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City of Temiskaming Shores
Request for Proposal
CS-RFP-001-2026
Municipal Branding Marketing Strategy

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

1. Objective

The City of Temiskaming Shores is seeking proposals from a qualified consultant or a team of consultants to develop a comprehensive Rebranding and Marketing Strategy. This strategy holds immense significance, as it will play a pivotal role in shaping a dynamic and inclusive vision that supports the future growth of Temiskaming Shores. The Rebranding and Marketing Strategy will encompass an extensive array of internal and external services, including but not limited to, brand asset assessment, brand evaluation, and the formulation of an effective brand and marketing strategy for the City. The strategy must reflect Temiskaming Shores' diversity, culture, heritage, and future aspirations, while ensuring a consistent visual identity across all municipal marketing initiatives. The project will incorporate the development of complementary branding materials for City use.

The marketing strategy should be aimed at promoting, highlighting and enhancing Temiskaming Shores as a unified and appealing destination for individuals to "live, work, visit, and invest",. The City invites proposals from experienced consultants, to lead this process and assist in achieving the City's objective of developing a thriving branding and marketing campaign, that aligns with the vision and priority actions outlined in its recently adopted Community-Based Strategic Plan.

The selected consultant should demonstrate a proven track record in crafting comprehensive community branding and marketing campaigns, that elevate the image of the community, effectively represent the diverse economic sectors of our collaborators, and strategically target residential, business, and visitor recruitment. The branding campaign should evoke a profound sense of pride in Temiskaming Shores and its competitive advantages, and establish design standards for future marketing and communication materials.

The qualified consultant will be entrusted with leading and coordinating a comprehensive project centered on brand and position development. This will involve formulating a well-informed and recommended plan for destination marketing. The scope of work will encompass project development, research, community engagement, strategic planning, creative brand development, and the formulation of a destination marketing and implementation plan.

The City of Temiskaming Shores looks forward to partnering with a consultant, or team of consultants, who possess the requisite expertise to deliver desired outcomes. Together, we will work towards the creation of a comprehensive Rebranding and Marketing Strategy, that will unlock the full potential of Temiskaming Shores and foster a prosperous future for our community.

The information contained herein, is to facilitate the preparation of the Proponent's Proposal submission.

2. Background

The City of Temiskaming Shores is a picturesque community, located in Northeastern Ontario, near the Quebec border, adjacent to its beloved landmark, Lake Temiskaming. With a growing population of approximately 9,630, Temiskaming Shores is known for being one of the most beautiful and attractive communities in Northern Ontario. The beauty of Lake Temiskaming, the clean air, our natural features, and numerous other recreational amenities make this a unique place to both live, work and visit. Best known for its scenic location, Temiskaming Shores serves as an ideal gateway for the region's diverse natural resources and extensive outdoor activities in Northern Ontario. It operates as a regional hub, facilitating retail and service requirements of its' neighboring industries

including forestry, mining, and agriculture. Moving towards an even brighter future, Temiskaming Shores actively pursues every chance for local growth and community enhancement.

3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Proponent(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.
- 3.3 **Proposal:** means the document submitted in response to the RFP by a Proponent.
- 3.4 **Request for Proposal:** means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.5 **Successful Proponent/Proponent:** means the Proponent/Proponent whose RFP submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Submission

Proposals must be submitted electronically, using the **Electronic Bid Submissions Portal** on the City's website:

<https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx>

Submissions must be in a **pdf format** and can be no larger than 50 MB.

Subject Line: CS-RFP-001-2026 "Municipal Branding Marketing Strategy"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent for any problems encountered, or failure of the Proponent to successfully submit a Proposal prior to the closing time and date. As such, allow sufficient time for a Proposal Submission and attachment(s) (if applicable), to resolve any issues that may arise. Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is **received** by the City.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on Thursday March 26th, 2026.**

- late Proposals will not be accepted;
- Proposals by fax will not be accepted;

- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- Proposals emailed directly to City staff will not be accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposal that are acceptable to both parties will be binding;
- The City 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.
- The Proposal shall be valid for 45 days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding. If a joint Proposal is submitted, it must be signed and addressed on behalf of both of the Proponents. Any alterations or cross-outs must be initialed in ink by the Proponent. Failure to do so may result in the rejection of the Proponent's Proposal by the City.

