



## **SARNIA-LAMBTON ECONOMIC PARTNERSHIP**

### **REQUEST FOR PROPOSALS FOR PROFILING ENTREPRENEURS**

**Request # 2015- 04**

**CLOSING DATE:** 4:00:00 PM Local Time  
Friday, August 14<sup>th</sup>, 2015

**RETURN TO:** Mr. Ted Zatylny, Project Leader  
Sarnia-Lambton Economic Partnership  
Western University Research Park, Sarnia-Lambton Campus  
1086 Modeland Rd., Building 1050, Suite 100  
Sarnia, ON  
N7S 6L2

**REQUEST FOR PROPOSAL 2015- 04- PROFILING ENTREPRENEURS**

**SARNIA-LAMBTON ECONOMIC PARTNERSHIP**

**REQUEST FOR PROPOSAL  
FOR PROFILING ENTREPRENEURS**

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**INVITATION TO SUBMIT PROPOSAL  
For Profiling Entrepreneurs**

You are invited to submit a proposal for research in Lambton County's creative industry sector that will involve gathering information, creating a profile and short video on twelve (12) businesses, and generating a report.

**Details of the scope and deliverables for this request are included in the Requirements Section beginning on page 10.**

The complete request for proposal document is attached for your perusal. Should you have any questions regarding the documents or the process, please contact:

**Mr. Ted Zatylny, Project Leader  
Sarnia-Lambton Economic Partnership  
Western University Research Park, Sarnia-Lambton Campus  
1086 Modeland Rd., Building 1050, Suite 100  
Sarnia, ON  
N7S 6L2**

**Telephone: 519-332-1820  
Fax: 519-332-1686  
E-mail: ted@sarnialambton.on.ca**

## INFORMATION TO PROPONENTS

### 1. INVITATION

Sealed proposals will be accepted until 4:00:00 PM local time, Friday, August 14<sup>th</sup>, 2015 for the report profiling entrepreneurs, more completely described below.

### 2. NATURE OF PROJECT

It is the intention of this request to select a supplier or suppliers who can gather information and create a profile and short video of twelve (12) businesses in a report as detailed below.

### 3. SELECTION CRITERIA

Specific selection criterion shall be used in evaluating the proposals received. More details on the selection criteria are contained herein (please see Selection Criteria).

### 4. SUBMISSION

Proposals must be complete, **on the response forms provided** and include all the requested information. Proposals must be signed by an authorized individual in the required location. Proposals must be sealed in an opaque envelope/package, clearly marked as to contents using the address label included in this package (final page). Proposals sent by e-mail, fax, arriving unsealed or arriving after the stated closing time will not be considered.

Proposals must be delivered to:

Attention: Mr. Ted Zatylny, Project Leader  
Sarnia-Lambton Economic Partnership  
Western University Research Park, Sarnia-Lambton Campus  
1086 Modeland Rd., Building 1050, Suite 100  
Sarnia, ON  
N7S 6L2

All proposals received must remain valid for acceptance up to 90 days beyond the closing date.

### 5. REQUIRED NUMBER OF COPIES

All submissions should include two (2) hard copies and one (1) electronic copy of the complete proposal.

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### 6. ACCEPTANCE AND AWARD OF CONTRACT

Sarnia-Lambton Economic Partnership reserves the right to accept any proposal, in whole or in part, that they feel most fully meets the selection criteria. Therefore, the lowest cost proposal, or any proposal may not necessarily be accepted. Staff will evaluate all compliant proposals received by the closing time and make evaluations and recommendation(s) for acceptance if deemed appropriate.

### 7. DELIVERY

The successful Proponent will be required to deliver all proposed components in harmony with a specific schedule further described within this document. The time required to create and deliver the components of this requirement is an important factor and will be considered during the evaluation process.

### 8. PROCESS SCHEDULE

It is anticipated that the following schedule will be followed in regard to this process:

RFP Issued	August 5 <sup>th</sup> , 2015
Deadline for posing questions	August 12 <sup>th</sup> , 2015
Deadline for receiving responses	August 14 <sup>th</sup> , 2015
Selection of preferred vendor	August 14 <sup>th</sup> , 2015
Signing of agreement	August 14 <sup>th</sup> , 2015
Commence work	August 17 <sup>th</sup> , 2015
Draft profiles and videos	September 18 <sup>th</sup> , 2015
Final profiles and videos	September 25 <sup>th</sup> , 2015
Project Complete	September 25 <sup>th</sup> , 2015

Sarnia-Lambton Economic Partnership reserves the right to amend the schedule as required should it be deemed necessary.

