6.08 Survival

Article 7 - Intellectual Property

- 7.01 County Intellectual Property
- 7.02 No Use of County Insignia
- 7.03 Ownership of Intellectual Property
- 7.04 Supplier’s Grant of Licence
- 7.05 No Restrictive Material in Deliverables
- 7.06 Third-Party Intellectual Property
- 7.07 Survival

Article 8 - Indemnity and Insurance

- 8.01 Supplier Indemnity
- 8.02 Insurance
- 8.03 Proof of Insurance
- 8.04 Workplace Safety and Insurance

Article 9- Termination, Expiry and Extension

- 9.01 Immediate Termination of Contract
- 9.02 Dispute Resolution by Rectification Notice
- 9.03 Termination on Notice
- 9.04 Supplier’s Obligations on Termination
- 9.05 Supplier’s Payment Upon Termination
- 9.06 Termination in Addition to other Rights
- 9.07 Expiry and Extension of Contract
- 9.08 Evaluation of Performance

ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the County has elected to be closed for business;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Supplier had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the County and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Supplier’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“County Confidential Information” means all information of the County that is of a confidential nature, including all confidential information in the custody or control of the County, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract. For greater certainty, County Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the County, the Supplier or any third-party; (ii) all information (including Personal Information) that the County is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the County or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“County Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Deliverables” means everything developed for or provided to the County in the course of performing under the Contract or agreed to be provided to the County under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Effective Date” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Indemnified Parties” means the County and the County’s officials, directors, officers, agents, employees and volunteers;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the County;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

“Newly Created Intellectual Property” means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Record” means any recorded information, including any Personal Information, in any form: (a) provided by the County to the Supplier, or provided by the Supplier to the County, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Supplier Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Supplier’s Intellectual Property” means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

“Term” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions); and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the County or the Supplier.

ARTICLE 2 – GENERAL TERMS

2.01 **No Indemnities from the County**

Notwithstanding anything else in the Contract, any express or implied reference to the County providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the County beyond the obligation to pay the Rates in respect of Deliverables accepted by the County, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

2.02 **Entire Contract**

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.03 **Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 **Failure to Enforce Not a Waiver**

Any failure by the County to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the County of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

2.05 **Changes by Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.07 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the County Representative and the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN COUNTY AND SUPPLIER

3.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the County under the Contract.

3.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the County or to assume or create any obligation or responsibility, express or implied, on behalf of the County. The Supplier shall not hold itself out as an agent, partner or employee of the County. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the County and the Supplier or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

3.04 Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the County on a non-exclusive basis. The County makes no representation regarding the volume of goods and services required under the Contract. The County reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.05 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

3.06 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the County. Such consent shall be in the sole discretion of the County and subject to the terms and conditions that may be imposed by the County. Without limiting the generality of the conditions which the County may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the County.

3.07 Duty to Disclose Change of Control

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the County and shall comply with any terms and conditions subsequently prescribed by the County resulting from the disclosure.

3.08 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the County without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the County to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the County may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual

or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the County to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of the County. This paragraph shall survive any termination or expiry of the Contract.

3.09 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

3.10 Collaborative Purchasing

Northumberland County is made up of seven Municipalities – the Township of Alnwick/Haldimand, the Municipality of Brighton, the Town of Cobourg, the Township of Cramahe, the Township of Hamilton, the Municipality of Port Hope and the Municipality of Trent Hills. The pricing structures as awarded to the service provider may be provided to our seven Municipalities if they choose to piggyback. The above listed Municipalities are not in any way, committed to participating in any resulting agreement from this RFx. The blanket contract entered into with the County and the service provider is independent of any contract or agreement that any member of the seven Municipalities enters into with the service provider.

ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.01 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from the County.

4.02 Deliverables Warranty

The Supplier hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the County, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the County in a rectification notice.

4.03 Health and Safety

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Supplier's obligations under the Contract. The Supplier shall provide the County with evidence of the Supplier's compliance with this section upon request by the County.

4.04 Shipment of Goods

To the extent that the Deliverables include the shipment of goods to the County, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the County's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the County, unless specifically agreed by the County in writing. The

Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the County. Receipt of the Deliverables at the County's location does not constitute acceptance of the Deliverables by the County. The Deliverables are subject to the County's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the County, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the County in a rectification notice.