Line items and total contract price must be clearly indicated. The Proposal 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 City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

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

5. Questions

Any questions with respect to the specifications are to be directed to:

Shelly Zubyck

Director of Corporate Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4107

Email: szubyck@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal before presenting the submission. Questions relating to this Proposal must be received by **Wednesday, March 18th, 2026, 2:00 p.m. local time.**

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, as described herein. Questions received after this date and time will not receive a

response. Proponents are notified that any errors or omissions in the Proposal may render the Proposal invalid.

6. Project Schedule and Fees

Project timelines are important to the City. Accordingly, a detailed project schedule with key milestones should be included in the Proposal.

The Proponent shall identify in the Proposal the work that will be performed, based on the goals, objectives, and deliverables of this RFP. It is the responsibility of the Proponent to anticipate and identify all of the tasks required to perform this contract, whether or not they have been specifically identified within this RFP.

The following costing details should also be prepared and included with the Proposal:

- Fee schedules with per diem rate or hourly rate for each consultant staff and sub-consultant of the project team together with an upset limit. This should relate to a detailed person-hour and cost breakdown of the workload by consultant or sub-consultant staff;
- Disbursement costs;
- Provisional Items;
- Additional estimate of costs for any potential additional studies or work recommended;
- Applicable taxes; and
- Compliance with City of Temiskaming Shores insurance requirements.

7. Scope of Work

In general, the objectives are to provide project management, project administration, and creation and development for the rebranding, positioning, and destination marketing initiative as approved by the City of Temiskaming Shores. These services will be broken down into five (5) defined areas:

- Project coordination and management;
- Research and brand evaluation;
- Creative brand development;
- Formulation of branding and marketing strategy; and
- Formulation of an implementation plan.

8. Description of Services

The Successful Proponent will be responsible for the coordination of a fully completed brand and position development, including a recommended plan for destination marketing/investment attraction. This work is to include project development, research, strategic planning, brand creative development, and an implementation plan.

1. Project Coordination and Management – The successful proponent will lead all aspects of the City's branding, positioning, and destination marketing initiative, including but not limited to the following:

- a. Host a project startup meeting - Proponent will meet with the City's Project Team to review project details, establish priorities, and collect and analyze background documents.
 - b. Coordinate with City staff regarding schedule, deliverables, and scope of work.
 - c. Facilitate two (2) or more community meeting/focus groups with City staff to determine existing attitudes, perceptions, strengths, and assets.
 - d. Provide Bi-Weekly Progress Reports;
 - e. Conduct community engagement and presentations to Council with recommendations and reports.
2. Research and Brand Evaluation – the basis for development of a brand concept, creative elements, messaging/positioning, and overall brand initiatives.
- a. Create and implement a brand research plan.
 - b. Utilize qualitative and quantitative research and community engagement to identify the key elements of Temiskaming Shores.
 - c. Analyze competitor/regional branding/marketing strategies.
 - d. Identify performance measures that can be used to determine if the branding efforts are successful.
3. Creative Brand Development - The primary goals/objectives to be achieved by the brand development include but are not limited to:
- Consistency – the brand should convey a consistent message and image to the audiences both within and outside the City, and will market Temiskaming Shores locally, provincially, and nationally.
 - Community Identity/Pride – the current brand may resonate with Temiskaming Shores residents; but the new brand should identify and promote what makes the City of Temiskaming Shores distinct, united, and appeal in a competitive market for investors, businesses, visitors, and residents.
 - Community and Economic Development – the new brand should promote a healthy economy, and support the City with tourism promotion, business recruitment, retention, and expansion.
 - Flexibility – the brand must be flexible and adaptable to meet the needs of a variety of departments and municipal functions, as well as groups and business within the City.
 - Endorsement – the brand must be authentic and original and resonate with residents and community members.
- a. Branding Strategic Planning – Develop strategic objectives that will help better inform the City of Temiskaming Shores on implementation, management, and ongoing promotion of the brand, including but not limited to:
 - i. Promotion of the use of the brand among City departments;
 - ii. Maintenance and consistency of the brand image and messaging, while providing suitable flexibility for the target audiences; and,
 - iii. Recommendations of ways to articulate the brand; define markets and promotional avenues; and advise on strategies to better promote and create brand awareness.
 - b. Brand Values –City's Vision Statement: a vibrant, inclusive community that offers exceptional amenities, celebrates diversity, and preserves its natural environment. Through sustainability and leadership, the City will cultivate a unified, thriving future, where residents and visitors feel valued, connected, and part of a welcoming

