

REQUEST FOR PROPOSALS

PROJECT NAME: SERPENT RIVER/AGAWA CRAFTS MARKETING STRATEGY

DATE ISSUED: November 12th 2024

NOTICE OF INTENT TO BID: November 22nd 2024

RFP CLOSING DATE/TIME: November 29th 2024

FINALIST BIDDER INTERVIEWS: December 3rd 2024

CONTACT PERSON: Stephanie Hopkin, Senior Coordinator, Marketing and Communications
s.hopkin@destinationnorthernontario.ca

BIDDER INFORMATION

BUSINESS NAME

MAILING ADDRESS

CITY

POSTAL CODE

()

()

TELEPHONE

FAX

()

CELLULAR

EMAIL ADDRESS

SIGNATURE

NAME AND TITLE OF AUTHORIZED PERSON

DATE

HST REGISTRATION NUMBER

Intention to Submit Proposal/Questions

To ensure the Bidder is apprised of any additional information as may be provided, please complete Page 1 and submit info@destinationnorthernontario.ca. Written questions (only) may be submitted to the email address above. One consolidated response to all questions (without attribution) received prior to the deadline specified above will be published to all proponents who have declared their intent to submit a proposal.

A. Project Overview

This project aims to develop and implement a unified marketing and branding strategy for Serpent River Trading Post and Agawa Crafts & Canadian Carvers. The successful bidder will create a cohesive brand identity, enhance digital presence, develop comprehensive marketing strategies, create engaging content, establish partnerships, provide training, and implement measurement systems. The project encompasses seven key areas:

1. Brand Development
2. Digital Presence Enhancement
3. Marketing Strategy Development
4. Content Creation
5. Partnership and Product Development
6. Training and Implementation
7. Measurement and Reporting

The goal is to create a unified brand that connects both locations while maintaining their unique identifiers, increase online visibility and sales, and effectively promote the rich cultural and historical aspects of the businesses.

B. Administrative Information

1. Definitions

This section defines the key terms used throughout the RFP document.

- The term “Bidder” is defined as “an individual or a company that submits or intends to submit a proposal in response to this Request for Proposal”.
- The successful Bidder will be referred to as “the Consultant(s)”.
- This Request for Proposal will hereinafter be referred to as an “RFP”.
- The words “shall” or “will” are used to indicate a mandatory requirement.
- The word “should” is used to indicate an optional requirement.

2. The Process

Closing Date, Time and Location

Each Bidder must deliver his/her proposal electronically. Proposals must be received before **5:00 p.m.** local time in Sault Ste. Marie, Ontario on **November 29th 2024** (the “Closing Time”) to info@destinationnorthernontario.ca.

Late Proposals

It is the responsibility of each Bidder to ensure that his/her proposal is received at the Closing Location before the Closing Time and the Bidder assumes the entire risk of failure of DNO to receive its proposal at the Closing Location before the Closing Time. Proposals received at the Closing Location after the Closing Time will not be considered and may be returned to the Bidder unopened.

Schedule and Timing of Project

It is expected that the RFP process will take place...

Conflict of Interest

DNO reserves the right to disqualify any submission due to a conflict of interest. Each applicant must disclose any actual or potential conflict that may be occurring at time of bid, or may occur during the course of the project. If a vendor fails to disclose an actual or potential conflict or where such a conflict cannot be resolved, DNO has the right to terminate the contract. Any contract awarded as a result of this RFP will be non-exclusive. DNO may at its sole discretion purchase the same or similar services from other sources during the term of the contract.

Evaluation and Selection

A committee formed by DNO will perform evaluation of Proposals. Proposals will first be checked against mandatory criteria. Proposals not meeting the mandatory criteria will be rejected without further consideration. Proposals that do meet the mandatory criteria will then be assessed against additional criteria. DNO’s intent is to enter into a Contract with the Bidder who has the highest overall ranking. Destination Northern Ontario will notify all bidders of the result of their evaluation however there will be no formal debrief or sharing of detailed evaluations with bidders.

