



REQUEST FOR PROPOSAL

Title: Video Production Services – Quality-of-Life and Competitive Advantage Promotional Videos

Closing Date Monday, May 25, 2026

Closing Time 4 PM EST (Late submissions will not be accepted)

Location Attention: Andrea Fisher, Director of Legislative Services/Clerk
Town of Goderich Municipal Office
57 West Street
Goderich, Ontario, N7A 2K5
Email: afisher@goderich.ca
Email Cc: abanting@goderich.ca

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1. Objective

The Request for Proposal (RFP) is an invitation by the Town of Goderich to qualified prospective Proponents to submit proposals for Video Production Services (the “Project”). This project includes creating two (2) compelling promotional videos that 1) Quality of Life video – showcasing the Town’s local lifestyle advantages; and 2) Competitive Advantage video – highlighting why investors should locate to Town of Goderich.

2. Background

Located on the eastern shore of Lake Huron at the mouth of the Maitland River, the Town of Goderich became incorporated in 1850 and is home to approximately 8,000 residents, according to the 2021 census. Often referred to as “Canada’s Prettiest Town”, the Town is comprised of lakefront and urban properties. The Municipality attracts many tourists each year, especially to the Town’s harbour and beach waterfront properties. The Town of Goderich owns, operates, and maintains approximately 59 facilities, including an airport, cemetery, water and wastewater facilities (operated by an Operating Authority), fire hall, recreation and administration facilities, parks and public works garages, childcare and medical centers, community and senior centers, as well as various public washrooms and pavilions located throughout the Municipality. The Municipality is governed by a seven-member Council, including a Mayor.

3. Definitions

- 3.1 **Agreement/Contract:** means the legal agreement to be entered into by the selected Proponent and the Town of Goderich
- 3.2 **Authorized Agent:** is a representative of the Proponent who has the authority to enter into an Agreement on behalf of the Proponent.
- 3.3 **Award:** means the acceptance of a Proposal in accordance with this Request for Proposal, as evidenced by the Town of Goderich written notification to the selected Proponent.
- 3.4 **Closing Period:** the date and time specified in Section 5
- 3.5 **Goods and/or Services:** means those goods and/or services set out in this Proposal sought to be procured by the Town of Goderich as a result of this Request for Proposal process.
- 3.6 **Municipality/Town:** means the Town of Goderich.

- 3.7 **Project Lead:** has the meaning set out in Section 5.4.
- 3.8 **Proponent(s)/Bidder(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.
- 3.9 **Proposal:** is a written offer, in a specified form, received from a Proponent in response to a Request for Proposal to provide goods and/or services based on the approved format of the Town of Goderich containing terms and conditions.
- 3.10 **Proposal Package:** is the submitted package that includes the Proposal and any documents requested for evaluation.
- 3.11 **Request for Proposal (RFP):** means this RFP document including all schedules, parts, appendices and attachments, as issued by the Town, including any addenda or amendments made to it after initial issue.
- 3.12 **Successful Proponent/Bidder:** means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Project Scope

4.1 Overview

The Town of Goderich is issuing this Request for Proposal (RFP) to invite qualified video production firms to create two (2) compelling promotional videos that supports the Town's efforts to 1) promote the community as a desirable place to live, work and play; and 2) attract investment, recruit talent, and enhance public perception.

4.2 The Deliverables

The selected firm will be responsible for the end-to-end development and delivery of two (2) high-quality 2-3 minutes promotional videos. Specific responsibilities include: collaborating with the Town's Chief Administrative Officer, Mayor and a three member sub-Committee of the Town's Economic Development Committee on concept development, scripting, and overall creative direction; collaborating and conducting on-location filming in the Town of Goderich; managing all post-production activities, which can encompass editing, motion graphics, animation, voiceover, background music, and captioning as needed; delivering finalized videos in formats optimized for web, social media, and presentation use; providing exported video files in multiple resolutions and formats (e.g. MP4) suitable for various platforms; supplying a

minimum of 30 minutes of high-quality B-roll footage for future use by the Town; and transferring ownership of all original footage to the Town of Goderich, with full rights to use it in future productions or license it to third parties at its discretion.