### 9. SALES TAXES

The quoted prices shall show all applicable H.S.T.

### 10. CLARIFICATION

Should a Proponent find discrepancies in or omissions from these Proposal Documents, or should there be any doubt as to their meaning, inquiry should be made to the Project Leader, ted@sarnialambton.on.ca. Should a correction, explanation, or interpretation be necessary or desirable, a written addendum will be issued to all proponents. Addenda issued during the period prior to the closing date of the RFP are to be considered part of these Proposal Documents. Questions will be received until close of business on August 12<sup>th</sup>, 2015. A list of questions posed and responses will be broadcast to registered respondents by August 14<sup>th</sup>, 2015.

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### 11. RESERVATIONS

Sarnia-Lambton Economic Partnership reserves the right to accept any proposal in whole or in parts thereof judged most satisfactory, without liability on the part of Sarnia-Lambton Economic Partnership.

Sarnia-Lambton Economic Partnership reserves the right to reject any or all proposals. The lowest priced proponent will not necessarily be awarded a contract.

Sarnia-Lambton Economic Partnership reserves the right to cancel this process at any point without liability. Sarnia-Lambton Economic Partnership will not be held responsible for any cost incurred by any proponent associated with preparing or submitting a proposal for this project, should the proposal be rejected or the process cancelled.

Proposals which are incomplete, conditional, and obscure or which contain unrelated additions not called for, erasures, alterations and irregularities of any kind may be rejected.

Sarnia-Lambton Economic Partnership reserves the right to negotiate any aspect of the requirements and any aspects of a response with a preferred proponent or any proponent.

### 12. QUALIFICATION OF PROPONENTS

Sarnia-Lambton Economic Partnership requires that all proponents will be able to furnish satisfactory evidence that they have the ability, experience, capital, and resources to enable them to execute and complete the contract successfully. Proponents must be able to clearly demonstrate that they have provided similar services to comparable organizations within the past twenty four months.

### 13. SUB-CONTRACTING

Proponents must disclose any sub-contractors that they propose to employ in the performance of this contract. Sub-Contractors may not be changed after award of the Contract without written permission from Sarnia-Lambton Economic Partnership. Proponents must clearly indicate if any of the required work is proposed to be completed outside of Canada.

### 14. PRICES AND BUDGETS

Sarnia-Lambton Economic Partnership has a strictly defined budget of \$20,000 for the work defined in this document and reserves the right to change the scope of this RFP to bring the proposal price within the available budget limits. Should it be determined that the changes in the scope of the RFP are of sufficient magnitude, then either or both parties may cancel it. Then, at their individual discretion, either party may commence a new process in order to complete the project within their respective budget limit.

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### 15. PAYMENT

Sarnia-Lambton Economic Partnership must be billed directly by any successful proponent. Upon the completion of the total work under this request, to the satisfaction of the recipient, the successful proponent will submit an invoice in duplicate. Subject to any discrepancies or deficiencies, the recipient shall pay 100 percent of an approved invoice received within 30 days after the invoice date, or the proponent's usual terms, whichever is of more benefit to the recipient. Both parties independently will consider establishing certain milestones to allow for progress payments during the course of the project. **Neither party will consider a retainer fee or any amount of money in advance of performance.**

### 16. PRESENTATION

When requested by the Project Leader, proponents may be required to prepare a short presentation that highlights their proposal at the Sarnia-Lambton Economic Partnership office. This presentation may assist the evaluators in selecting the successful proponent(s).

### 17. CONTRACTS

The successful proponent(s) will be required to enter into a formal agreement(s).

### 18. SUPPLIER STATUS

The successful proponent(s) shall be considered a supplier of services to Sarnia-Lambton Economic Partnership. At no time will the proponent, or any individual acting for the proponent, be considered an employee of Sarnia-Lambton Economic Partnership.