Negotiation Delay

If a Contract cannot be negotiated with the highest-ranking Bidder within a period of time satisfactory to DNO, DNO may, at its sole discretion, terminate negotiations with that Bidder and either negotiate a Contract with another Bidder or choose to terminate this RFP process and not enter into a Contract with any of the Bidders. DNO may also at its sole discretion, send out a new RFP for this project should it be unable to negotiate a Contract with the successful Bidder or another Bidder.

3. Proposal Preparation

Signed Proposals

The Bidder must ensure that his/her submission includes the Cover Page of this RFP, signed by a person authorized to sign on behalf of the Bidder and to bind the Bidder to his/her Proposal and the terms of this RFP.

Irrevocability and Validity of Proposals

By submission of a clear and detailed written notice, the Bidder may amend or withdraw his/her proposal prior to Closing Time. After Closing Time, all Proposals become irrevocable and will remain open for acceptance for a period of ninety days from Closing Time. By submission of a Proposal, the Bidder agrees that, should the Proposal be successful, the Bidder will enter into a contract with DNO.

Bidders' Expenses

Bidders are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations, if any. DNO will not be liable to any Bidder whether DNO accepts a Proposal or rejects all Proposals, for any claims, whether for costs or damages incurred by the Bidder in preparing the Proposal, loss of anticipated profit in connection with the Contract or any other matter whatsoever.

Any Bidder may be required to meet in person or by telephone with the DNO Selection Committee to explain details of the proposal and the Bidder will be responsible for all costs of his/her attendance and the attendance of any of his/her representatives.

Liability for Errors

While DNO has taken considerable care to ensure an accurate representation of information in the RFP, the information contained in the RFP is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted accurate, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

Firm Pricing

Prices will be firm for the entire Contract period unless specifically stated otherwise.

Sub-contracting

Using a sub-contractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two or more Bidders having no formal corporate links. However, in this case, one of these Bidders

must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly identified in the proposal.

4. Additional Terms and Conditions

Acceptance and Rejection of Proposals

This RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted and DNO is not bound to enter into a Contract with any Bidder.

Right to Amend or Cancel

DNO reserves the right in its sole discretion at any time, and for whatever reason to, by addendum, modify, amend, or otherwise change this RFP. It is envisioned the initial contract period would be a year with renewal contracts up to five years.

Contract

Notice in writing to a Bidder that he/she has been identified as the successful Bidder and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Bidder will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both events.

No Public Announcements

Bidders will not make any public announcement or have any communication with the media in connection with this RFP without the prior written consent of DNO.

No Promotion of Relationship

Bidders will not disclose their relationship with DNO for promotional purposes, including by means of verbal declarations and announcements through any medium whatsoever.

Proprietary Information Notice

This RFP contains proprietary and confidential information of DNO, which is provided for the sole purpose of permitting the Bidder to respond to this RFP. In consideration of the receipt of this RFP, the Bidder agrees to maintain such information in confidence and not to reproduce or otherwise distribute this information.

Assignment of Intellectual Rights

All work carried out as a result of this RFP will be the exclusive property of DNO and will be surrendered to DNO

immediately upon completion, expiration, or cancellation of the project. DNO will own all rights, title, and interest in all intellectual property rights, including copyrights, patents, trade secrets and trademarks in any work created that is paid for by DNO.

C. Proposal Content and Format

The following format and sequence should be followed in order to provide consistency in Bidders' responses and to ensure that each Proposal receives full consideration. Proposals must be formatted for American standard letter size paper and all pages should be consecutively numbered.

Bidders should follow this format and sequence to ensure consistency and full consideration:

- Title page: Include "RFP for Unified Marketing and Branding Strategy for Serpent River Trading Post and Agawa Crafts & Canadian Carvers," Bidder's name, contact person, address, telephone number, and E-mail address.
- Signed RFP Cover Page
- Table of Contents: Use page numbers
- Executive Summary: Briefly describe the key features of the proposed solution (2 pages maximum)
- Corporate Profile: Include a profile of the corporate history, length of time in business, number of employees, and organizational structure (2 pages maximum)
- Corporate Experience: Describe three projects of similar size and nature for which the Bidder has provided similar services. Include live website links or examples of prior work.
- Project Deliverables:
 - Consumer-facing:
 1. Unified brand identity elements
 2. Interactive, e-commerce enabled website
 3. Virtual reality experiences
 4. Social media content
 5. High-quality visual content (photos, videos)
 6. Virtual tours of both facilities
 - Industry-facing:
 7. Brand guidelines
 8. Comprehensive marketing plan
 9. Distribution plan for marketing materials
 10. Partnership strategies
 11. Staff training materials
 12. KPI tracking and reporting system
- Scope of Work:
 1. Brand Development

2. Digital Presence Enhancement
3. Marketing Strategy Development
4. Content Creation
5. Partnership and Product Development
6. Training and Implementation
7. Measurement and Reporting

Description of How Requirements Will be Met:

Provide a detailed explanation of the approach for each of the seven key areas outlined in the Scope of Work, including methodologies, timelines, and specific deliverables.

Project Management:

Provide a work back schedule with an assumed project kick-off date of April 2022. The schedule should identify:

- Expected duration and total work effort required for each component
- Planned resources for each task
- Expected client review and approval steps

Pricing:

Provide a detailed breakdown of costs for each component of the project. Submissions must not include appendices. File size must not exceed 6 MB and files are to be submitted in Microsoft Word or Adobe PDF format.

D. Detailed Project Information

1. Summary and Objectives

Serpent River Trading Post and Agawa Crafts & Canadian Carvers are seeking proposals for the development and implementation of a unified marketing and branding strategy. This initiative aims to create a cohesive brand identity that connects both locations while maintaining their unique characteristics, enhance their digital presence, and effectively promote the rich cultural and historical aspects of the businesses. The primary objectives of this project are:

1. Create a unified brand identity: Develop a cohesive brand strategy that connects Serpent River Trading Post and Agawa Crafts & Canadian Carvers while preserving their individual identities
2. Enhance digital presence: Design and implement an interactive, e-commerce-enabled website showcasing both locations, incorporating virtual reality experiences, and featuring storytelling elements about local artists, Indigenous culture, and regional history
3. Develop comprehensive marketing strategies: Create integrated marketing plans that utilize both digital and traditional tactics to increase visibility and drive sales for both locations
4. Produce engaging content: Create high-quality visual and storytelling content that highlights local artists, Indigenous culture, and the historical significance of the area
5. Establish partnerships: Identify and develop strategic partnerships with local accommodation providers, tour operators, and regional tourism organizations to enhance cross-promotion and expand reach

6. Provide training and implementation support: Conduct digital marketing and social media training for staff at both locations and develop an implementation plan for the unified marketing strategy
7. Implement measurement systems: Establish a system for tracking marketing KPIs and financial benchmarks to measure success and guide future strategies

The successful bidder will work closely with leadership from both Serpent River Trading Post and Agawa Crafts & Canadian Carvers to ensure the strategy aligns with organizational goals and effectively leverages the strengths of both locations. The ultimate goal is to increase online visibility, drive sales, and promote the unique cultural and historical aspects of these businesses to a wider audience.

2. Scope of Work

The Unified Marketing and Branding Strategy for Serpent River Trading Post and Agawa Crafts & Canadian Carvers encompasses seven key areas:

- Brand Development involves creative brainstorming sessions to establish unified vision, mission, and core values, creating a cohesive brand strategy while maintaining unique identifiers.
- Digital Presence Enhancement focuses on designing an interactive, e-commerce enabled website showcasing both locations, incorporating virtual reality experiences, and implementing SEO best practices.
- Marketing Strategy Development includes creating a comprehensive plan integrating digital and traditional tactics, establishing KPIs, and developing a distribution plan for marketing materials.
- Content Creation involves producing high-quality visual and storytelling content highlighting local artists, Indigenous culture, and the area's historical significance.
- Partnership and Product Development aims to establish partnerships with local accommodation providers, tour operators, and regional tourism organizations, as well as provide marketing guidance for new experiences and products.
- Training and Implementation includes conducting digital marketing and social media training for staff and developing an implementation plan.
- Lastly, Measurement and Reporting involves establishing a system for tracking KPIs and financial benchmarks, developing reporting templates, and providing recommendations for ongoing optimization.

