



# **The Town of Iroquois Falls Corporate Branding Strategy**

Request for Proposals

RFP# 2019-03-ED

Issued: April 18, 2019

Closing Date: May 15, 2019

Closing Time: 3:00 PM EST

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## Definitions

- a) **"Agreement"** means a legal document that binds the Corporation of the Town of Iroquois Falls and the successful proponent to carry-out a project.
- b) **"Authorized Agent"** is a representative of the Proponent who has the authority to enter into an Agreement on behalf of the Proponent to carry-out a project.
- c) **"Award"** is the acceptance of a Proposal in accordance with this Request for Proposal (RFP).
- d) **"Proposal"** is a written offer, received from a person/company in response to an invitation to provide goods and/or services based on a Request for Proposal and the corresponding Terms of Reference.
- e) **"Proponent"** is a Person/Company who submits a Proposal.
- f) **"Budget"** refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Town on various operating expenses or capital projects.
- g) **"Change Order"** A written order issued from the Town which changes the scope or specifications of any project.
- h) **"Town"** means The Corporation of the Town of Iroquois Falls.
- i) **"Consultant"** means the provider of a service who, by virtue of professional expertise or service is contracted by the Town to carry-out a project.
- j) **"Contract"** means a formal legal Agreement, in writing, between the Town and a person or company to carry-out the project requested by the Town in its Request for Proposal.
- k) **"Goods and/or Services"** includes supplies, design, printed publications, equipment, property insurance, maintenance, professional and consulting services and service contracts not otherwise provided for.
- l) **"Discretionary"** refers to a requirement that the Town would find valuable and consider desirable for the project being proposed. Instructions and specifications that are requested by the words "should" and/or "may" are "discretionary" and should be responded to in the proposal indicating they are or are not part of the proposal.
- m) **"Insurance Certificate"** a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the Proponent is insured in accordance with the Town 's requirements.
- n) **"Mandatory"** refers to a specification or requirement that the Proponent must include in their Proposal and be capable of performing if they are the awarded the contract to carry-out the project. Instructions and specifications that are requested by the words "shall" and/or "will" indicate the requirement is "mandatory".
- o) **"Project"** refers to the work, goods and/or service requirements of the Request for Proposal.
- p) **"Service Provider"** is the person/company known as the "Consultant " that has been successful in an award of the Proposal and thereby agrees to carry-out the project under the terms of the Request for Proposal.

## Invitation

The Town of Iroquois Falls, is seeking a Proponent to provide a suite of branding services to develop a brand concept for the Town as an up and coming location for businesses, visitors, tourists and residents. The key target audiences for this new brand should include potential business start-ups, relocations, and expansions as well as existing businesses, residents, visitors, tourists and the public. The successful Proponent will work in coordination with the Town of Iroquois Falls Economic Development Department. The Town of Iroquois Falls primary focus is creating a unique, home grown brand message for Iroquois Falls that empowers the community to be a focal point for economic and community development.

## Background

Iroquois Falls is a Town (2016 StatsCan 4,537) in the Cochrane District of Northeastern Ontario, Canada, located on the Abitibi River. It is fully encompassed by the beauty of its vast forests, spectacular hills and farmlands and once was home to what was referred to as the largest pulp and paper mill in the world. Iroquois Falls, also known as the “The Garden Town of the North”, offers something for everyone; the perfect blend of opportunities to raise a family, launch a business or enjoy retirement. It has numerous conveniences of a larger (City) centre with a rural feel. The community is situated midway between Cochrane and Matheson with easy access in either north-south direction via the TransCanada Highway 11. West via Highway 101, it is 45 minutes drive to Timmins and 90 minutes east to the Quebec border.

The Town is known for its abundant outdoor activities such as fishing, hunting and hiking but also has a first-class recreational complex fully equipped with swimming pool, therapeutic hot tub, fitness and aerobics rooms, squash, a weight room, walking track and an indoor ice surface. There is literally something for every sports enthusiast in Iroquois Falls; an in-town golf course, curling leagues, hiking trails, canoeing, cross-country skiing, snowshoeing and numerous recreation parks.