### 19. OTHER INFORMATION

Sarnia-Lambton Economic Partnership reserves the right to require proponents to produce any of the following:

- Appropriate insurance certificates;
- WSIB clearance certificate or proof of exemption;
- Financial and corporate information; and
- Other additional assurances or protections as deemed necessary Sarnia-Lambton Economic Partnership.

### 20. OWNERSHIP OF DOCUMENTATION AND FREEDOM OF INFORMATION

The information submitted in response to this RFP will be treated in accordance with the relevant provision of the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be used solely for the purposes stated in the RFP. The proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in the RFP. Proponents should clearly indicate in their submission which parts, if any, are exempt from disclosure under

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the Municipal Freedom of Information and Protection of Privacy. Any submitted proposal shall immediately become the property of Sarnia-Lambton Economic Partnership.

At **minimum**, proponents should expect that the names and addresses of all proponents including the names of individuals involved and full cost of proposals will be publically disclosed.

### 21. RIGHT TO AMEND REQUIREMENTS

Upon awarding the contract based on the information submitted in proposals received, Sarnia-Lambton Economic Partnership reserves the right to work with the successful proponent(s) to modify any of the proposal components outlined in the RFP that are agreeable to all parties. In the event that the chosen supplier(s) fail(s) to act in good faith by refusing or failing to negotiate, or fail(s) to fulfill the intent of the RFP, or to execute the negotiated agreements within 15 business days of the award, the supplier(s) will be considered to have abandoned all rights and interest in the contract award and the award may be cancelled without penalty. The award may then be made to the next highest ranked proponent(s) or all proposals may be rejected at the sole discretion of Sarnia-Lambton Economic Partnership.

### 22. INSURANCE

Successful Proponents will be required to provide the following insurance requirements:

#### Insurance

A certificate of insurance or a certified copy of the Proponent's policy shall be provided showing coverage for at least the following limits:

- i) Comprehensive liability insurance providing bodily injury limits of at least \$2,000,000 per person and accident, and providing for property damage of at least \$2,000,000 in any one incident.
- ii) The liability insurance shall be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse during duration of the Contract without 30 days prior written notice to Sarnia-Lambton Economic Partnership.
- iii) Sarnia-Lambton Economic Partnership shall be added to the policy as additional insured parties related to the work being provided within this request.

### 23. DESIGNATED OFFICIAL

For the purpose of this requirement, Erin White, Program Administrator, is the “Designated Official” and shall perform the following functions:

*Releasing, recording, and receiving proposals, recording and checking of submissions; answering queries from perspective proponents, considering extensions of time. In*



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*addition, reviewing of proposals received, ruling on those not completely meeting requirements and coordinating the evaluation of the responses.*

### 24. LIMITATION OF LIABILITY

Sarnia-Lambton Economic Partnership enforces strict code of ethics and attempts to always be fair in evaluating and awarding contracts resulting from any bidding process. By submitting a proposal, bidders agree that Sarnia-Lambton Economic Partnership will not be held liable for any amount in excess of the amount required to prepare and submit a quotation in the event that either party is found to have erred in any manner in the award of any contract related to this RFP request.

### 25. RIGHT TO DENY BIDDING ON FUTURE REQUESTS FOR SERVICE

Sarnia-Lambton Economic Partnership reserves the right to deny any successful bidder the right to respond to any future Request for Quotation, Tender or Proposal in the event of poor performance. For greater clarity, Sarnia-Lambton Economic Partnership will monitor the performance of any successful bidder and shall provide written notice of any deficiencies of service. Should deficiencies be persistent or of a significant nature, in addition to the right to terminate the contract, the party will advise the successful bidder that their poor performance has rendered them ineligible to compete for similar future requirements on any future initiative.

### 26. CONFIDENTIALITY

Proponents should note that the scope of work within this RFP could require that the successful proponent work with private, personal or confidential information. Any successful Proponent will be required to sign a confidentiality agreement in which they agree to protect information which they are provided access to and to keep it confidential in perpetuity.