Proposals should outline approaches to each area, including methodologies, timelines, and deliverables, with the successful bidder working closely with leadership from both locations to ensure alignment with organizational goals.

E. Management Requirements

Bidders are required to submit a work plan, itemizing the tasks and sub-tasks they will undertake to complete the project. The work plan should be thorough enough in scope and detail to convey the Bidder's understanding of the project requirements and his/her ability to manage the project. Major meetings and all deliverables should be included, and each task should show the start and end date as well as the estimated number of hours or days

required to complete the task. Each task should also identify the person or persons assigned to complete the task. In addition, each person's level of effort (time) and required resources should be established.

F. Pricing

The bidder shall provide cost detail for **each phase** and **each component** and **key tasks** set out in this RFP and the proposal must include the following components:

- Professional fees in per diem rates
- Travel Expenses including accommodation
- Administrative/Miscellaneous fees
- Training Fees (for staff external of bidder's company)
- Maintenance Fees
- Total fees/expenses
- Reports in Microsoft Word
- HST
- Other disbursements

Bidders are required to provide their payment terms as part of their proposal.

G. Proposal Evaluation

Evaluation of proposals will be performed by the project steering committee. Selection of the Consultant will be achieved through a formal evaluation process. Proposals will first be checked against mandatory criteria. Proposals not meeting the mandatory criteria will be rejected without further consideration. Proposals that do meet the mandatory criteria will then be assessed against the additional criteria listed below or in any addendum or addendum related to this RFP. Additional consideration will be given to proposals that demonstrate a high level of professionalism, innovation and perceived commitment to the project.

The following are the mandatory requirements for submitting:

- Bidder must email, fax, mail or deliver a signed copy of the Bidder Information Form (page one) to the "closing location" by the "**closing time**".
- The RFP must be accompanied by a cover letter/email certifying the accuracy of all information contained the submission and acknowledging the Bidder offer of services according to the terms of reference set out in **Section 1** and the terms and conditions set out in **Section D**. Please cite each aspect in framing responses and provide clear and concise responses.

- The proposal will be evaluated on the content. Repeating wording from the RFP will not constitute a response. Rather, the Bidder should explain the steps that will be taken to achieve the goal of the RFP.
- An electronic version of the Proposal must be received at the “closing location” by the “closing time”.
- The Proposal must not be mailed, delivered or sent by facsimile.
- The Proposal must contain a cover letter; and
- Size of the file should not exceed 6 MB.

Aspects to be Addressed

- a) Provide a brief overview of the Bidder company including legal name, address and URL. Identify the representative authorized to negotiate on behalf of the Bidder company. Include full contact information. Provide brief biography and overview of the relevant experience of this person. As an appendix, include a full resume.
- b) Provide a brief biography of the Bidder company including years in business and describe its ownership and management structure along with areas of specialty.
- c) Identify the project lead and key team members. Outline their roles and responsibilities and provide brief biographies.
- d) Provide a minimum of three references from individuals that can speak directly to the references and able to speak to their experience with proposed project personnel. Include name, title, organization and full contact information.
- e) Describe the Bidder relevant experience and expertise with assignments of a similar nature. Highlight experience within the tourism/hospitality sector.
- f) With reference to Section B. (2), identify any past or current relationships the Bidder may have had or have with organization(s) involved in this project and/or located within the RTO 13 region.
- g) Outline the Bidder proposed approach to delivery referencing the requirements set out in section D. (1) and (2). If the Bidder recommends an alternative approach/critical path, articulate the rationale and envisioned benefits of this approach. Specify any assumptions.
- h) Provide proposed work plan to support the Bidder response to identify tactics, resource requirements, milestones and deliverables. Specify any assumptions.
- i) Provide a minimum of three (3) quotes to support the Bidder response to g) and h). Clearly document the Bidder quotation basis and provide a cost breakdown by phase/key task. Specify applicable hourly/daily rate and any assumptions.
- j) Describe what the Bidder sees as the key success factors in the formulation of the key deliverables of this initiative and the principal obstacles or challenges that the Bidder foresees in the execution of this project. Include how the Bidder would mitigate these.
- k) Provide any additional information that the Bidder believe will be helpful in assessing the Bidder capabilities.

