



## BRIEFING NOTE

**TO:** Mayor Avis and Council

**FROM:** Jason Kabel, Manager of Community Services

**DATE:** October 22, 2014

**RE:** Website Re-development Update

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### Preamble

In June 2014, the RRFDC informed Town administration that it was successful with an application to redevelop with Town of Fort Frances website to keep our web presence aligned with the newly established brand, Boundless. In July there was a seven (7) member ad-hoc website development committee assembled and tasked with the selection of a website development firm. The committee collectively produced a tender document seeking proposals from qualified firms through an RFP (request for proposal) process. There were thirteen (13) organizations who showed interest in the tender, eight (8) of which submitted proposals according to the tender criteria. The committee did a comprehensive evaluation of the proposals received based upon the pre-established criterion. There was opportunity for each submission to achieve points in twenty-five (25) sections of desired requirements. Please find evaluation forms and criteria attached.

The committee was comfortable with the submissions through the RFP process and was confident that a few of the firms could lead us to a stylish and professional new website for the Town. Many of the submitted proposals had strong features but none of them had all of the ideal characteristics that the committee was seeking. The committee decided to approach two (2) of the firms to see if a partnership could be established to have all of the benefits of both organizations. The committee approached the Fort Frances Times and Metric Marketing (Winnipeg, MB) in September to undertake the website re-development with the Times working as the lead. The companies agreed to work collectively on the project to achieve our new website goal on an aggressive timeline (attached) with all of the associated costs being covered by the RRFDC grant.

### Recommendation

None. This brief is for informational purposes.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "JK", is written over the name Jason Kabel.

Jason Kabel

### Town of Fort Frances Website RFP Evaluation Grid

Organization Name: \_\_\_\_\_

	Criteria	Max Points	TOTAL
<b>1</b>	<b>Experience in Web Development Projects</b>	<b>25</b>	
1.1	3 points - Foundation (Accessibility, Responsiveness)	3	
1.2	7 points - Structure (Design, Branding, Organization of Info, SEO)	7	
1.3	5 points - Video (Design, Content, Quality)	5	
1.4	2 points - Framework (Scale, Scope)	2	
1.5	8 points - Technologies (Hosting, CMS, Customer Relationship Management, Payment Processing)	8	
	sub total		0
<b>2</b>	<b>Experience Working on Economic Development Projects</b>	<b>5</b>	
2.1	3 points for experience in economic development (1 for each project)	3	
2.2	2 points for experience in having done a community profile	2	
	sub total		0
<b>3</b>	<b>Previous Experience Working With Municipal Governments</b>	<b>10</b>	
3.1	3 points for 3 projects with municipal government (1 for each project)	3	
3.2	2 points if one of those governments were rural and remote (a firm that has done this type of work with a city is a different type of experience)	2	
3.3	2 points for having worked with an Ontario municipality, which could include a first nation	2	
3.4	3 points for demonstrated understanding of Fort Frances in context of our needs	3	
	sub total		0
<b>4</b>	<b>Proposed Process</b>	<b>25</b>	
4.1	2 points - Strategy (Overall Impression of process)	2	
4.2	2 points - Content (Community Profiles, Videos)	2	
4.3	3 points - Service (Hosting, Support & Maintenance)	3	
4.4	7 points - Framework (Authentication, Access Control, CMS, Customer Relations, Backup Procedures)	7	
4.5	6 points - Business Processes (Analytics, Booking Processing, HR Portal, Mapping (GIS), Media Repository, Transactions & Payment)	6	
4.6	5 points - Timelines - Proposed Process (Discovery, Design & Development, Training, Deployment & Launch, Support)	5	
	sub total		0
<b>5</b>	<b>Value for Price - Completeness of Submission, Acceptable Presentation of Requirments</b>	<b>20</b>	
5.1	2 - Proof of video production proficiency or acceptable sub-contractor	2	
5.2	2 - CV's & Project Manager	2	
5.3	2 - Daily/hourly rates by task (with travel expenses if applicable)	2	
5.3	2 - Overall strategy to facilitate project	2	
5.4	2 - Evidence of Insurances	2	
5.5	2 - Schedule of payments including hosting fees, support and maintenance costs and any on-going training costs.	2	
5.6	2 - Proposed Framework	2	
5.7	2 - Value Added Extras	2	
5.8	4 - Overall proposal impression	4	
	sub total		0
	<b>Total (before Reference Check)</b>	<b>85</b>	<b>0</b>
<b>6</b>	<b>References From Clients</b>	<b>15</b>	
6.1	Satisfaction levels from previous clients, management of time and resources and communication.	15	
	sub total		0
	<b>Total (All Criteria)</b>	<b>100</b>	<b>0</b>