Iroquois Falls is well connected to other communities by the TransCanada Highway, which helps to support the solid economic base to and from the community. It also has a state-of-the-art broadband wireless network to provide fast, reliable connections to virtually anywhere in the world allowing businesses to serve a wider market. Conveniently located nearby, is a full service, regional airport offering a 4000 foot runway, and a fully modern local hospital, which has 24hr ambulatory and emergency services, acute care services, specialty clinics and telemedicine.

Iroquois Falls offers many opportunities and incentives to launch a new business or to relocate an existing one. Tax rates, registration fees and land costs are low, and the resource base is rich. The Town is working with the private sector in a major revitalization initiative to entice new development and activity in the Town. Housing is very affordable, and the community offers businesses and families a quality lifestyle that blends a progressive outlook with practical and accessible work and recreational opportunities. The solid regional economic base of the agricultural, tourism, forestry, mining and health care sectors provide a strong foundation for diverse business opportunities including innovative partnerships with neighbouring First Nation communities.

With a multi-skilled motivated labour force, a transportation hub conveniently located with the TransCanada Highway as its axis, through town rail facility easing the access to global markets, proximity to a multitude of goods and services, favourable taxes and low land costs, natural gas and up to 230 kv power infrastructure, Iroquois Falls is an ideal location to set up business.

## Purpose & Project Objectives

The purpose of this Request for Proposals (“RFP”) is to solicit the best overall proposal for the provision of consulting services for the development of a brand identity, including a logo and visual identity guide, and a brand implementation/marketing strategy for the Town of Iroquois Falls. Iroquois Falls currently has an out-dated logo and tag line that do not reflect the community today as progressive nor “open for business”. The Town of Iroquois Falls has identified economic development as a strategic priority, which requires a brand strategy that will support marketing initiatives and business investment campaigns. Additionally, there is a growing demand for improved communication and engagement with residents, businesses, visitors, tourists and community stakeholders, so an implementation strategy will be required to accompany the brand.

The brand strategy and visual identity guide need to reflect both the contemporary Iroquois Falls and the local government as an organization. The implementation strategy must provide guidance on how to make best use of the brand, where to market and to whom, while recognizing that the Town of Iroquois Falls has limited financial resources, therefore promotional activities and advertising must demonstrate a high return on investment. The Town of Iroquois Falls has identified the following objectives for this project:

- **Conduct consultations and execute deliverables:**
  - Consultations to determine what the key Iroquois Falls strengths and features are by engaging Council members, the Branding Strategy Steering Committee (BSSC), focus groups, business visits, stakeholders
  - Preparation, development and submission of draft brand strategies to achieve objectives for implementation in a staged action plan for review by the BSSC and approval of Council
  - Production and submission of a Final Draft Report and presentation to the BSSC for review and input
  - Production and submission and in-person presentation of the *Town of Iroquois Falls Corporate Branding Strategy* (Final Report) to Council for approval
- Design and create a concept that uniquely brands the Town of Iroquois Falls producing graphic images for use in various publications and marketing pieces produced by the Town
- Design and create a logo and tag line to be used as part of the brand visuals
  - Create custom banner designs; develop various marketing pieces such as (but not limited to) logo elements, letterhead, business cards, vehicle decals, marketing brochures & materials, etc.
- Creative input for various marketing pieces, which could include:
  - Obtaining and/or selecting photographs to be used in promotional materials and activities
  - Creation of formats and design concepts for e-communications and interactive

- initiatives, including social media, mobile media and other app/web-based platforms
  - Development of content that could be easily updated and manipulated by Town of Iroquois Falls staff as needed without the need for additional services
- A copyright release granting full ownership of all materials produced shall be provided. All photography/design elements shall be provided in a digital format. All materials, photography and design elements shall be designed and produced to be adaptable across multiple platforms and size specifications. A resource flash drive shall be provided in a variety of file formats of all deliverables.
  - All file formats produced must in an acceptable size and quality for use across multiple forms of media (digital, mobile, web, print etc.).
- Meet with staff as needed to discuss ongoing branding efforts

In addition, the successful proponent may be asked to provide additional services not listed above, as they relate to marketing and/or branding.

### Project Roadmap

Explain the intended approach, execution and deliverables for each stage of this project, including a timeframe for each stage. Additionally, indicate what steps the Proponent believes may be missing from the branding process.