4.3 Objectives

The promotional videos will promote the community as a desirable place to live, work, and invest, highlighting its identity/brand as “Canada’s Prettiest Town”. The Quality-of-Life video will showcase the Town’s local lifestyle advantages, community pride, recreation and livability; promoting the Town’s natural beauty, waterfront including three (3) beaches, trails, parks and year-round festivals/events, service clubs. The second Competitive Advantage video shall highlight why investors should locate to Goderich (interviews with several dynamic business leaders – industry and entrepreneur), access to markets (four (4) modes of transportation in and out of Goderich), available industrial land, workforce and economic advantages (e.g., living options compared to larger city centres).

4.4 Milestone Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town of Goderich reserves the right to modify any or all dates at its sole discretion. The Proponent will identify if any project milestones cannot be met by the anticipated timeline during the kickoff meeting (Milestone 1) and will provide a revised milestone schedule.

The Video Production Services RFP shall be submitted to the Town of Goderich no later than May 25, 2026 at 4 PM.

MILESTONE	DELIVERABLE	ANTICIPATED TIMELINE
1. Kickoff Meeting	-Meeting with CAO, Mayor and Economic Development Sub-Committee members to confirm/finalize work schedule and review Creative Brief	June 18, 2026
2. Final Product to be Submitted for Review	-Submit Final Product to CAO for in-person presentation at the August 20, 2026, Economic Development Committee meeting	August 14, 2026
3. Council Presentation	-Final product presentation (in person) to Goderich Town Council	September 8, 2026

Table 1: Milestone Schedule for the Video Production Services RFP.

4.5 Other Considerations

The Proponent will provide the Project Lead with monthly milestone updates during the length of the Agreement. The updates should include tasks completed, progress toward tasks, project constraints and opportunities experienced, and other key considerations.

Additional considerations that the Proponent will need to consider:

- a. Final invoicing to contain cost breakdown per task for all services provided;
- b. The Town of Goderich is not responsible for costs incurred as a result of not understanding the statements in this document. It is the responsibility of the Proponent to seek clarification if unsure of what is expected;
- c. The consulting fee shall not exceed the amount stated in the Proposal submission for the specified scope of work described in this document unless the Municipality gives prior authorization in writing;
- d. The selected Proponent shall obtain the Town's written approval for work deemed additional to the Agreement, or work that would cause an overage to the fixed fee, prior to proceeding with such work. Otherwise, no increase to the fixed fee will be considered. All services that are excluded by the Proponent must be clearly identified in the Proposal.
- e. In-person presentations are preferred for the Presentation to Council and Key Stakeholders, as opposed to virtual meetings.

5. Proposal Submission

Electronic submissions are preferred; the Proposal must be in PDF Format and submitted electronically to:

Name: Andrea Fisher
Director of Legislative Services/Clerk
Email: afisher@goderich.ca
Email Cc: abanting@goderich.ca
Subject Line: Click or tap here to enter text.

If a submission is being mailed or hand-delivered, Proposals must be submitted to the Town of Goderich at the office of:

Name: Andrea Fisher
Director of Legislative Services/Clerk
Address: Town of Goderich
57 West Street
Goderich, Ontario
N7A 2K5

The Closing Period for submitting a Proposal will be:

Date: Monday, May 25, 2026

Time: 4 PM EST

- Proposals by fax will not be accepted or considered;
- Partial Proposals will not be accepted or considered;
- The Town reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted for contract award;
- The Town reserves the right to enter into negotiations with a Proponent, and any changes to the Proposals that are acceptable to both parties will be binding;
- The Town reserves the right to confirm with the Proponent, a third-party or references (whether provided in the Proposal or not), confirmation of any information provided by the Proponent in their Proposal; and,
- The Proposal shall be valid for sixty (60) days from submission date.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the Town of Goderich unless otherwise provided herein.

Harmonized sales tax (HST) will be applicable to the supply of labour and equipment.

The Town will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the Town exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

5.1 Package

If submitting a hard copy of a Proposal, the proposals are to be in a sealed package, marked on the outside with the Proponent's name and Project Title.

5.2 Form of Proposal

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant Proposal Form:

- a. The Proposal shall be completed and signed with the authorized signature of the Proponent or an authorized agent with signing authority from the firm bidding;
- b. All Proposal information and pricing shall be legibly written in ink or by computer;

- c. The Proponent is required to detail a project timeline that indicates when deliverables will be produced having regard to the preferred timeline set out in the Milestone Schedule found in Table 1 of Section 4.4.