# TOWN OF FORT FRANCES

TENDER NO. <u>14-CS-09</u>			CLOSING DATE: <u>August 28, 2014 @ 4pm</u>		
TENDER DESCRIPTION: <u>Website Redesign</u>			ADDENDUM NO: _____		
SET NO.	NAME, ADDRESS & POSTAL CODE	CONTACT PERSON	PHONE, FAX & CELL NUMBERS	DATE & TIME SENT/PICKED UP	DATE RFP RECEIVED
1			PH: 274-5373		
hard copy	Fort Frances Times	Jim Cumming	FAX: (807)-274-7286	Aug. 7	Aug. 28
	Fort Frances, ON		CELL:		
2			PH: 785-323-1562		
emailed	Civic Plus	Jill Versch	FAX: 785-587-8951	Aug. 11	Aug. 28
	Manhattan, KS		CELL:		
3			PH: 1-250-851-9401 (Ext. 168)		
emailed	iCompass	Stephen Orteza	FAX:	Aug. 11	
			CELL: 1-250-682-0276		
4			PH: +44 (0)1282 686 728		
emailed	Tone Agency	Stephen Nicholson	FAX:	Aug. 11	
			CELL: +44 (0)7852 207 335		
5			PH:		
emailed	Storyboard Solutions	Matt	FAX:	Aug. 13	Aug. 26
	Sarnia, ON		CELL:		
6			PH: 204 818 9827		
emailed	MetricMarketing	Kevin MacNeil	FAX:	Aug. 13	Aug. 28
	Winnipeg, MB	Varinder Brar	CELL:		
7			PH: (807) 548-2995		
emailed	Inteleck	Mike Newton/Aaron	FAX:	Aug. 20	Aug. 28
	Kenora, ON		CELL: (807) 407-4332		
8			PH:		
emailed	Soft Elegance	Anna Poloka	FAX:	Aug. 20	Aug. 28
	Houston, TX		CELL:		
9			PH:		
emailed	Twist Marketing	Catherine Proulx	FAX:	Aug. 25	
			CELL:		
10			PH:		
emailed	RapidSoft Technologies	Raj	FAX:	Aug. 25	
			CELL:		
11			PH:		
emailed	DDI Development	Daria Bastanzhieva	FAX:	Aug. 25	
			CELL:		
12			PH:		
emailed	V-Soft Consulting Group, Inc.	Charles Bigelow	FAX:	Aug. 25	Aug. 28
	Louisville, KY		CELL:		
13			PH:		
no contact	Civic Live	Alex Metcalfe	FAX:		Aug. 27
	Toronto, ON		CELL:		
			PH:		
			FAX:		
			CELL:		