#### Stage 1: Intelligence and Informed Understanding

- How will the Proponent use the Town of Iroquois Falls Economic Development Strategic Plan (2017) as a basis for the new brand? Specifically, the mission and vision statements therein?
- How will the Proponent include the following groups in the research stage? What groups are missing? (Mayor and Council, Branding Strategy Steering Committee, Staff, Citizens, Business Owners, Civic Organizations, Volunteer Based Organizations, Hotels/Motels, Cultural Organizations, etc.)
- How will and how often will the Proponent engage the groups involved?
  - Branding Strategy Steering Committee, Focus groups, Surveys, One-on-one meetings, "Town Hall" public meetings, Combination of all or some?
- What information should be included as part of the research phase? (Strategic Plan, Official Plan, a list of community assets, etc.)
- How will the Proponent use the research to identify our unique value proposition? What makes us special? Why do people want to live here, do business here and visit here?

#### Stage 2: Branding Workshop

- Based on the research, what do people see Iroquois Falls as being? What should our key messages be?
- Who are our target audiences?
- Who is our competition and how are we competing?
- How do we create an emotional bond with all those engaged with our community? How do we attract visitors and investors to our community?
- What makes Iroquois Falls attractive to those that decide to visit (i.e. what are their reasons for visiting)?



- How do we attract and retain permanent residents to our community?

#### Stage 3: Design and Creation of Brand Visuals and Identity

- Creation of a logo, including colour palette and universal graphic design guidelines
  - Visual Identity Guide
- Positioning statement (tag line) creation
- How do we implement the brand into all we do (printed materials, online presence, etc.)?
- How do we "live the brand?" (Including brand launch, updating all printed materials, signage throughout the Town, etc.)

#### Stage 4: External/Internal Marketing Implementation Guidelines

- The Proponent will provide recommendations for marketing the new brand via various strategies, including but not limited to public relations activities, marketing strategies, online/social media strategies, advertising, collateral materials, etc. for the Town of Iroquois Falls' budgeting purposes
- Who do we target first and then subsequently? Answer the 5 W's - who, what, when, where, why? And then how?
- How do we educate staff, council, committees, and volunteers about living the brand?
  - How do we establish the new brand culture and inspire these internal audiences to embrace it?

Lastly, please explain the support that will be required by the Town of Iroquois Falls staff and its facilities. For example: Council has directed staff to assemble a Branding Strategy Steering Committee from our current Economic Development and Tourism Committee. Do we prepare the room(s) for public consultations? Will the Proponent seek meeting space elsewhere? Etc.

## Proponent Instructions

### Communications

All communications regarding this RFP should be in writing and directed to:

Town of Iroquois Falls  
 Attn: Bill Greenway,  
 Economic Development Officer  
 253 Main Street, P.O. Box 230 Iroquois Falls, ON P0K 1G0  
 705-232-5700 ext 241  
[ecdev@iroquoisfalls.com](mailto:ecdev@iroquoisfalls.com)

Answers to questions and clarifications may be released in the form of an addendum should the Town determine the information is relevant to all Proponents. Questions may be submitted until May 1, 2019. The Town will not be under any obligation to answer questions submitted thereafter. Responses will be provided by May 8, 2019.

No verbal arrangement or agreement, relating to the work required under this project specified or requested under this RFP will be considered binding and every notice, advice or other communications pertaining to it, must be in writing.

## Addenda

The Town hereby reserves the right in its sole discretion to amend this Request for Proposal any time prior to the closing date and time. Proponents are advised that any changes to the Proposal shall only be done by formal written addendum issued by the Town.

Proponents may be requested to confirm receipt of each addendum. It is each Proponent's ultimate responsibility to ensure all addenda have been received prior to submission of their Proposal or, in any event, prior to the close of Request for Proposal, as Proposals cannot be amended or withdrawn following the closing time, for any reason.

## Cost of Proposal

All costs directly or indirectly incurred by the Proponent in responding to this Request for Proposal shall be at the sole cost of the Proponent.

## Submission of Proposal

Sealed Proposal packages shall be submitted at or before the closing date and time: May 15, 2019, at 3:00 P.M.(EST).