community. The Vision statement will help guide all City operational decisions, such as budget prioritization, strategic planning, and comprehensive planning.

- i. Develop a brand values statement that translates the City's Vision Statement into our new brand.
 - c. Brand Implementation – Develop creative elements that include tagline, logo, typeface, colour palettes, complementary graphics, voice/tone, marketing positioning, personality, and other deliverables to support overall brand initiative. A minimum of three (3) distinct options must be delivered; final option, as selected by the City, to be delivered with a style manual and guidelines for use in the following:
 - i. Print and digital advertising
 - ii. Website
 - iii. Social media (recommended City platforms and templates)
 - iv. Media Placement (TV/radio/outdoor/print/digital)
 - v. Public relations
 - vi. Events/Trade Show materials
 - vii. Collateral (Letterhead, business cards, memos, email signatures, etc.)
 - viii. Signage (building, street, wayfinding, welcome, vehicles, etc.)
4. Creation of Destination Marketing Strategy
 - a. Develop a destination marketing plan, including specific strategies and marketing channels to attract visitors, businesses, investment and residents.
5. Creation of a Branding and Marketing Implementation Action Plan
 - a. Develop a Branding and Marketing Implementation Action plan to aid City staff to implement new Branding and Marketing Plan. The Implementation Action Plan should include, but not be limited to the following:
 - i. Estimated costs/budget associated with the implementation process.
 - ii. Proposed timelines.
 - iii. Recommended brand guidelines (internal and external use).
 - iv. Implementation plans for brand identity applications and brand identity maintenance plan.
 - v. Evaluation Plan – The consultant will develop a plan and performance measures for ongoing evaluation of the brand's effectiveness.
6. Ongoing Services – An estimate for ongoing/on-call services to support implementation should be a part of the response, and it will be at the City's discretion whether to include in the final contract.
7. Project Deliverables:
 - a. An executive summary report with findings.
 - b. A detailed report.
 - c. Focus group(s) and other community meetings as mutually deemed necessary.
 - d. A minimum of three (3) distinct Branding options to be selected from, for the City of Temiskaming Shores.
 - e. A style manual and guidelines for the final Brand options, as selected by the City.
 - f. Presentation(s) to Mayor, Council and Community members.
 - g. Branding and Marketing Strategy with Implementation plan.

9. Proposal Evaluation

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

Representatives from the City will evaluate each of the Proposals received in accordance with the evaluation criteria set out below. The City of Temiskaming Shores reserves the right in its evaluation of the Proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposal. The City reserves the right to enter further discussions in order to obtain information that will allow them to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipalities respectively will be served.