# MEAN AVERAGE SCORES - 7 EVALUATORS 4 FINALISTS

ID	Points		MEANS	Metric Marketing	Intellect	Fort Frances Times	Storyboard Solutions
<b>1</b>	<b>25</b>	<b>Experience in Web Development Projects</b>		<b>19.83</b>	<b>16.17</b>	<b>12.92</b>	<b>18.08</b>
1.1	3	Foundation (Accessibility, Responsiveness)		2.83	2.33	2.00	2.83
1.2	7	Structure (Design, Branding, Organization of Info, SEO)		5.58	3.83	3.67	4.50
1.3	5	Video (Design, Content, Quality)		4.17	3.17	1.50	4.17
1.4	2	Framework (Scale, Scope)		1.92	1.75	1.50	1.83
1.5	8	Technologies (Hosting, CMS, Customer Relationship Management, Payment Processing)		5.33	5.08	4.25	4.75
<b>2</b>	<b>5</b>	<b>Experience Working on Economic Development Projects</b>		<b>2.50</b>	<b>2.50</b>	<b>3.67</b>	<b>2.83</b>
2.1	3	Experience in economic development (1 for each project)		1.83	1.17	1.83	1.83
2.2	2	Experience in having done a community profile		0.67	1.33	1.83	1.00
<b>3</b>	<b>10</b>	<b>Previous Experience Working With Municipal Governments</b>		<b>3.83</b>	<b>7.67</b>	<b>9.25</b>	<b>3.75</b>
3.1	3	Projects with a municipal government (1 each)		1.50	1.67	2.83	1.00
3.2	2	Projects with rural and remote governments		0.50	1.83	2.00	0.33
3.3	2	Projects with an Ontario municipality, which could include a first nation		0.50	2.00	2.00	1.17
3.4	3	For demonstrated understanding of Fort Frances in context of our needs		1.33	2.17	2.42	1.25
<b>4</b>	<b>25</b>	<b>Proposed Process</b>		<b>16.80</b>	<b>17.03</b>	<b>17.47</b>	<b>18.73</b>
4.1	2	Strategy (Overall Impression of process)		1.50	1.17	1.00	1.50
4.2	2	Content (Community Profiles, Videos)		1.50	1.50	1.67	1.50
4.3	3	Service (Hosting, Support & Maintenance)		1.83	2.50	2.67	2.00
4.4	7	Framework (Authentication, Access Control, CMS, Customer Relations, Backup Procedures)		4.00	4.40	4.50	5.40
4.5	6	Business Processes (Analytics, Booking Processing, HR Portal, Mapping (GIS), Media Repository, Transactions & Payment)		3.80	3.80	3.80	4.00
4.6	5	Timelines - Proposed Process (Discovery, Design & Development, Training, Deployment & Launch, Support)		4.17	3.67	3.83	4.33
<b>5</b>	<b>20</b>	<b>Value for Price - Completeness of Submission, Acceptable Presentation of Requirments</b>		<b>14.17</b>	<b>15.00</b>	<b>14.67</b>	<b>14.42</b>
5.1	2	Proof of video production proficiency or acceptable sub-contractor		2.00	1.50	1.50	1.83
5.2	2	CV's & Project Manager		1.83	1.83	1.83	1.83
5.3	2	Daily/hourly rates by task (with travel expenses if applicable)		1.33	2.00	1.92	1.75
5.3	2	Overall strategy to facilitate project		1.67	1.67	1.08	1.75
5.4	1	Evidence of Insurances		0.17	0.17	1.00	0.17
5.5	2	Schedule of payments including hosting fees, support and maintenance costs and any on-going training costs		1.67	1.67	1.83	1.67
5.6	2	Proposed Framework		1.33	1.42	1.25	1.25
5.7	2	Value Added Extras		1.00	1.25	1.42	1.00
5.8	5	Overall proposal impression		3.17	3.50	2.83	3.17
<b>85</b>	<b>Subtotal</b>			<b>57.13</b>	<b>58.37</b>	<b>57.97</b>	<b>57.82</b>
<b>6</b>	<b>15</b>	<b>References From Clients</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
6.1	15	Satisfaction levels from previous clients, management of time and resources and communication		0.00	0.00	0.00	0.00
<b>100</b>	<b>Total</b>			<b>57.13</b>	<b>58.37</b>	<b>57.97</b>	<b>57.82</b>
	<b>Rank</b>			<b>4</b>	<b>1</b>	<b>2</b>	<b>3</b>

# REQUEST FOR PROPOSALS

## Website Redesign

August 9, 2014

Issued by: RRFDC, for the Town of Fort Frances

## INTRODUCTION AND PROJECT BACKGROUND

The Rainy River Future Development Corporation (RRFDC), on behalf of the Town of Fort Frances, is seeking a Web Design Firm to redesign and redevelop a website for the Town of Fort Frances that includes:

- A consistent expression of the Town of Fort Frances' newly developed brand across all departments.
- An easy-to-use, access-controlled content management system with comprehensively defined and managed content types, ensuring a consistent style, while allowing authorized Town staff to easily add and edit specific types of content.
- Mobile-friendly design, and compatibility with all major browsers and mobile devices.
- Compliance with the accessibility standards in the Accessibility for Ontarians with Disabilities Act (AODA).
- Provision of interactive features alongside multi-media components that make the website an interesting and engaging source for news and information regarding the community.
- A significant improvement in the Town of Fort Frances' ability to provide online information and self-help to potential new business start-ups, new residents, existing residents or other key stakeholders.
- Good information design principles (e.g. way finding) using clear language to make content easy to navigate, read and understand.
- Provision of easy access to information regarding community facilities.
- Provision of easy links to neighbouring municipalities.
- Allowance for online completion of transactions and certain business processes.
- Assistance with the integration of, and the upgrade from Class booking software to ActiveNet Software (or a suitable alternative) for Memorial Sports Centre operations that will facilitate online processing.
- Provision of user-friendly mapping features for all property available in Fort Frances that will ideally tie in with the community's GIS system.
- Allowance for the possibility of a large media repository with payment barrier.
- Robust site backup procedures to mitigate possible data loss.
- Incorporation of web analytics tools that allow Town staff to easily generate detailed site usage statistics.
- Provision of HR portal to interested applicants and the public. To include a user friendly standard application form, health and safety resources, policy manuals, collective agreements and employment resources.
- A completed community profile to be used for economic development purposes that closely matches the community's brand.
- The creation of 3 short videos (approx. 3 minutes in length each) that showcases the community to different audiences.

The Town of Fort Frances has recently completed a comprehensive study that resulted in a new brand. Information on the Town's new brand is available at [www.fort-frances.com](http://www.fort-frances.com). A complete brand standards package is available to accompany this package. The new website will be advertised to be located at [fortfrances.ca](http://fortfrances.ca) (currently owned by the Town).

*Proposals will include the following:*

1. At least three references from current or previous clients.
2. Proof of experience developing websites of this scale.
3. Proof of experience creating video content (in-house or contracting with another firm for such purpose).
4. The CV's of all Principals of the firm and prospective project manager assigned for the development process.
5. A list and the CV's of all subcontractors expected to participate in the project.
6. The daily per diem rates charged per task broken down into hourly rates.
7. An outline of any proposed travel cost should be included as part of the proposed total fee to be charged.
8. The strategy of the firm's plan to facilitate the project's completion.
9. Evidence of all required insurances and coverage if applicable.
10. A schedule of all charges that will begin at the completion of the development phase of the website. This schedule should include hosting fees, support and maintenance costs and any on-going training costs.
11. A proposed framework for the Town of Fort Frances website.
12. Additional items are welcome with submitted proposals.

All submissions must be dated, have numbered pages, and be no more than 25 pages in length.

# GENERAL TERMS AND CONDITIONS

## 1. BID SUBMISSION AND FORMAT

1.1. The RRFDC shall receive Proposals for supplying any or all of the goods or services specified in the Proposal documents, in accordance with the instructions herein.

- 1.2. All proposals must be emailed to [jkabel@fortfrances.com](mailto:jkabel@fortfrances.com) no later than 4:00 p.m. CST on or before the 28 of August. Five (5) copies of the proposal must be delivered by mail or other means in hard copy no later than September 3, 2014. Proposals must be submitted with the following on the envelope:

**ATT: J KABEL RRFDC/Town of Fort Frances Website**

The address to which proposals must be delivered to is:

ATT: Jason Kabel

RRFDC/Town of Fort Frances:

320 Portage Avenue

Fort Frances, Ontario

P9A 3P9

1.3 No public opening is scheduled.

1.4 The RRFDC and the Town of Fort Frances shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by a Bidder prior to or subsequent to or by reason of the acceptance of or the non-acceptance by the board of any bid or by reason of any delay in the acceptance of a bid.

1.5 Proposals received after the closing date and time specified herein will NOT be considered. Proposals delivered to an address other than as specified herein will NOT be considered.

1.6 The Bidder acknowledges and agrees that upon submission of this or any Proposal to the RRFDC, such a Proposal, in whole or in part, including, though not as to restrict the generality of the foregoing, all prices, quantities, items or services and qualities therein, shall be open for and shall be subject to acceptance by the RRFDC for a period of not less than sixty (60) days immediately following the closing date for submission of the Proposal. Any such offer is irrevocable during that period.