The Sealed Proposal submission package should be clearly addressed to:

Branding Strategy RFP  
Town of Iroquois Falls  
Attn: Bill Greenway, Economic Development Officer  
253 Main Street, P.O. Box 230  
Iroquois Falls, ON P0K 1G0

Sealed envelopes shall be clearly marked with the Proposal name and the name of the Proponent. Provide return address and contact information on the outside of the submission package. Facsimile and electronically mailed Proposals will not be accepted, acknowledged or returned.

Proponents are solely responsible for ensuring their Proposal is received on time and at the proper location. Proposals received after the closing date and time shall not be accepted or considered and shall be returned to the Proponent unopened. Proposals shall be irrevocable for any reason for a period of not less than ninety (90) calendar days following the closing date.

## Proposal Submission Package

The Proposal submission package shall contain two (2) un-bound original, three (3) copies and one (1) electronic USB version of the Proposal. The package must include the signed Proposal sheet and any forms provided in the Request for Proposal document to be completed by the Proponent.

## Emergency Town Hall Closure at Proposal Submission Time

In the event an emergency, labour disruption or inclement weather forces the closure of the Town Hall at the time the Proposals become due, the date and time will be extended to the next business day after the original closing date and time or to such later date as the Town may decide but not for a period longer than thirty (30) calendar days.

## Municipal Freedom of Information and Protection & Privacy Act

The Town is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection and Privacy Act, as amended. Any Proponent who requires that the information in its Proposal be kept confidential must explicitly advise the Town of that fact.

## Electronic Information

As a convenience to Proponents, the Town will receive enquiries via electronic mail. However, by emailing enquiries, Proponents agree to waive all rights of confidentiality in their transmission and shall assume all risks of such methods of communication.

## Information Release to Proponents

The number of Proposals received, and the names of Proponents are confidential and shall not be divulged prior to the closing date and time.

## Request to Withdraw a Proposal Submission

Requests for withdrawal of a Proposal shall be allowed if the request is made before the closing time. Requests must be directed to the Economic Development Officer by letter or in person, by the Proponent, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal for the same project.

## Proposals Returned Unopened

Proposals received after the closing time shall be noted and returned unopened to the Proponent, as soon as possible. If a late Proposal is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The cover letter will advise why the envelope could not be returned unopened.

# Terms and Conditions of Request for Proposal

Each Proponent, by submitting a Proposal, represents that the Proponent has carefully read, understands and accepts the terms and conditions and specifications of the Request for Proposal in full.

## Proposal Requirements

Proponents are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) The Acknowledgement of Documents Received form (below) must be signed in the space(s) provide on the form, with the authorized signature of the Proponent or of a designated official of the organization. If a joint Proposal is submitted, it must be signed on behalf of each of the Proponents and if the signing authority for both Proponents is vested in one (1) individual, he/she shall sign separately on behalf of each Proponent. In the case of an incorporated company, the corporate seal must be affixed to the Proposal forms.
- b) All Proposals shall be legible and conform to requirements described in "Purpose and Project Objectives". Proposals should not exceed ten (10) pages in length. The submission package shall contain the number of packages outlined in "Proposal Submission Package".

- c) Prices must be in figures and in Canadian Dollars and including all tariffs, freight and taxes unless otherwise stipulated.
- d) Adjustments by telephone, and fax, e-mail or letter to a Proposal already submitted will not be considered. A Proponent desiring to make adjustments to a Proposal must withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing time.

### Proponent's Obligation to Examine

While the Town has made every effort to ensure the accuracy of the information provided in this document and otherwise to the Proponent, the Proponent shall not make any claim against the Town for damages or extra work caused or occasioned by the Proponent relying upon such records, reports, or information whether as a whole or in part, furnished by the Town or a council member or an employee of the Town.

### Omissions, Discrepancies, Clarifications and Addenda

Considerable effort has been made to ensure an accurate representation of information in this document. The information is not guaranteed or warranted to be accurate by the Town nor is it necessarily comprehensive or exhaustive. Nothing in the Request for Proposal is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

Should a Proponent find omissions from, or discrepancies in, any of the Request for Proposal documents, or should he/she be in doubt as to the meaning of any part of those documents, it will be the Proponent's responsibility to immediately notify the Town in writing.

If the Town considers that a correction, explanation or interpretation is necessary or desirable, the Town will issue a written addendum and circulate to Proponents who have been provided a copy of the RFP. The Town has reserved the right to clarify any proposal during the evaluation process and shall not be bound to do so and Proponents should not assume they will have any further opportunity to clarify their proposal following the closing date and time.