5.3 Signature

The Form of Proposal must be signed in the space provided on the form, with the signature of the Proponent or authorized agent with signing authority from the firm bidding. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Proposal by the Municipality.

The legal name of the person or organization submitting the Proposal should be included on all forms. The proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- a. If the Proponent is a corporation, then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- b. If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the Town that the person(s) signing have signing authority for the partnership or joint venture);
- c. If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

5.4 Inquiries

All inquiries related to this RFP should be made in writing to the Town of Goderich Project Lead below:

Name: Janice Hallahan
Chief Administrative Officer

Address: Town of Goderich
57 West Street
Goderich, Ontario
N7A 2K5

Email: jhallahan@goderich.ca

Inquiries relating to this Proposal must be received by Friday, May 15, 2026 AM/PM EST. The Town of Goderich reserves the right not to respond to inquiries made after the inquiry closing deadline.

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum.

Should the Proponent require a copy of this document in a format compliant with the Accessibility for Ontarians with Disabilities Act (AODA), please contact the Project Lead noted above.

Proposals will be opened by a Council Representative and Town staff member after the Closing Period. Proposals will be reviewed by Town staff and awarded at the June 15, 2026 meeting of Goderich Town Council.

5.5 Addenda

If the Town determines that an amendment or clarification is required to this RFP, the Project Lead will issue a written addendum, which will be posted on the municipal website at least forty-eight (48) hours prior to the Closing Period. In the event that an addendum is issued less than forty-eight (48) hours prior to the Closing Period, it may include an extension to the Closing Period. It is the responsibility of the Proponent to check the Town of Goderich's online procurement website (<https://www.goderich.ca/build-invest/bids-and-tenders/>) prior to submitting their Proposal. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, the Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda and **must disclose the number of addenda received within their Proposal.**

5.6 Late Proposals

Proposals received after the Closing Period will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Period. The Proponent shall be responsible for ensuring that emailed Proposals are successfully delivered to the Town.

5.7 Proposal Amendment or Withdrawal

Proposals may be revised by written amendment, delivered to the location set out in Section 5, at any time before the Closing Period, but not after. An amendment must be signed by an authorized signatory of the Proponent, as outlined in Section 5.3. Emailed amendments are permitted. A Proponent bears all risk that the Town's equipment functions properly to facilitate timely delivery of any amendment. A bid may be withdrawn at any time up to the Closing Period by letter on original letterhead bearing the same signatures as in the bid submission.

5.8 Right to Accept or Reject Submissions

The Town of Goderich does not bind itself to accept any Proposal and may proceed as it, in its sole discretion, determines, following receipt of the Proposals. The Town reserves the right to accept any Proposal in whole or in part or to discuss with any bidder different or additional terms to those envisaged in this RFP or in such Proponent's Proposal.

The Municipality reserves the right to:

- a. accept or reject any or all Proposals;
- b. if only one proposal is received, elect to reject it;
- c. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
- d. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
- e. to waive irregularities and formalities at its sole and absolute discretion.

5.9 RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town reserves the right to modify any or all dates at its sole discretion:

Release of RFP:	May 5, 2026
Deadline for Submitting Inquiries:	May 20, 2026
RFP Proposal Submission Deadline:	May 25, 2026 4 PM EST
Proponent Presentations:	June 1, 2026
Goderich Town Council Meeting:	June 15, 2026 4 PM EST
Notification of Contract Award:	June 16, 2026

6. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary. The Municipality is not obliged to seek clarification of any aspect of a Proposal.

The Town of Goderich will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The Town of Goderich reserves the right in its evaluation of the Proposal to consider all pertinent criteria whether or not such criteria are contained within the RFP.

The evaluation criteria will be as follows:

TOWN OF GODERICH PROPOSAL CRITERIA	WEIGHT	POINTS	MAXIMUM TOTAL POINTS
COMPANY EXPERIENCE			
A description of the Proponent including vision and mission as it relates to the Project	4	10	40
A description of the Proponent's knowledge, skills/qualifications, and past experiences relevant to the deliverables and the project objectives	6	10	60
A minimum of three (3) reference projects of similar scope, including the name of the client, approximate contract value, and key staff involved in delivering the projects	5	10	50
			15%
PROJECT TEAM QUALIFICATIONS			
Identify the Project Manager that will be responsible for the overall delivery of the project and their qualifications in delivering projects of similar scope	5	10	50
Identify the key staff of the Proponent, its agents and/or subcontractors that will be leading various elements of the work program and their qualification in delivering projects of a similar scope. Include the team structure in a project organization chart. Resumes can be provided in an Appendix within the Proposal Package	5	10	50
			10%
PROJECT UNDERSTANDING AND METHODOLOGY TO ACHIEVE WORKPLAN			
A description of the Proponent's understanding of the project objectives and desired outcomes, and how the Proponent's Proposal and experience will	7	10	70