1.7 The RRFDC for the Town of Fort Frances reserves the right not to proceed with the contract, to accept any one, or more, or all proposals, and to eliminate any or all items from the proposal. The RRFDC on behalf of the Town of Fort Frances shall, at its sole discretion, be the only determiner of the acceptability and suitability of all or any one or more items or services proposed for the purpose for which such items or services are required. The RRFDC's interpretation of all RFP clauses shall prevail.

1.8 The proposal must be signed by the Bidder. The Bidder undertakes, acknowledges, confirms, and agrees that by signing and submitting a bid to the RRFDC that bid then constitutes an offer to enter into a contract to perform the work stipulated in the Proposal documents. If accepted by the RRFDC, the bid binds the Bidder to the terms and conditions herein.

## **2. QUESTIONS and OMISSIONS**

2.1. A Bidder discovering discrepancies or omissions in the specifications and/or timelines provided by the RRFDC/Town of Fort Frances or having doubt as to the meaning or intent of any part thereof shall notify the coordinator in writing.

2.2. All questions must be directed to the designated representative of the Town of Fort Frances, Jason Kabel, preferably by email at [jkabel@fort-frances.com](mailto:jkabel@fort-frances.com) or 807-274-4561 ext.11. All questions must be received at least seven (7) days prior to the Request for Proposal closing date. Any questions received later than seven (7) days before the closing may not be answered.

2.3. It is hereby understood and acknowledged that the RRFDC/Town of Fort Frances shall not be held liable or responsible for verbal instructions or explanations.

## **3. Schedule of Events (Subject to Change)**

Date	Item
August 6 2014	Issue RFP
August 28 2014	RFP Closes- electronic proposals
September 3 2014	Paper copy of proposals must arrive
September 8 2014	Interviews with finalists – if required
September 12 2014	Initial Meeting with vendor
September 2014	Video footage is taken
October 2014	Framework and Graphic Approvals
October- November 2014	Content Creation
December 2014	Content Completion and Approvals
December 2014	Training
December 2014	Final Edits and Project Completion

**Please note that video footage must be taken no later than September 30, 2014**

### **3. AWARD**

3.1 The RRFDC and Town of Fort Frances jointly intends to award the contract based on how well the proposal meets the goals and objectives of the project and where a bid is most acceptable in light of criteria such as credibility, capacity of the Bidder to render timely services, available resources and personnel, previous experience in like projects, quality of services and cost. They reserve the right to award in its best interest and are not bound to accept the lowest or any proposal.

3.2 Notwithstanding anything else contained herein, the RRFDC or Town of Fort Frances may at any time, in its sole discretion:

- a) cancel this process, in whole or in part, at any time and for any reason whatsoever, without prior notice;
- b) elect not to proceed with all or any part of the Process;
- c) adopt varying timetables for the completion of the Process;
- d) amend the Process or any related document in any way;
- e) initiate a new request for proposal process;
- f) decline to evaluate a tender which does not contain sufficient information to allow a reasonable evaluation;
- g) select or consider any of the tenders;
- h) request additional tenders through an amended, extended or additional process and/or to reconsider the evaluation of any and all of the tenders to the original process;
- i) waive any irregularity, non-conformance or non-compliance in or of any bids which if waived will not give any Proponent a material, unfair advantage.

### **4. CONFLICT OF INTEREST and INFLUENCE**

4.1. Each Proponent must complete Appendix B Declaration of Conflict of Interest. Proponents shall declare in its bid any situation that may be a conflict of interest or a potential or perceived conflict of interest of the Proponent, including but not limited to its obligations to the RRFDC and Town of Fort Frances, the contract, the contract price or any customer.

4.2 The RRFDC and Town of Fort Frances prohibits its representatives from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of their duties, extend any gratuity or special favor to the Proponent, or to influence the outcome of any Proposal. The RFP reserves the right to disqualify the bid of any Proponent who engages in any acts or practices which are either directly or indirectly, or may reasonably be perceived, either directly or indirectly, to be made for the purposes of influencing the outcome of this RFP process, the proposal, or the contract, including in their favor.