### Allocation of Risk

The Town shall not be responsible for any liabilities, costs, expenses, loss or damage incurred sustained or suffered by any Proponent by reason of non-acceptance by the Town of any Proposal submission or by reason of any delay in its acceptance.

### Conflict of Interest

Failure by a Proponent to declare any potential conflict of interest shall be grounds for the Town to terminate any Contract formed without liability and for cause.

### Gratuities

Proponents shall certify that no council member or Town employee has benefited or will benefit financially or materially from the award of the contract. Any contract may be terminated by the Town if it is determined that gratuities of any kind were either offered to or received by any member of council or Town employee.

## Governing Law

The laws of the Province of Ontario shall apply to this Request for Proposal and any contract formed as a result of this Request for Proposal and the Courts of Ontario shall have exclusive jurisdiction over any contract formed as a result of this Request for Proposal.

All Proponents and Proposals must comply with any law, including all legislation and regulations, which may be applicable to this project.

## Non-exclusive

Any contract awarded as a result of this Proposal shall be non-exclusive and the Proponent acknowledges that the Town may in its sole discretion contract with others for the same or similar service during the term of any contract formed as a result of this Request for Proposal.

## Compliance with Laws

Any Proponent is required to ensure compliance to and with any and all applicable laws and statutes. Failure to do so will result in the immediate cessation of business with the Town and the appropriate authorities will be notified.

## Subcontracting and Assignments

Proponents should note that, unless otherwise agreed, the Town will assume that the employees or agents of the Proponent will be performing all services required by this RFP and any subsequent contract, which may be entered into by Town. Any subcontracting or assignment in whole or in part by the selected Proponent must be approved by Town in advance.

Therefore, in the event a Proponent wishes to subcontract any portion of the work, which is the subject matter of this RFP, the Proponent shall list the name and contact person of the proposed subcontractor together with that portion of the work that the proposed subcontractor is to do in their proposal.

## Joint Proposals

In the event two or more persons, Proponents, companies or other organizations wish to submit a joint or consortium proposal pursuant to this RFP, the proposal shall identify a single prime Proponent who will be responsible for overall project management and successful completion of the Project.

Such prime Proponent shall provide a single point of contact and single billing point and shall for all intents and purposes be treated as the selected Proponent under the contract. The Town shall not be liable for payment to any of the selected Proponent's partners, subcontractors, employees, agents or Consultants in the event the selected Proponent defaults on its responsibilities.

## Irregularities

The Town reserves the right in its sole discretion to:

- a) Waive irregularities and/or minor non-compliance by any Proponent with the requirements of this RFP;
- b) Request clarification and/or further information from one or more Proponents after closing without becoming obligated to offer the same opportunity to all Proponents;
- c) Enter into contract discussions with one or more proponents; and

- d) To award to more than one Proponent if it is in the Town's best interest to do so.

### Confidentiality of Information

Information pertaining to the Town obtained by the proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the Town.

The Town shall declare and mark certain information about the Corporation to be received by the Proponent as "Confidential". The Proponent must not disclose such "Confidential" information to any third parties unless authorized to do so in advance and in writing by the Town.

The Proponent and the Town agree that the reciprocal obligations of confidentiality will survive the termination of any contract that might arise between the parties.

All Proponents are advised that The Town of Iroquois Falls is subject to interprovincial trade agreements, which may result in disclosure of information.

### Mathematical Errors

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total Proposal prices and words shall govern over numbers.

### Right to Accept or Reject Proposals

The Town of Iroquois Falls reserves the right to accept or reject all or part of any submission or to rescind this Request for Proposal at any time at no cost to the Town.

## Work Program, Schedule & Financial Considerations

Proposals must contain an itemized cost estimate to achieve each milestone within the Proponent's recommended approach, including consulting fees (hourly and per diem rates for each member of the team), miscellaneous expenses, disbursements and HST. Every Proposal must contain a total cost;

Proposals must contain a detailed schedule or work plan and timelines that are categorized by milestones (completion of major tasks);

The Proponent will prepare progress reports for the Town for each milestone in the approved work plan, including a breakdown of costs at each milestone.