4.05 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the County, any access to or use of the County property, technology or information that is not necessary for the performance of its contractual obligations with the County is strictly prohibited. The Supplier further acknowledges that the County may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

4.06 Notification by Supplier of Discrepancies

During the Term, the Supplier shall advise the County promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.07 Change Requests

The County may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable County change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the County and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.08 Pricing for Requested Changes

Where a County change request includes an increase in the scope of the previously contemplated Deliverables, the County shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the County and the Supplier within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.09 Performance by Specified Individuals Only

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the

Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the County, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.10 Time

Time is of the essence of the Contract.

4.11 Rights and Remedies Not Limited to Contract

The express rights and remedies of the County and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the County or any other obligations of the Supplier at law or in equity.

4.12 Supplier to Comply with the County's Accessibility Requirements

The Supplier covenants and agrees to ensure that the Deliverables provided hereunder are consistent with the *Ontario Human Rights Code* ("OHRC"), the *Ontarians Disabilities Act, 2001* ("ODA") and the *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA") and their respective regulations in order to achieve accessibility for Ontarians with disabilities. Without limiting the generality of the foregoing, the Supplier covenants and agrees to comply with the County's accessibility standards, policies, practices and procedures, as same may be in effect during the term of the Agreement, and apply to the Deliverables to be provided hereunder by the Supplier.

All documents/materials produced by the Supplier that are intended for distribution to County Council or the public must be supplied to the County in an accessible format that complies with WCAG 2.0 Level AA and County accessibility requirements; or

If the Supplier cannot meet these requirements, the documents/materials will be remediated by an external accessibility specialist at the cost of the Supplier.

4.13 Human Rights

The County is committed to hosting a work environment in which everyone is treated with respect, and no one is subject to discrimination. This commitment stems from the County's own philosophy and the County's obligations under the Ontario Human Rights Code. During the term of the Contract, the Supplier shall ensure that its employees and subcontractors behave in a manner that is appropriate, respectful, and consistent with the provisions of the Ontario Human Rights Code.

Any breach of the Ontario Human Rights Code by the Supplier, its employees or subcontractor will result in the removal of that person or persons from the County's premises. In addition, the breach of these conditions by the Supplier, its employees and subcontractors could result in the termination of the Contract and/or the barring of the Supplier and its subcontractors from entering into subsequent contracts with the County.

4.14 Performance Evaluation

All contracts are subject to performance evaluations as outlined in the County's Vendor Performance Evaluation Procedure and Supplier Bid Barring Protocol. For more information please click on the links provided below:

[Supplier Barring Protocol](#)

[Vendor Performance Evaluation Procedure](#)

The Supplier hereby agrees to the terms of the performance evaluation process as set out and shall adhere, both during and after the term of the Contract, as applicable.

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 Payment According to Contract Rates

The County shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

5.02 Hold Back or Set Off

The County may hold back payment or set off against payment if, in the opinion of the County acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

5.03 No Expenses or Additional Charges

There shall be no other charges payable by the County under the Contract to the Supplier other than the Rates established under the Contract.

5.04 Payment of Taxes and Duties

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

5.05 Withholding Tax

The County shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 Interest on Late Payment

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Supplier shall permit and assist the County in conducting audits of the operations of the Supplier to verify (a) and (b) above. The County shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

5.08 Electronic Funds Transfer

Northumberland County has moved to an electronic payment process. All payments will be made via Electronic Funds Transfer (EFT) directly into the awarded bidder's preferred bank account. The Successful bidder shall complete an EFT Form after notification of contract award.

ARTICLE 6 – CONFIDENTIALITY

6.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the County. The County may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the County without the prior written consent of the County. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the County.

6.02 County Confidential Information

During and following the Term, the Supplier shall: (a) keep all County Confidential Information confidential and secure; (b) limit the disclosure of County Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any County Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the County and (ii) in respect of any County Confidential Information about any third-party, the written consent of such third-party; (d) provide County Confidential Information to the County on demand; and (e) return all County Confidential Information to the County on or before the expiry or termination of the Contract, with no copy or portion kept by the Supplier.

6.03 Restrictions on Copying

The Supplier shall not copy any County Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

6.04 Notice of Breach

The Supplier shall notify the County promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of County Confidential Information.