Criteria will be scored as follows:

Criterion	Weight
Credentials, professional knowledge, expertise	30%
Demonstrated experience and ability to meet requirements as evidenced in proposal responses and work samples	35%
Demonstrated qualifications and expertise as supported by quality of client references	20%
Competitiveness of proposed fees and thoroughness of proposal	15%

Bidder Qualifications and References (total 30 points)

1. Corporate and Project Team’s Experience and Qualifications – 20 points

- a) The proposal must identify all members of the proposal team (including subcontractors if applicable) and their relevant skills, qualifications and experience, the amount of time each team member will devote to the project, roles/responsibilities and team structure.
- b) Knowledge of Northern Ontario’s tourism industry and the marketing of Northern Ontario must be demonstrated. Knowledge of Learning Management Systems, Virtual training environments and online learning platforms must be demonstrated.
- c) The proposal should provide evidence of the Bidder’s recent (in the last 3 years) experience and demonstrate the team’s experience in working together in similar projects.
- d) The proposal should provide experience, if any, of working with bilingual site development and ongoing maintenance.

2. Northern Ontario - 10 points

Preference will be given to Bidders who operate in Northern Ontario or have a partnership with a Northern Ontario consultant who will participate significantly in the implementation of the contract.

Management Description (total 55 points)

3. Approach to the Project and its Deliverables – 30 points

- a) The proposal should demonstrate the Bidder’s clear understanding of the project by recommending a suitable and innovative approach to the project. The approach must be practical, realistic and clearly

articulate how it will achieve the objectives of this RFP.

b) The proposal should also present evidence of the Bidder's comprehension of the project scope of work and rationale, including the Tourism Excellence North program. Value-added insight that is beyond what is stated in the RFP will be recognized; simple reiteration of the content of the RFP will not constitute the Bidder's understanding of the project.

4. Quality of Project Management – 20 points

a) Bidders are expected to describe the proposed approach to overall project management and client liaison and reporting, including a detailed work plan with timing of milestones/deliverables including separate workplans for the Tourism Excellence North site and the Northern Portal.

b) In addition, Bidders should be able to demonstrate a successful track record of delivering similar projects on schedule and within budget. Examples of prior work that is similar in scope is a requirement.

5. Document Quality – 5 points

a) As it is considered to be precursor of the quality of the final product, written proposals will be assessed in terms of overall quality, i.e., organization, presentation/appearance, clarity and conciseness.

b) Bidders may, if they wish, provide samples of additional relevant work that may be of interest to the proponent.

Pricing (total 15 points)

6. Pricing – 15 points

Proposals within budget will be evaluated based on the cost breakdown in phases. The budget must provide detailed costs for each of the deliverables and milestones including professional fees, disbursements, the preparation costs for reports, HST as applicable and other related costs. All costs must be reasonable and total budgets will be factored into the final consideration.

H. Follow-up work and related Projects

Based on DNO's satisfaction with outcomes, an annual review and receipt of a proposal for the next fiscal period, acceptable to DNO, there will be an opportunity to engage the successful bidder for future terms. This engagement would again be based on the above and a negotiated annual contract for the fiscal period identified.

SERPENT RIVER LEGAL TERMS AND CONDITIONS

LEGAL TERMS AND CONDITIONS OF RFP

These legal terms and conditions set out the Lead Agency's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this document apply to, or have the effect of supplementing, any Contract formed between the Lead Agency and the Proponent, or otherwise apply as between the Proponent and the Lead Agency following the signing of any such Contract.

DEFINITIONS

In this document, the following terms have the following meanings:

- (a) "Lead Agency" means the Serpent River First Nation Limited Partnership.
- (b) "Contract" means a legal agreement, if any, entered into between the Lead Agency and the Proponent following and as a result of the Proponent's selection by the Lead Agency in the Lead Agency's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of this document, the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "RFP" means the document issued by the Lead Agency as Request for Proposal, as amended from time to time and including all addenda.