## **5. RIGHT TO CONTRACT FOR IDENTICAL OR SIMILAR GOODS**

5.1. By entering into a contract, the RRFDC/Town of Fort Frances shall not limit its right to contract for identical or similar goods from other sources should the Bidder be unable to furnish the required item or service within the required time frame where specified herein.

5.2. The award of this RFP does not provide the successful Proponent with exclusivity rights for the supply and delivery of the goods and/or services identified herein.

## **6. COPYRIGHT**

6.1. The Contractor shall, at its expense, defend all claims, actions or proceedings against the RRFDC/Town of Fort Frances charging that the goods and services or any part thereof provided by the Supplier to the RRFDC/Town of Fort Frances infringe any patent, industrial design, copyright trademark, trade secret or any other proprietary right enforceable in Canada. The Supplier shall indemnify and save harmless the RRFDC/Town of Fort Frances from and against any and all claims, demands, damages, losses, lawsuits, other proceedings, causes of action, liabilities, civil or criminal penalties and charges, costs and expenses (including, without limitation, reasonable legal fees) arising out of or attributable to the RRFDC/Town of Fort Frances not being the sole owner of the plans, drawings, specifications, designs, calculations, estimates, computer records, construction records and other documents prepared by or for the Supplier, or arising out of or attributable to any of the aforesaid not being original works or infringing the copyright or any other right of any other Party.

## **7. DUE DILIGENCE**

7.1 The RRFDC or Town of Fort Frances reserve the right to validate by any means possible the validity of any claim or statement made by a Proponent in their submission.

7.2 Proponents making false statements or inaccurate claims in their submission will automatically be disqualified.

## **8. GOVERNMENT REGULATION**

8.1. The Bidder shall comply with all Municipal, Provincial and Federal by-Laws and Regulations pertaining to the work performed and to the products supplied and shall protect the RRFDC and Town of Fort Frances against any and all claims due to lack of compliance with such ordinances.

## **9. INSURANCE**

9.1. If appropriate, the RRFDC may request the Contractor to submit a satisfactory Certificate of Clearance from the Ontario WSIB.

9.2. At the time of entering into the contract, the successful Bidder shall maintain at his own expense, a policy of General Liability Insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire contract period. The General Liability Insurance shall have limits of no less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. All Bidders will provide evidence of this with their bid submissions.

9.3 The successful Proponent agrees to indemnify and save harmless the RRFDC and Town of Fort Frances from all actions, suits, claims and demands, and costs arising by reason of injury or death to any person or property resulting from the provision of the goods and services under this contract(s).

## **10. HEALTH AND SAFETY**

10.1. The Proponent shall conform to the regulations contained in the "Occupational Health and Safety Act" Revised Statutes of Ontario 1980, Chapter 321 as amended and relevant regulations as amended and assume full responsibility for contravention of same.

## **11. ASSIGNMENT**

11.1. Any submission to this request or the right to receive payment hereunder may not be assigned or transferred without the prior express written consent of the RRFDC.

11.2. Sub-contracting of the services outlined in the specifications will not be permitted without the prior written consent of the RRFDC/Town of Fort Frances. Any work undertaken by sub-contractors shall in no way relieve the vendor of their responsibilities to the RRFDC under the terms and conditions of this contract.

## **12. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

12.1. The bid and any other accompanying documentation submitted by the Bidder prior to the closing date specified in this document shall become the property of the RRFDC and shall not be returned. The bid shall be subject to Freedom of Information and Protection of Privacy Act, R.S.O. 1990, F-31. The Bidder must identify any information contained in the bid that is submitted in confidence.



### **13. INVOICING AND PAYMENT**

13.1. The Bidder acknowledges and agrees that after the delivery of the goods and/or services and in accordance with the terms and conditions herein and of the written purchase orders, payment of such shall be made by the RRFDC within thirty (30) days after receipt of invoices.

13.2. Invoices can be delivered to:

Cynde Millete

Corporate Services Manager

601 Mowat Avenue

Fort Frances, ON P9A 1Z2

13.3. All invoices must clearly state the purchase order number. Invoices shall contain the Vendor's HST registration number, and the HST amount as a separate item. Incomplete invoices will not be paid.