be able to deliver on those objectives			
A description of the Proponent’s methodology and expected timelines to complete each of the Deliverables	7	10	70
An itemized workplan in a time-task matrix, including assigned staff and their expected hours dedicated to the project. A separate Gantt chart showing the timing and milestone dates for each stage of the project shall also be included. Do not include any hourly rates or pricing info	7	10	70
Identify expectations of Town staff, including acceptable review time frames for draft and final deliverables	7	10	70
35%			
VALUE ADDED			
Identification of creative approaches for the project that provides benefit to the Town (all value-added services must be included in the overall project costs)	10	10	100
30%			
REFERENCES			
Each Proponent is requested to provide three (3) references from similar contracts held within the last five (5) years. The reference checks will be completed for the highest scoring Proponent only. Should the highest scoring Proponent receive one or more negative reference(s), the Town, at its discretion, may remove the Proponent and proceed to the next highest Proponent.	Pass/Fail		Pass
<p>Each reference should include the following:</p> <ul style="list-style-type: none"> • Company name • Description of work provided • Approximate value of the work • Contact name and title • Phone number • Email address • At least two clients that are within Ontario <p>The Town and/or staff that are currently employed with the Town, and any individual employed within the past three years should not be listed as client references or utilized to provide letters of recommendation, letters of acknowledgement or any similar documentation meant to provide the same information</p>			
Pass/Fail			

ESTIMATED FEES AND DISBURSEMENTS

Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If there are more than 5 Proposals, then only the 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal.

30

10

300

10%

Total Score930

7. General Conditions

7.1 No Town Obligation

This RFP is not a tender and does not commit the Town of Goderich in any way to select a Proponent, or to proceed to negotiations for an Agreement, or to award any Contract. The Town reserves the right to, at any time, reject all Proposals, and to terminate this RFP process.

7.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the Town of Goderich relating to or arising from this RFP. The Town of Goderich and its representatives, agents, consultants, and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for an Agreement, or other activity related to or arising out of this RFP.

7.3 Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councilor, officer or employee of the Municipality with respect to the RFP, whether before or after submission of the Proposal, other than the Town of Goderich Project Lead as named within this document, the Town shall be entitled to reject or not accept the RFP submission.

Any person, company, corporation or organization that attempts to influence the outcome of any Town of Goderich purchasing or hiring process shall be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension from this or other works with the Municipality.

7.4 Non-Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Municipality discovers there has been a breach of this requirement at any time, the Town may not consider a Proposal or execute an Agreement with the Successful Proponent, if any.

7.5 Subcontracting

The Proponent acknowledges that in any potential agreement with the Municipality, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the Town of Goderich, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the Town shall communicate and respond directly with the Proponent.

7.6 Conflict of Interest

In its Proposal, the Proponent shall disclose to the Municipality any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Town of Goderich may, at its discretion, refuse to consider the Proposal. If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the Municipality. If the Town requests, the Proponent will refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

7.7 Indemnification

The Successful Proponent shall defend, indemnify and save harmless the Town of Goderich, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Successful Proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Successful Proponent in accordance with this Contract and shall survive this Contract.

The Successful Proponent agrees to defend, indemnify and save harmless the Town of Goderich from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever

arising out of or related to the Successful Proponent's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Successful Proponent in accordance with this Contract and shall survive this Contract.

7.8 Insurance (Successful Proponent Only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of, until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town of Goderich and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a. A limit of liability of not less than \$2 million/occurrence with an aggregate of not less than \$2 million
- b. Add Town of Goderich as an additional insured with respect to the operations of the Named Insured
- c. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- d. Non-owned automobile coverage with a limit not less than \$5 million and shall include contractual non-owned coverage (SEF 96)
- e. Products and completed operations coverage
- f. Contractual Liability
- g. Work performed on Behalf of the Named Insured by Sub-Contractors
- h. The policy shall provide 30 days prior notice of cancellation

Professional Liability Insurance

The Successful Proponent shall take out and keep in force Professional Liability insurance in the amount of \$2 million providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$2 million per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Town of Goderich. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Town of Goderich. The Town of Goderich has the right to request that an Extended Reporting Endorsement be purchased by the Proponent at the Proponent's sole expense.

Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5 million per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The Successful Proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

7.9 Occupational Health and Safety

The Proponent has read and agrees to comply with the Town of Goderich's Corporate Statement regarding Occupational Health and Safety while conducting any meetings, inspections, site visits etc. required to administer this Proposal or a resulting policy.

7.10 Workplace Safety and Insurance Board (WSIB) (Successful Proponent Only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of, until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

7.11 AODA Compliance

The Proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act (AODA), 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the AODA, 2005, the Proponent shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Proponent acknowledges that pursuant to the AODA, 2005, the Town of Goderich must, in deciding to

purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

7.12 Freedom of Information

Upon submission, all Proposals become the property of the Town of Goderich and will not be returned to the Proponents. Proponents must be aware that the Town is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The municipality may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the Town, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

7.13 Assignment of Agreement

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents agree that no Agreement of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Agreement.

A written Agreement shall be executed by the Municipality and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that Goderich Town Council will enter into any Agreement.

It is mutually agreed and understood that the Proponent shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, if one is awarded, or the right, title or interest therein, or power to execute such Contract, to any other person, firm, company or corporation without the previous written consent of the Municipality. Any Agreement resulting from this RFP shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

7.14 Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- a. That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- b. Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first

through negotiations between the Successful Proponent's representative and Town of Goderich staff and representatives by means of discussions built around mutual understanding and respect;

- c. Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- d. Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- e. No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Town of Goderich or the Successful Proponent;
- f. The award of the arbitrator shall be final and binding upon the parties;
- g. The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

7.15 Finalizing Term

This RFP does not constitute an offer of any nature or kind whatsoever by the Town of Goderich to the Proponent.

This RFP will not constitute a binding Agreement but will only form the basis for the finalization of the terms upon which the Municipality and the Successful Proponent will enter into the contract documentation and does not mean that the Successful Proponent's Proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's Proposal, the Town has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's Proposal without offering the other Proponents the right to amend their Proposals.

7.16 Cancellation

Nothing herein shall be construed as giving the Proponent the right to carry out the terms and requirements of the tasks contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the Town of Goderich. In the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are, for any reason, terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid for the goods and/or services that have been satisfactorily completed at the time of termination.

Should the Town or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination no less than ninety (90) days from the date of termination. Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the Contract.

7.17 Confidentiality

Material provided to the Proponent by the Town of Goderich must be kept confidential (unless already identified as public documents) including records and information relating to this work. All correspondence, documentation, and information provided by the Municipality to the Proponent in connection with this RFP, or the acceptance of any Proposal, remains the property of the Town of Goderich. All documents shall be subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Any documents and information provided to the Proponent by the Town shall not be used for any purpose other than for replying to this RFP, and for fulfillment of any related commitments.

7.18 Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

7.19 Errors and Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the Municipality has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the Town of Goderich to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.



Form of Proposal

I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Proposal.

We/I hereby offer to enter into an agreement for the services, as required in accordance to the Proposal for a price of (must be CDN funds and without HST):

Bid Form	Amount
Video Production Services – Quality of Life and Competitive Advantage Promotional Videos (exclusive of HST)	\$.00

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our Proposal.

Company Name:	
Contact Name (Print):	
Mailing Address:	
Phone Number:	
Email Address:	
Bidders Authorized Official (Print):	
Title:	
Authorizing Signature:	
Date:	

Form 1 to be submitted.



Non-Collusion Affidavit

I/ We__the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Goderich or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any Town purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Bidders Authorized Official (Print):	
Title:	
Authorizing Signature:	
Date:	

Form 2 to be submitted.



Conflict of Interest Declaration

Please check appropriate response:

- I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the Town of Goderich (other than confidential information which may have been disclosed by the Town in the normal course of the RFP process) and the confidential information was relevant to the Work/Services and the associated pricing or quotation evaluation process.

Bidders Authorized Official (Print):	
Title:	
Authorizing Signature:	
Date:	

Form 3 to be submitted.



Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Bidders Authorized Official (Print):	
Title:	
Authorizing Signature:	
Date:	

I, _____, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are NOT in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services.

Form 4 to be submitted.