## **REQUIREMENTS, SARNIA-LAMBTON ECONOMIC PARTNERSHIP**

### **1. MAIN OBJECTIVE**

The scope of work necessary under this request requires the vendor to gather information on twelve (12) successful Creative Industry entrepreneurs from across the County of Lambton that are each in different sectors of the Creative Industries. The twelve (12) Creative Industry entrepreneurs will be chosen based on a criteria sheet created by the vendor and approved by SLEP. The information gathered by the vendor will be used to create a profile of 1,000 words and short video of 3 minutes on each of the twelve (12) businesses in a report. More detailed information about the specification of the report, short videos, and criteria sheet can be found under the section called “Deliverables”.

### **2. BACKGROUND**

The County of Lambton has developed a Cultural Plan, approved by County Council entitled “Building a Creative Economy”. The Cultural Plan for Lambton County establishes an overall vision, strategies, and actions to guide cultural development in the county over the next five to ten years. The County of Lambton believes creativity, culture, and quality of place are fundamental to building a sustainable, prosperous, and diversified economy in Lambton County and providing a superior quality of life for our residents.

Sarnia-Lambton Economic Partnership (SLEP) has received a grant from the Government of Ontario through the Labour Market Partnership (LMP) program and funding through various partners that involves examining the potential for local economic and community development by using Social Enterprise and the Creative Industries as a development model for new and different businesses.

SLEP hired a vendor to complete a baseline analysis that established current characteristics of the creative sector within the County of Lambton and after all deliverables were met, the vendor provided a report and database. The report included information on the current activity in the Creative Industry sector in the County of Lambton and the database listed 1000-1200 members in the Creative Industries in the County of Lambton.

The definition of the Creative Industry sector for the purpose of this project was determined between the former vendor and SLEP. It is a broad definition that includes all possible elements from “The Creative Economy – How People Make Money from Ideas” by John Howkins, 2001, and “Cultural Resource Mapping: A Guide for Municipalities” by the Government of Ontario, 2010. A list of sectors included in this definition are provided in the next section “Deliverables” under ‘Creative Industry entrepreneurs’.

In order to assist this effort, SLEP requires a report profiling twelve (12) successful Creative Industry entrepreneurs in the County of Lambton that will be used to market these

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businesses and showcase examples of successful entrepreneurs in the Creative Industries in our community.

By Creative Industry entrepreneurs we mean those who are directly employed in the Creative Industries in the County of Lambton in the following sectors:

- Advertising,
- Architecture,
- Art,
- Community Cultural Organizations,
- Crafts,
- Cultural Facilities and Spaces,
- Cultural Heritage,
- Culture Retail,
- Design,
- Digital Media,
- Fashion,
- Festivals and Events,
- Film,
- Interactive and Digital Media,
- Internet Publishing and Broadcasting,
- Music,
- Natural Heritage,
- Performing Arts,
- Publishing,
- Research and Development,
- Software,
- Toys and Games,
- TV and Radio,
- And Video Games.

The twelve (12) successful Creative Industry entrepreneurs in the County of Lambton that will be profiled and have a short video in the report will be decided upon between the vendor and SLEP. Each of the twelve (12) entrepreneurs that are chosen will be from a different sector in the Creative Industries and across the County of Lambton. The twelve (12) successful entrepreneurs profiled in the report will be taken from the 1000-1200 member database that SLEP contains

A criteria sheet will be designed and utilized by the vendor to assist them in selecting the twelve (12) Creative Industry entrepreneurs that are considered successful. The vendor will use the criteria sheet to rate the Creative Industry entrepreneurs that were provided to them from SLEP's database and, from these results, select the twelve (12) entrepreneurs to be profiled. The vendor will confirm the final twelve (12) entrepreneurs with SLEP before beginning their work.

### 3. DELIVERABLES

→ 12 magazine format articles, 1,000 word maximum, one each for the selected twelve (12) successful Creative Industry entrepreneurs. Each article shall include:

- Name of the business,
- Owner(s),
- Location,
- Date it Opened,

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- Links to website or social media sites,
- Contact information,
- Background information,
- What they do,
- Picture of the business and/or owner,
- Short Video,
- Challenges,
- And Advice.

The short video content (maximum 3 minutes) will profile the selected Creative Industry entrepreneurs, with the exact content of the video being decided between the vendor and SLEP. The final report shall include: title page, executive summary, table of contents, profile of twelve (12) entrepreneurs, short video of twelve (12) entrepreneurs, and any required acknowledgements or references.