The evaluation criteria will be as follows:

CITY PROPOSAL EVALUATION CRITERIA	WEIGHT	POINTS	MAXIMUM TOTAL POINTS
Qualifications, Expertise and Performance on Similar Projects			
Experience with similar municipal projects.	20	10	200
Past ability to successfully complete projects within timelines and budgets.	6	10	60
Stability and reputation of firm.	4	10	40
30%			
Proposed Manager and Support Team			
Experience and qualifications of key team members	10	10	100
Specialized expertise	5	10	50
15%			
Completeness and Schedule			
Complete, comprehensive and quality of Proposal	10	10	100
Methodology and Schedule for delivery of service	15	10	150
25%			
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 Proposals, then only 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
30%			

10. Goods, Materials and Equipment Suitable for Use

The Proponent warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFP, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Proponent may be required to provide written documentation that all materials or equipment offered in a Proponent's Proposal meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

11. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of Proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the Proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

12. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their Proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Proponent who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Proponent for this RFP. A Proposal may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the Proposal submission.

13. Right to Accept or Reject Submissions

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

The City reserves the right to:

1. accept or reject any or all of the Proposals;
2. if only one Proposal is received, elect to reject it;
3. reject as informal any Proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or

5. to waive irregularities and formalities at its sole and absolute discretion.

14. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFP, whether before or after submission of the Proposal, the City shall be entitled to reject or not accept the RFP submission.

15. Sub-consulting & Subcontracting

The respondent will identify any Sub-Consultants and Sub-Contractors that will be involved in the engineering component of this project. Documentation is to be provided from the Sub-Consultants and Sub-Contractors stating that they have reviewed all parts of the detailed project schedule where their skills or expertise are required and are able to meet the timelines-milestones provided in the detailed project schedule.

Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the Proposal of each proponent (Conflict of Interest Declaration).

16. Insurance (from the 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 maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

Automobile Liability Insurance (If Applicable)

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include City of Temiskaming Shores as an additional insured and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

17. Workplace Safety and Insurance Board (WSIB) (from the 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.

18. AODA Compliance

The Proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 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 Accessibility for Ontarians with Disabilities Act, 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 Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

19. Freedom of Information

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

20. Nature of Request for Proposal

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

21. Preparation of Proposals

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to

compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Proposals or the cancellation of this RFP.

22. Finalizing Terms

This RFP will not constitute a binding agreement but will only form the basis for the finalization of the terms upon which the City 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 City 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.

23. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's Proposal and any subsequent negotiations, within forty-five (45) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their Proposals.

24. Agreement

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

Any agreement resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

25. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

26. 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:

- 1) 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;

- 2) 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 the City or representative by means of discussions built around mutual understanding and respect;
- 3) 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;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) 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 City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

27. 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 City. 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 only goods and/or services which shall have been satisfactorily completed at the time of termination.

Should the City or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination not less than 60 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.

28. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

29. Unenforceable Provisions

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

30. Force Majeure

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

31. Errors & Omissions

It is understood, acknowledged, and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this Proposal, the information is not guaranteed by the City 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.

**City of Temiskaming Shores
CS-RFP-001-2026
Municipal Branding Marketing Strategy**

Form of Proposal

Proponent’s submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

_____ (Registered Company Name/Individuals Name)

Of,

_____ (Registered Address and Postal Code)

Phone Number: _____ Email: _____

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

Description	Amount (CDN fund and without HST)
Lump Sum Proposal Price:	

Acknowledgement of Addenda

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

Proponent’s Authorized
Official:

Title:

Signature:

Date:

Form 1 to be submitted.

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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 Proponent 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 Proponent, 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 Proponent, firm or person to fix the price or prices in the attached bid or of any other Proponent, or to fix any overhead, profit or cost element of the bid price or the price of any Proponent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores 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 Proponent 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 City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2026.

Proponent's Authorized
Official:

Title:

Signature:

Date:

Form 2 to be submitted.

**City of Temiskaming Shores
CS-RFP-001-2026
Municipal Branding Marketing Strategy**

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 City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: _____ this _____ day of _____, 2026.

Signature: _____

Proponent's Authorized
Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted.

**City of Temiskaming Shores
CS-RFP-001-2026
Municipal Branding Marketing Strategy**

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.

Name: _____ Company Name: _____

Phone Number: _____ Email: _____

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. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.