### **14. DEFAULT NOTICE & CANCELLATION**

14.1. The RRFDC for the Town of Fort Frances reserves the right to cancel the contract without notice if a successful Bidder is in breach of its contract, or if inferior quality of services are provided, or in the event of non-fulfillment of service. Should this occur, no payment will be made for such. The RRFDC will issue written notice of the cancellation giving thirty days (30) written notice for just cause without cost or penalty to the RRFDC and without liquidation damages.

14.2. If the Contractor should be deemed bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the RRFDC may, without prejudice to any other right or remedy by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the contract.

## **APPENDIX A –BID SUBMISSION FORM**

RFP: Town of Fort Frances Website

Submitted by:

LEGAL NAME:

ADDRESS:

CITY:

PROVINCE:

POSTAL CODE:

TELEPHONE:

FAX:

E-MAIL ADDRESS:

The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the services required under the RFP. By submitting the bid, the Bidder agrees and consents to the terms, conditions and provisions of the RFP, and offers to provide the services in accordance therewith and the person signing below is authorized to bind the Bidder.

Declarations:

We hereby declare that:

- a) No person, firm, corporation other than the undersigned has any interest in this bid.
- b) This bid is open to acceptance for a period of 60 days.
- c) Declare and certify that I/we have the authority to bind the Bidder to the specific terms and conditions of the RFP and offered in my/our bid.
- d) Acknowledge and agree that should it be determined that any statements provided in my/our bid are false or in error, the RRFDC may reject my/our bid as non-compliant.

**NAME OF ORGANIZATION** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

## APPENDIX B – RRFDC CONFLICT OF INTEREST and INFLUENCE

Each Bidder shall declare in its bid any situation that may be a conflict of interest or a potential or perceived conflict of interest of the Proponent, including but not limited to its obligations to the Board, the Contract, the contract price or any customer.

1. All communications, including requests for information, between Bidders and the RRFDC/Town of Fort Frances must be between **only** the representatives of the RRFDC/Town of Fort Frances and each Bidder, named below, who have been authorized and designated for that particular purpose.

ATT: Jason Kabel

RRFDC/Town of Fort Frances:

320 Portage Avenue

Fort Frances, Ontario

P9A 3P9

2. Apart from the communications between and among the designated representatives, there must be no communication between the RRFDC or Town of Fort Frances and any representative of the Bidder, and no giving of information with respect to the RFP and the contract.

3. Any attempt on the part of any Bidder, or any of its employees, agents, contractors, sub-contractors or representatives to contact any persons other than the designated representatives with respect to the RFP, or any action or violation of the above requirements, will be grounds for disqualification, and the RRFDC or Town of Fort Frances may, in its discretion, in addition to any other rights or remedies available at law, reject any potential or actual bid submitted by that Bidder. The RRFDC and Town of Fort Frances has a fiduciary responsibility to ensure that such behavior is not permitted and reserves the right to remove from eligibility, the name of any Bidder for failure to comply with the above conditions.

The Bidder declares that this bid is not made in connection with any other Bidder submitting an offer for the same commodity/service and is, in all respects, fair and without collusion or fraud.

**NAME OF ORGANIZATION** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

## Evaluation Grid

### Tenure RFP Grid

Business Name: \_\_\_\_\_

Criteria	Mark	Comments
Experience in web development/multi-media projects	/25	Evaluation will be based on the quality of the web products created as well as the depth of experience each firm has.
Experience working on economic development projects.	/5	Proposals will be evaluated based on the firm's previous experience creating products that forward the development goals of the clients.
Experience working with municipal governments	/10	Firms will be evaluated based on their knowledge and understanding of the unique needs of local governments.
Proposed process	/25	Process will be evaluated based on the proposals ability to meet the varied and broad needs of the municipality, proposed timeliness of development and strategy.
Value for price	/20	Proposals will not be solely scored based on providing the lowest cost. Evaluation will include the activities to be undertaken, expertise of principals and long term investments required to maintain the website.
References from clients	/15	Satisfaction levels from previous clients, management of time and resources and communication.
<b>Total</b>	<b>/100</b>	