### Proponent Study team

- The Proposal should include a brief history of the Proponent's Consulting Proponent or and subcontracting Proponents where applicable;
- The proposal must contain information of consulting staff that will perform the work, including qualifications and previous experience;
- Project lead must be clearly identified with qualifications and previous experience.

### References and Experience

Proponents are required to provide as part of their proposal the names, dates worked and contact numbers of at least three (3) organizations, including most recent, who can certify the Proponent's ability to perform similar work. Proponents are required to include a minimum of three (3) references and contact information including names, addresses and telephone numbers.

## Acknowledgement

All Proponents shall complete the Acknowledgement document and submit it as part of the Deliverables.

All progress reports are to be provided in a PDF version to the Town of Iroquois Falls.

## Additional Information for Proponents

The Proposal should include, in addition to the information requested in this RFP, any additional information that illustrates the Proponent's experience, expertise or special insights into branding and marketing.

All printing of the Proposal is the responsibility of the Proponent. The Proponent/Consultant will report to the Economic Development Officer.

## Timelines of the Project

The contract is anticipated to commence in July 2019.

# Evaluation of RFP & Selection of Proponent

## Evaluation of Process and Criteria

Criteria	Value
Experience on Similar Projects and Past Performance; demonstrated experience and ability to complete a project of this scope, related experience and successful completion of similar projects, ability to meet deliverables and timelines, references of previous projects.	20%
Complete, Comprehensive, Creative and Clear Proposal; Completeness (covers all areas outlined) and quality of proposal, creative/innovative (solutions for Town vs. Generic), comprehensive (covers all tasks/aspects in sufficient detail); clear, logical and easy to follow presentation and compliance with the requirements of the RFP.	40%
Proposed Fee; Cost effectiveness and the best overall team.	30%
Project Manager, Study Team & Disciplines; Leadership, management, communication and presentation skills and qualifications of project manager, qualifications/skills of multi- disciplinary team) appropriate skills sets devoted to tasks.	10%
Total	100%

## Evaluation for Compliance

All proposals received will be initially evaluated to determine the degree to which each proposal meets the mandatory requirements of this RFP. Proposals that are noncompliant with the mandatory requirements may be subject to disqualification without further evaluation. Proponents are urged to ensure their proposal addresses all mandatory elements of this RFP.

Notwithstanding the above, the Town of Iroquois Falls reserves the right in its sole discretion to waive minor or technical non-compliance with the mandatory requirements in any individual case, based upon the principle of overall best value of the proposal to the Town.

### Award

Please be advised that the awarding of a contract is contingent on the Town securing funding from funding agencies. The Town reserves the right in its sole discretion to negotiate modifications to any proposal received without becoming obligated to offer to negotiate with any other Proponent(s). If negotiations with the selected Proponent are unsuccessful, the Town reserves the further right in its sole discretion to enter into negotiations with any other Proponent(s).

Upon successful negotiations with a selected Proponent leading to an acceptable contract, the council of the Town of Iroquois Falls may in its discretion award a contract. The award will be subject to the successful execution of an agreement.

### Samples

Samples of similar work projects completed by the Proponent may be requested at any point during the proposal process or evaluation. Proponents are not expected to submit samples unless requested.

## Terms and Conditions

Should a contract be awarded, the reference to Proponent would become Consultant.

### Awarding of the Contract

The authority to award a contract rest exclusively with the municipal council of the Town of Iroquois Falls. The municipal council will exercise its authority in respect of a contract for this project by way of by-law(s) and/or resolution(s) passed at properly constituted meeting(s).

### Indemnity

By submitting a Proposal to the Town, the Proponent agrees that he/she shall be responsible for and shall give adequate attention to the faithful execution and completion of all matters pursuant to the contract. In addition to the protection provided, the Proponent shall promptly indemnify and save harmless the Town from all suits and actions for damages and costs to which the Town might be put by reason of injury to or death of persons and damage to property resulting from negligence, breach, fault, act, omission, default, carelessness or any other cause in the performance of this work. The indemnity obtained in the contract shall not be prejudiced by, and shall survive, the termination of the contract.