#### 4. ADDITIONAL RESOURCES

There are two resources that the vendor should review as a general guideline to what the report should include and look like. One resource is “Canada’s 10 most remarkable small businesses” published by The Globe and Mail. This resource provides a good example of what content to include on a profile of creative businesses. An electronic copy of this article can be viewed from The Globe and Mail website:

<http://www.theglobeandmail.com/report-on-business/small-business/sb-tools/top-tens/remarkable/article20557482/>

A second resource that provides a general guideline on what the report should look like and another option on how to organize the content of the profiled businesses is the magazine called “Ottawa Profiles of Success” published by Coyle Publishing Inc. An electronic copy of the magazine can be viewed from Ottawa Profiles of Success website:

<http://www.profilesofsuccessmagazine.com/>

At no point should either of these two resources or the list of what to include in the report be considered exclusionary. SLEP accepts a variety of formats and content inclusion suggestions from the vendor. These two resources are merely a guideline to provide the vendor with a better concept of what SLEP is requiring to be done.

#### 5. FORMAT

The finished report profiling twelve (12) successful Creative Industry entrepreneurs in the County of Lambton shall be delivered in electronic form (Microsoft Word, and pdf versions) as well as a printed hard copy to SLEP. The short video content shall be delivered electronically in mpeg or mov format.

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### 6. DUE DATES AND APPROVALS

An approval and release will be obtained by the vendor from each of the twelve entrepreneurs to allow unrestricted use of the materials by SLEP.

The draft profiles and video will be delivered to SLEP by September 18<sup>th</sup>, 2015 for approval.

Completed profiles and videos shall be delivered to SLEP no later than September 25<sup>th</sup>, 2015.

### 7. CUSTOMIZATION & DEVELOPMENT

Proponents should clearly indicate which of the required elements are not included in the standard price but are available through customization. **Proposals must clearly indicate the full cost of any customized addition and the required timeline to develop, test and deploy the addition or customization.** In the final analysis, Sarnia-Lambton Economic Partnership will determine which of the items listed as in addition to the basic cost of the proposal that it intends to add immediately. Sarnia-Lambton Economic Partnership also reserves the right to add any proposed additions/customizations at the proposed price within **24 months** of the award of a contract to a successful proponent.

Proponents should clearly indicate that SLEP maintains ownership of any custom developed items.

### 8. COMPANY PROFILE

Provide a profile of the company submitting the proposal. List the length of time in business, the principals involved and a sampling of similar projects that the organization has undertaken.

### 9. REFERENCES

Proponents should provide a minimum of three (3) references dealing with municipal governments. Preference will be given to proponents with Ontario experience, particularly with using Social Enterprise as a development model.

### 10. RESUMES

Proponents shall include resumes of all key personnel they propose to use in the completion of this project, if applicable.

### 11. METHODOLOGY

Proposals will clearly describe the process that would be undertaken in completing this project and the unique or innovative components that the specific proposal incorporates.

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### 12. EXPERIENCE

Proponents should list and provide links to similar projects that they have completed within the past 24 months.

### 13. PRICING

Proposals should include hourly rates for all individuals who might be employed on the project. In addition any and all ancillary charges, including mileage, per diems, telephone calls etc., shall be clearly stated. **The proposal shall also include an “upset limit” which shall be a maximum amount that will not be exceeded in completing the project.** The upset limit must include all incidental and miscellaneous charges.

Clearly indicate all costing elements including:

- Standard rate per hour;
- Disbursements;
- Applicable taxes; and
- Other

### 14. BUDGET

Sarnia-Lambton Economic Partnership has set aside a budget of \$20,000 for this project.