6.05 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the County or to any third-party to whom the County owes a duty of confidence, and that the injury to the County or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the County is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.06 Notice and Protective Order

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any County Confidential Information, the Supplier will provide the County with prompt notice to that effect in order to allow the County to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the County and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of County Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the County) that such County Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such County Confidential Information subject to those terms and conditions.

6.07 Records and Legislative Compliance

The Supplier and the County acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the County within seven (7) calendar days of being directed to do so by the County for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the County determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the County; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a County representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the County would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the County may be disclosed by the County where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 County Intellectual Property

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images

and data) provided by the County to the Supplier shall remain the sole property of the County at all times.

7.02 No Use of the County Insignia

The Supplier shall not use any insignia or logo of the County except where required to provide the Deliverables, and only if it has received the prior written permission of the County to do so.

7.03 Ownership of Intellectual Property

The County shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the County and the County accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the County all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the County a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the County.

7.04 Supplier's Grant of License

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the County a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the County.

7.05 No Restrictive Material in Deliverables

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the County to modify, further develop or otherwise use the Deliverables in any way that the County deems necessary, or that would prevent the County from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

7.06 Third-Party Intellectual Property

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 Supplier Indemnity

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings,

(collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the County, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 Insurance

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$5,000,000** per occurrence and including products and completed operations liability. The policy is to include the following:
- the County as an additional named insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
 - contractual liability coverage
 - cross-liability and severability of interests clause
 - 30 day written notice of cancellation, termination or material change
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles
- (b) Automobile liability insurance coverage and policy limits covering owned, non-owned and rented automotive equipment providing at least two million dollars (\$5,000,000.00) coverage for injury, death or property damage resulting from each occurrence.

8.03 Proof of Insurance

The Supplier shall provide the County with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Supplier shall provide the County with renewal replacements on or before the expiry of any such insurance. Upon the request of the County, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the County and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

8.04 **Workplace Safety and Insurance**

The Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the County upon request. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Supplier further agrees to indemnify the County for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Supplier's failure to comply with any applicable workplace safety and insurance laws or related to the Supplier's status with any workplace safety and insurance board or body.

ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION

9.01 **Immediate Termination of Contract**

The County may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality); (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between County and Supplier); (d) the Supplier, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the County; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the County; or (g) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 **Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the County may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the County. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the County may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the County to immediately terminate the Contract.

9.03 **Termination on Notice**

The County reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

9.04 **Supplier's Obligations on Termination**

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of the County, provide the County with any completed or partially completed Deliverables; (b) provide the County with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other

information requested by the County pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the County to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the County, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 Supplier's Payment Upon Termination

On termination of the Contract, the County shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the County may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.06 Termination in Addition to Other Rights

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the County under the Contract, at law or in equity.

9.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the County exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract. The option shall be exercisable by the County giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 Evaluation of Performance

The Supplier will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Supplier fails to perform its obligations under the Contract, the County may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities.

APPENDIX B – SUBMISSION FORM

Proponents should refer to the instructions attached to the solicitation for the Appendix B – Submission Form requirements and provide that information in accordance with the instructions provided in the bidding system.

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APPENDIX C – PRICING FORM

1. Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 25 points of the total score.

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APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Social Media

- Skillfully build and execute a social media strategy through competitive research, platform determination, benchmarking, and messaging and audience identification. Define goals, success criteria and deliverables that support the social media effort and Northumberland Tourism's marketing goals.
- Demonstrate ability to become familiar with the brand and as a result, be able to recommend appropriate strategies to increase key performance metrics.
- Generate, edit, publish and share weekly content (images, video, original text) that builds meaningful connections and encourages community members to take action.
- Provide a minimum of 4 posts per week, duplicated on each platform (Facebook, Instagram, Twitter). All Instagram posts to be shared to Instagram Stories. Additional posts as vendor feels are required. Appropriately supplement with images and/or video.
- Excellent communication skills and ability to edit video and digital images.
- Set up and optimize tourism pages within social media platforms to increase the visibility of Northumberland Tourism's social content.
- Knowledge of conversion rate optimization (CRO) e.g. search engine optimization (SEO).
- Develop social media and keyword advertising campaign strategies, monitoring metrics and adjusting campaigns as required to most effectively reach target markets and achieve call-to-action goals.
- Moderate all user-generated content in line with the moderation policy for each platform.
- Respond to social media inquiries and consumer feedback received on the Northumberland branded channels, answering questions and inquiries via the private message within 24-48 hours.
- Create editorial/posting calendars and schedules for Northumberland Tourism social media platforms.
- Continuously improve by capturing and analyzing the appropriate social data/metrics, insights, and best practices, and then acting on the information.
- Monitor and report monthly on established key performance indicators (KPIs) for key social media activities eg Facebook, Twitter, Instagram, and YouTube. Provide recommendations on how performance can be improved.
- Increase engagement with communities of interest, encouraging them to broadcast on Northumberland Tourism branded channels.
- Tag relevant tourism and travel organizations and partners; use relevant hashtags; tag relevant locations.
- Respond to Northumberland Tourism's staff issues or concerns within 48 hours (2 business days).
- Manage Northumberland Tourism YouTube channel including uploading provided content, managing descriptions and keywords as well as tracking all analytics on video performance.
- Adhere to Northumberland County's Social Media Policy.