1.0 NO LEGAL OBLIGATION ASSUMED BY THE LEAD AGENCY

Despite any other term of the RFP, the Lead Agency assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the Lead Agency enters into a Contract, which the Lead Agency may decline to do in the Lead Agency's sole discretion.

2.0 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The Lead Agency does not owe to the Proponent or to any of the Proponent's proposed subcontractors any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the Lead Agency from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

3.0 EVALUATION OF PROPOSALS

3.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the Lead Agency at the Lead Agency's sole discretion. The Lead Agency may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

3.2 Reservation of Complete Control over Process

The Lead Agency reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the Lead Agency is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the Lead Agency reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

3.3 Discussions/Negotiations

The Lead Agency may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this document, the Lead Agency will have no liability to the Proponent as a result of such discussions, negotiations or changes.

3.4 Acceptance or Rejection of Proposals

The Lead Agency has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the Lead Agency; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

4.0 PROTECTION OF LEAD AGENCY AGAINST LAWSUITS

4.1 Release by the Proponent

Except only and to the extent that the Lead Agency is in breach of this document, the Proponent now releases the Lead Agency, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the Lead Agency or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Lead Agency has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the Lead Agency or its officials or employees occurring in the course of conducting the RFP process,

- (c) the Proponent preparing and submitting the Proposal;
- (d) the Lead Agency accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the Lead Agency: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the Lead Agency enters any agreement respecting the subject matter of the RFP.

4.2 Indemnity by the Proponent

Except only and to the extent that the Lead Agency breaches Section 8.2 of this document, the Proponent indemnifies and will protect, save and hold harmless the Lead Agency, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading: (a) any alleged (or judicially determined) breach by the Lead Agency or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Lead Agency has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b) any unintentional tort of the Lead Agency or its officials or employees occurring in the course of conducting the RFP process, or (c) liability on any other basis related to the RFP or the proposal process.

4.3 Limitation of Lead Agency Liability

In the event that, with respect to anything relating to the RFP or this proposal process, the Lead Agency or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the Lead Agency's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

5.0 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the Lead Agency breaches this Section 7 of this document, and also accepting any disputes arising between the Lead Agency and the Proponent under a Contract (or a similar contract between the Lead Agency and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the Arbitration Act (1991), amended as follows:

- (a) The arbitrator will be selected by the Lead Agency's Legal Counsel;
- (b) Section 6 of this Appendix 1 will: (i) bind the Lead Agency, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

6.0 PROTECTION AND OWNERSHIP OF INFORMATION

6.1 RFP and Proposal Documents Lead Agency's Property

- (a) All RFP-related documents provided to the Proponent by the Lead Agency remain the property of the Lead Agency and must be returned to the Lead Agency, or destroyed, upon request by the Lead Agency.

(b) The documentation containing the Proposal, once submitted to the Lead Agency, becomes the property of the Lead Agency, and the Lead Agency is under no obligation to return the Proposal to the Proponent.

6.2 Proponent's Submission Confidential

Subject to the applicable provisions of the Freedom of Information and Protection of Privacy Act(Ontario), other applicable legal requirements, and the Lead Agency's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Serpent River First Nation Chief and Council about the RFP, the Lead Agency will treat the Proposal (and the Lead Agency's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

6.3 All Lead Agency Information Confidential

(a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the Lead Agency which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.(b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the Lead Agency in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the Lead Agency or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

7.0 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

7.1 Declaration as to no Conflict of Interest in RFP Process

(a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the Lead Agency ; or (ii) related to or has any business or family relationship with an elected official or employee of the Lead Agency , in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the Lead Agency , and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.(b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the Lead Agency and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the Lead Agency, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

7.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the Lead Agency in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the

Lead Agency and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

7.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

(a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP, in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

7.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
(b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process.

8.0 GENERAL

(a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the Lead Agency.
(b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
(c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

9.0 INDEPENDENT LEGAL ADVICE

The proponent acknowledges that it has been given the opportunity to seek legal advice.