### Insurance

The Proponent shall, during the entire term of an Agreement, and any renewal or extension thereof, take out and keep in full force and effect insurance for Commercial General Liability Insurance including bodily injury including death, property damage, personal injury, contingency employers liability and cross liability in which the limits of liability shall be no less than \$2,000,000.00 per occurrence, and no less than \$2,000,000.00 per claim and Motor Vehicle Liability Insurance including Non-Owned Automobile of not less than \$2,000,000.00 per occurrence, all at the Proponent's sole cost and expense.



All policies shall be written with insurance companies qualified to do insurance business in the Province of Ontario. The insurance shall be with insurers acceptable to the Town and with policies in a form satisfactory to the Town. A copy of all insurance policies or certificates of insurance shall be delivered to the Town prior to the commencement of the work.

All insurance coverage will be at the Proponent's sole cost and expense.

The Proponent must provide certificate(s) of insurance with the Town, its council and employees added as additional insured with respect to the Commercial General Liability policy. All policies of insurance shall provide for thirty (30) days written notice to the Town prior to any cancellation, material change or amendments restricting coverage of any policy or policies.

### Occupational Health and Safety

The Proponent shall comply fully with the Occupational Health and Safety Act.

### Workplace Safety and Insurance

The Proponent will be required to furnish the Town with a Workplace Safety & Insurance Board Certificate of Clearance. The Proponent shall, at all times, comply with the provisions of the WSIB Act. The Proponent shall at all relevant times carry Workplace Safety and Insurance Board of Ontario (WSIB) coverage or Employers Liability Insurance in the amount of not less than \$2,000,000.

### Permits, Fees and Licensing

The Proponent shall pay for any and all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Town and any other governing body, wherever applicable, unless otherwise specified.

### Freedom of Information

All information obtained by the Proponent in connection with this Proposal is the property of the Town Iroquois Falls and must be treated as confidential. It may not be used for any purpose other than for replying to this Proposal, and for fulfillment of any subsequent contract with the Town of Iroquois Falls.

### Subcontractor

Where the Proponent proposes to retain a subcontractor(s) for any part of the work to be performed for this project, the Proponent shall provide, as part of the proposal, a written statement from an officer of the proposed subcontractor(s) agreeing to be bound to the same terms and conditions as the Proponent is to be bound in this RFP and the final project contract.

In granting consent to any sub-contracting or assignment by the Proponent, the Town reserves the right to impose such additional terms as the Town deems advisable as a condition of any such subcontract or assignment.

### Term of Agreement

The term will commence in July 2019 conditional and subject to contract execution and will end no later than November 30, 2019.

### Performance Evaluation

The Proponent's performance may be evaluated during the term of the contract (if any). The Town may request meetings with the Proponent to improve the overall success of the contract. Good performance will also determine the Town's interest in any renewal terms.

### Time is of the Essence

Time is of the essence and the Proponent shall deliver the goods and services in strict accordance with the approved project schedule, delivery date, quantity and the requirements as specified in the Agreement.

### Copyright

The Proponent represents, warrants and covenants that the goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right. All plans, reports and final documentation produced by the Proponent will be the sole and exclusive property of the Town of Iroquois Falls.

# Acknowledgement Form

## Company Address & Contact Information

Complete the following information and submit this section in the Proposal submission package.

NAME OF PROPONENT:

MAILING ADDRESS:

WEBSITE ADDRESS:

TEL:

FAX:

HST NUMBER:

CONTACT NAME:

POSITION:

TELEPHONE:

EMAIL ADDRESS:

NAME OF OFFICER(S) OR PERSON(S) with authority to execute a contract for this project:

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# Appendix A

## FORM OF PROPOSAL

Whereas *The Corporation of the Town of Iroquois Falls* is inviting proposals for the development of a Corporate Branding Strategy.

We, the Undersigned, having examined the Request for Proposal documents for the above named project including addendum numbers \_\_\_\_\_, do hereby offer to perform the work for the following amount:

Description of Work	Fee (\$)
Proposed cost including Visual Identity Guide	\$
	\$
<b>Sub-Total</b>	\$
<b>HST</b>	\$
<b>Total</b>	\$

Description of Work	Fee (\$)
Proposed cost excluding Visual Identity Guide	\$
	\$
<b>Sub-Total</b>	\$
<b>HST</b>	\$
<b>Total</b>	\$

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Name/Title of Designated Signing Officer Telephone Number

\_\_\_\_\_  
 Signature of Designated Signing Officer Date