The Successful Proponent will provide a proposed strategy with target goals for each campaign or season, includes organic social media management and digital advertising for the fiscal year. The specialist will implement the strategy and their responsibilities and deliverables include:

Social Media Management

- Scheduling and writing unique posts, 4 times, weekly: Facebook, Twitter, Instagram, include tourism department and sourced digital images with links back to relevant pages on tourism website when appropriate. All Instagram posts to be shared to Instagram stories.
- Social media programming strategy to be flexible based on new services and changes to the algorithm made by social media platforms. For example, when new video options (ie, Reels) are available, the social media team will strategize to determine whether these posts should be added to the strategy. Manage LinkTree (or similar) monthly at minimum or as needs arise allowing for multiple links on Instagram. Weekly community engagement, responding to feedback on social media platform including those from social media advertising.
- Interact on other social media pages
- Weekly review of social media performance
- Monitor trending topics, engage with communities of interests, use of appropriate hashtags
- Moderate/monitor YouTube
- All communication with the public on social media to follow communication guidelines and social media policies provided by Northumberland County Communications department.

Digital Advertising

- Formulate strategies and implement campaign initiatives using advertising channels eg Facebook, Google and Instagram which drive viewers to relevant webpages/weblogs, includes selection of images from the department's digital image library. Weekly review and optimization.
- Monthly reporting with KPIs and a minimum of 4 meetings (quarter season) with Northumberland Tourism staff, providing reports on activity and return on investment, a review of tourism department's website analytics, advise on recommendations on improving target goals, next steps and follow-up implementation.
- Must be a team player and work collaboratively with other Northumberland County contracted creative/marketing service providers.

B. MATERIAL DISCLOSURES

Term of Agreement

The term of the agreement is to be for a period of 1 year, with an option in favour of the County to extend the agreement on the same terms and conditions for an additional term of up to four (4) one (1) year renewals.

For the optional renewal periods, the hourly rates as bid by the proponent may be adjusted in accordance with the annual rate of change in Consumer Price Index (CPI), for all items, Ontario, using the current month at time of renewal as the adjustment month. The adjusted prices shall remain firm for the entire optional renewal period. Any adjustments shall have a maximum ceiling of 5% in any given year. Such extension will be subject to satisfactory performance evaluations and necessary approvals required and shall be at the sole discretion of the County.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Other Mandatory Submission Requirements

Proposal Submission

Each submission should include a pdf file of the proposal document that includes all information related to the proponent's technical submission and all responses to the rated criteria requirements. Do not include any pricing in this document.

D. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFP, if any, are set out below.

N/A

E. PRE-CONDITIONS OF AWARD

Certificate of Insurance

A valid Certificate of Insurance naming the County of Northumberland as an additional insured for the coverage and amounts outlined in Appendix A – Form of Agreement.

WSIB

A Valid Workplace Safety and Insurance Board Clearance Certificate, as outlined in Appendix A – Form of Agreement.

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. **Proponents who do not meet a minimum threshold score for a category or who do not receive an overall score of 75% of available points for rated criteria will not proceed to the next stage of the evaluation process.**

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Experience and Qualifications	15	
ii. Project Proposal	30	
iii. Project Management	15	

iv. ROI Reporting	15	
Must achieve 75% or 56/75 points	75	75%
Stage III		
Pricing (See Appendix C for details)	25	
Total Points	100	

Each proponent should submit a proposal describing its approach to the project described in this RFP in sufficient detail to allow the County to effectively consider the proposal.