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**15. SELECTION CRITERIA**

Proposals will be evaluated using the following weighted criteria:

<b>Criterion</b>	<b>Considerations</b>	<b>Maximum Points</b>
Understanding of the scope and objectives	Clearly demonstrates an understanding of the expected outcomes and the role of the report/guide in the benefits to the local economy.	10
Qualifications	Qualifications of the proponent and individual team members as it relates to this project.	25
Experience	Level of experience demonstrated by the proponent in gathering information and seeking funding start-up ventures to write a guide for entrepreneurs in this field.	25
Schedule and Budget	Approach, strategy, work plan (including time and effort for each team member), schedule and budget to be outlined in the submitted Proposal.	10
Total cost of the proposal	Total cost of gathering information and writing the report/guide.	30

It is the intent that these criteria be used in evaluating the proposals received. However, Sarnia-Lambton Economic Partnership shall be the sole judge as to the evaluation of proposals received. No correspondence shall be entered into regarding the evaluation of any proposal or its comparison to other proposals received. Sarnia-Lambton Economic Partnership also reserves the right to alter or adjust the selection criteria should it be deemed necessary.

Those proposals that do not achieve a minimum of 70 points will not be considered to have achieved the minimum qualifications score. Consequently, those Proponents will not be contacted for an interview.

## SAMPLE CONTRACT

THIS AGREEMENT made in duplicate, this [ ] Th. Day of [ ], 201[ ]

BETWEEN:

(insert name of vendor),  
(herein referred to as “the Contractor”)  
OF THE FIRST PART,

-and-

SARNIA LAMBTON ECONOMIC PARTNERSHIP,  
(herein referred to as “SLEP”)  
OF THE SECOND PART

### **AGREEMENT TO PURCHASE SERVICES**

WHEREAS SLEP desires to purchase services from the Contractor;

WITNESSETH that, in consideration of the mutual covenants herein set out, the Contractor and SLEP each agree with the other as follows:

#### 1. Engagement

SLEP hereby engages the Contractor, which engagement the Contractor hereby accepts subject to general supervision and pursuant to the orders, advice and direction of SLEP.

#### 2. Duties

The Contractor shall perform such duties as are set out in the attached appendix “A” and such duties as may be assigned by SLEP from time to time. In all cases, work performed shall be in accordance with all the terms and conditions of this agreement and the original signed Request for Quotation, which is herein referred to as appendix “A”

#### 3. Term of Purchase

The term of this Agreement shall be a period of one year, commencing August 14<sup>th</sup>, 2015 and expiring August 14<sup>th</sup>, 2016. Further, with the agreement of both parties, this agreement may be extended for a period not to exceed one year. Only one extension will be allowed. Under no circumstances will this agreement extend more than three years beyond the date of signing.



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### 4. Compensation

SLEP shall pay the Corporation the full amount of any approved invoice submitted within 30 days of receipt. Payment shall be subject to the invoice being in accordance with the prices agreed upon in appendix “A” and the work being completed in a satisfactory manner.

### 5. Termination by Sarnia-Lambton Economic Partnership

SLEP reserves the right to terminate this contract with or without cause as indicated within the terms and conditions of appendix “A”.

### 6. Headings

Section headings are not to be considered part of this Agreement and are included solely for convenience of reference. Section headings are not intended to be the full or accurate description of the contents thereof.

### 7. Provisions Severable

If a court or other lawful authority of competent jurisdiction declares any provisions of this Agreement invalid, illegal or unenforceable, this Agreement shall continue in full force and effect with respect to the other provisions. All rights and remedies under such provisions shall survive any such declaration.

Any invalid, illegal, or unenforceable provisions shall, to the extent permitted by law, be severed and replaced by a valid, legal and enforceable provision which comes as close as possible to the intention underlying the severed provision, as may be agreed upon in writing by the parties.

### 8. Entire Agreement

This Agreement and any attachments hereto, constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions of the parties hereto.

### 9. Modification

No modification or waiver of this Agreement shall be binding upon the parties hereto unless in writing and executed by a signing officer, authorized by and with the power to bind the corporation of each of the parties hereto.

### 10. Waiver

No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or of the breach of any other provision of this Agreement. No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or the consent excusing the breach is in writing and signed by the party that is purported to

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have given such waiver or consent. No delay or omission on the part of any party to this Agreement to avail itself of any right it may have under this Agreement shall operate as a waiver of any such right. No waiver or failure to enforce any of the provisions of this Agreement shall in any way affect the validity of this Agreement or any part thereof.

### 11. Non-Assignment

The Contractor shall not assign or transfer, directly or indirectly, this Agreement or any right, benefit, obligation or liability of the Vender under this Agreement, without the prior written consent of SLEP. The consent of SLEP may be withheld by SLEP in its sole discretion or granted subject to such terms and conditions as SLEP may agree.

### 12. Personal Services

This Agreement is an agreement to purchase personal services offered by the Contractor to SLEP. The Contractor shall at no time, be considered an employee of SLEP and the Contractor shall not hold itself out as an employee, servant, agent or partner of SLEP.

### 13. Liability and Indemnification

SLEP, its officers, employees, independent contractors, subcontractors, agents or assigns shall not be liable to the Contractor or any of its representatives for any losses, expenses, costs, claims, damages and liabilities arising out of or by reason of or attributable to the Contractor's services or performance of its obligations under this Agreement.

The Contractor shall indemnify and save harmless SLEP and its employees, officers, agents, assigns, independent contractors and subcontractors from all costs, losses, damages, judgments, claims demands, suits of actions, causes of action, contracts or other proceedings of any kind or nature based on, occasioned by, or attributable to, anything done or omitted to be done by the Contractor or its representative in connection with this Agreement or the performance of this Agreement.

### 14. Workplace Safety Insurance Board

Prior to commencing work, and every 60 days as required by the act, the Corporation shall provide evidence of compliance with the requirements of the Province of Ontario with respect to workplace Safety Insurance Board regulations.

### 15. Occupational Health and Safety Act

The parties hereto agree that SLEP hereby hires the services of the Contractor because of the specialized expertise offered by the Contractor. The Contractor is aware of the obligations placed on it under the Occupational Health and Safety Act, and the Regulations thereto. The Contractor agrees to comply with all aspects of the Occupational Health and safety Act and all of the Contractors associated responsibilities, as outlined in the 'information to bidders', as included in appendix "A".

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Any violation of the Act or Regulations shall be viewed by SLEP as a serious breach of this Agreement. The Contractor accordingly shall be held responsible for strict compliance with the Act and Regulations aforesaid, and shall hold the SLEP harmless for all negligent or willful violation of the same.

16. Notice and Communication

Notices and communications regarding this agreement shall be in writing and shall be delivered by hand, courier or facsimile machine. Notice by hand delivery shall be deemed to have been received when delivered by hand. Notice by courier shall be deemed to be received on the date that such courier delivery occurs, or when the initial attempt to deliver is made. Notice by facsimile machine, will be deemed to be received when sent, provided that there is confirmation that the transmission was successful. Notices sent after normal business hours, shall be deemed to have been received on the next business day, or when confirmed by the receiving party, whichever is sooner.

All notices and communication shall be forwarded to the following addresses. Any party may change its addresses by forwarding notice of same in accordance herewith.

Sarnia-Lambton Economic Partnership  
1086 Modeland Road, Building 1050, Suite 100  
Sarnia, Ontario  
N7S 6L2

Attention: (insert name)  
Phone: (519) \_\_\_\_\_  
Facsimile: (519) \_\_\_\_\_

Attention: (insert name)  
Phone: (519) \_\_\_\_\_  
Facsimile: (519) \_\_\_\_\_

IN WITNESS WHEREOF both the Contractor and SLEP have hereunto set his/her hand and seal.

SIGNED, SEALED AND DELIVERED

In the presence of

**VENDOR**

\_\_\_\_\_  
Witness

In the presence of

\_\_\_\_\_  
SARNIA-LAMBTON  
ECONOMIC PARTNERSHIP

\_\_\_\_\_  
Warden

\_\_\_\_\_  
Clerk

**REQUEST FOR PROPOSAL 2015- 04- PROFILING ENTREPRENEURS**

APPENDIX “A”

Insert complete description of work to be provided and attach the original signed tender or quotation.

SARNIA-LAMBTON ECONOMIC PARTNERSHIP  
RFP FOR A CREATIVE INDUSTRY GUIDE

**BID RETURN LABEL**

**SEALED PROPOSAL**

Name of  
Proponent \_\_\_\_\_

SARNIA-LAMBTON ECONOMIC PARTNERSHIP  
WESTERN UNIVERSITY RESEARCH PARK  
1086 MODELAND ROAD, BUILDING 1050, SUITE 100  
SARNIA, ON  
N7S 6L2

**ATTENTION:  
MR. TED ZATYLN  
PROJECT LEADER**