This proposal should include, at a minimum, the following:

i. Experience and Qualifications

Proponents should have excellent consultation skills and written communication skills, ability to edit video and enhance digital images, and a strong ability to use current technologies and pursue strategies that go beyond the traditional social media outreach.

Each proponent should provide the following in its proposal:

- a brief description of the proponent, Company background and history, and years of experience;
- a description of its knowledge, skills and experience relevant to the Deliverables, providing example(s) of relevant work i.e. social media campaign and ROI as a result of implementation;
- a list of clients and similar projects;
- the roles and responsibilities of the proponent and any of team members who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant expertise.
- proven use of current technologies and ability to edit video and enhance digital images.

ii. Project Proposal

Each proponent should provide a proposal detailing how they will meet the requirements identified in the “Deliverables” section of the RFP including, but not limited to:

- executing a social media strategy;
- moderating user-generated content;
- increasing social engagement;
- content creation which will include images and video;
- keyword advertising and optimizing tourism webpages;
- monitoring and adjusting campaigns based on metrics in order to achieve targets;
- customer service oriented.

iii. Project Management

Each proponent should submit a work plan/implementation schedule that includes hours of work per week that are in line with the requirements, scheduling of postings per platform, responding

to inquiries, familiarizing themselves with the tourism marketing direction and tourism products/assets, scheduled consultations and meetings with County staff, responding in a timely fashion, and working collaboratively with other contracted creative/marketing proponents if needed.

iv. ROI Reporting

Each proponent should provide a sample of ROI reporting on social media effort and what key performance indicators will be measured, frequency of reporting, define goals, ex. X% increase in engagement by 6 months.

Presentation

The three (3) proponents with the highest preliminary total scores will be invited to provide a presentation to the County. The presentation will be evaluated based on the same non-price rated criteria as in Stage II and may result in an adjustment to the preliminary rated criteria score from Stage II.

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21-35 - Request for Proposals for Northumberland Tourism Social Media Specialist

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Schedule of Prices

Pricing Schedule for Social Media Specialist

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.

Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the County, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Price will be evaluated based on the lowest total bid amount, including HST.

Description	Monthly Price *	Number of Months	Total Annual Price
Northumberland Tourism Social Media Specialist		12	
Subtotal:			

Summary Table

Bid Form	Amount
Pricing Schedule for Social Media Specialist	
HST (13%)	\$ 0.00
Total Bid Amount incl. HST:	

Specifications

Proponent Information

Line Item	Description	Response
1	Full Legal Name of Proponent:	
2	Any Other Relevant Name under which Proponent Carries on Business:	
3	Street Address:	
4	City	
5	Province/State	
6	Postal Code/Zip code	
7	Phone Number:	
8	Fax Number:	
9	Company Website (if any):	
10	Proponent Contact Name:	
11	Proponent Contact Title:	
12	Proponent Contact Phone:	
13	Proponent Contact Fax:	
14	Proponent Contact Email:	

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and

viewed by the Owner. If the attached file(s) cannot be opened or viewed, your submission may be rejected.

Upload a pdf file of the proposal document that includes all information related to the proponent's technical submission and all responses to the rated criteria requirements. **Do not include any pricing in this document.**

- Proposal Submission * (mandatory)

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Appendix B Submission Forms

1. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the County and the proponent unless and until the County and the proponent execute a written agreement for the Deliverables.

2. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

3. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

4. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the County prior to the Deadline for Issuing Addenda.

5. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

6. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the County to the advisers retained by the County to advise or assist with the RFP process, including with respect to the evaluation of the proposal.

I have the authority to bind the organization.

You must declare all potential Conflicts of Interest, as defined in the Conflict of Interest terms in the solicitation document. This includes disclosing the names and all pertinent details of all individuals (employees, advisors, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the County of Northumberland within twelve (12) months prior to the Submission Deadline.

By selecting "no" in the box below, you will be deemed to declare that (a) there was no Conflict of Interest in preparing your submission and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Otherwise, if the statement below applies, check the "yes" button.

- You declare that there is an actual or potential Conflict of Interest relating to the preparation of your submission, and/or you foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

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Yes No

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

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