

REQUEST FOR PROPOSALS

RACING UNDER SADDLE ONTARIO (RUS)

March 5, 2014



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1. INTRODUCTION

1.1 OVERVIEW

- 1.1.2 Ontario Harness Horse Association (OHHA), in the Province of Ontario, invites prospective Consultants to submit their proposals to develop a business case for marketing services, as required for RUS Ontario.
- 1.1.3 As part of their submission, the proponents are required to provide certain information, including:
- Name, address and description of the proponent, with emphasis on factors relevant to the criteria outlined in the RFP
 - A statement of the proponent's understanding of the Request for Proposals
 - All information required to present the Proponent's background, the Proponent's overall qualifications to provide Services to Develop the business case, and the qualifications / resumes of the Proponent's employees who will provide these services.

Specific requirements for submission of Request for Proposals included in Section 5.2.

A detailed description of the desired work is provided below in Section 4.

1.2 INSTRUCTION TO PROPONENTS

The proponents shall examine all of the documents comprising this RFP and shall report any errors, omissions or ambiguities as soon as possible and, in any event, at least seven (7) days prior to the Closing Date. If necessary and time permits, addenda may be issued by OHHA to all proponents before the Closing Date. Proponents shall not take into consideration in preparing their proposals any instructions or information modifying this RFP, unless such instructions or information has been provided by addendum.

This RFP consists of the following:

1. Introduction
2. RUS Ontario Background
3. Definitions
4. The Assignment
5. Form of Submission
6. Selection Process
7. Terms and Conditions

1.3 ADDENDA

- 1.3.1 Proponents may be advised in writing of any additions to, deletions from, or alterations to this RFP. All Addenda shall become an integral part of this RFP and shall be considered by the proponents in their proposal.
- 1.3.2 Proponents shall be responsible for verifying, before submitting their proposals, that they have received all Addenda that have been issued.

1.4 QUESTIONS AND ANSWERS PRIOR TO THE CLOSING DATE

- 1.4.1 It is anticipated that requests for additional information may be made by proponents during the RFP process. It is the proponent's responsibility to avail itself of all the necessary information to prepare a response to this RFP.
- 1.4.2 Proponents shall direct all questions regarding this RFP in writing, by email on or before 12:00 Noon, Local Time, at a date specified in 6.1, to the following RUS Ontario Contact:

Julie Walker
President
Racing Under Saddle Ontario
35 Crawford Crescent
Campbellville ON L0P 1B0

e-mail: racingunddersaddle@gmail.com

1.5 SUBMISSION OF PROPOSALS

Proponents are required on or before the Closing Date to submit six (6) copies of their proposals in a sealed package, and one (1) electronic version of the proposal on USB. Proposals are to be prominently marked "Proposals for Racing Under Saddle Ontario" with the proponent's full legal name and return address displayed on the face of the proposal package.

1.6 PROPOSAL SUBMISSION DATE

- 1.6.1 Proposals must be received no later than 12:00 noon local time on a date specified in Section 6.1, at:

OHHA/ RUS Ontario

**35 Crawford Crescent
Campbellville ON L0P 1B0**

Attention: Julie Walker, President

- 1.6.2 Proposals must be submitted by the date and time stated above or they will remain unopened. No allowance will be made for postmark or error in delivery

to incorrect address. It is the responsibility of the proponent to ensure timely and correct delivery of proposal.

- 1.6.3 Proponents shall guarantee, in writing, that all submitted proposals will remain valid for a minimum of two (2) months from opening date.

1.7 SELECTION OF PROPONENTS

By issuing this request for proposal, Ontario Harness Horse Association (OHHA) intends to select a Consultant that, through the evaluation process outlined in this document, is found to be the best qualified and most suitable to provide marketing and business case services on a non-exclusive basis at the most economical value to RUS Ontario. OHHA is not required to select the lowest bidder.

1.8 CONTRACT

The selected proponent(s) will be required to enter into an Agreement with OHHA that is satisfactory to RUS Ontario for the development of a Business Case, on a non-exclusive and as needed basis, with no guarantee of any volume of work.

2. OHHA/ RUS Ontario BACKGROUND

BACKGROUND — An interested group of owners, trainers, and drivers of Standardbred horses formed the Ontario Harness Horse Association in 1961. The purpose of the Association was to represent Ontario harness horsemen/horsewomen in negotiations of purses, racing conditions, and all matters affecting the industry as a whole with the tracks, Standardbred Canada, the Ontario Racing Commission, and the Provincial and Federal governments.

When it became apparent that the idea of such an Association was practical and useful, an application was made to the Provincial Secretary to incorporate the Association. On the first (1st) day of February 1962, a Charter was issued in the name of ONTARIO HARNESS HORSEMEN'S ASSOCIATION.

The main objectives of the Association as set out in the Charter are to encourage, improve, and promote the breeding, and racing of trotting and pacing horses. The incorporating members and first directors of the Association as shown on the Letters Patent were Leslie Ehrlick, Hugh Thomas McConkey, and James Harold Holmes.

On January 19, 1992 an application was made and approved by the Provincial Secretary to have the name Ontario Harness Horsemen's Association changed to the Ontario Harness Horse Association.

Racing Under Saddle (RUS) Ontario has been created by active members in harness racing to expose the racing public to Monte trotting, also known as "Racing under Saddle", or "RUS". RUS Ontario in partnership with Standardbred Canada has sanctioned "RUS" monte trotting and provides qualifying standards and qualifying races (through various tracks) for horses and jockeys choosing to participate. More Information visit the RUS Ontario website, www.rusontario.com

3. DEFINITIONS

“Agreement” means an agreement (including an engagement letter) between Ontario Harness Horse Association (for RUS Ontario) and the Consulting Service Provider.

“Closing Date” means 12:00 noon local time, on a date specified in section 6.1.

“RUS” means Racing Under Saddle Ontario

“RFP” means the Request for Proposals issued by for the Services, and any addenda thereto.

“Selection Committee” means the committee comprised of the Board of RUS Ontario and other advisors as required.

“Services” means the management services that are to be provided and are described in a general manner in section 5.1 of this RFQ.

“Service Provider” means the proponent selected by the Selection Committee and with whom OHHA has negotiated and entered into an Agreement.

All other capitalized words and phrases shall have their corresponding meaning found in the RFQ, unless the context herein otherwise requires.

4. ASSIGNMENT

4.1 SCOPE

4.1.1 OHHA requires a potential vendor to provide consulting services to develop and create a formal business case for RUS Ontario, reporting directly to the Government and Media Coordinator of RUS Ontario and working in cooperation with other RUS Ontario Board Members as needed basis:

4.1.2 The potential vendor would provide support in a to the Government and Media Coordinator of RUS Ontario who has overall responsibility for the development and creation of a proper business case.

4.2 CONSTRAINTS

The volume of work related to this RFP is expected to start at the equivalent of 2 full-time positions, but will reduce on a diminishing basis as resources are put in place. While a certain level of outside consultation services will be required to handle development of new projects, that level is unpredictable at this time. A statement of work will be developed in cooperation with the successful vendor under development of a service agreement.

4.3 CONTRACT SPECIFICATIONS

The selected proponent will enter into a service agreement with the Ontario Harness Horse Association (OHHA). Provisions of the agreement will include but are not limited to:

- Tangible deliverables
- Time lines
- Progress reporting
- Approval requirements
- Knowledge transfer requirements

The successful proponent understands that their name and some contract information may be supplied to unsuccessful proponents if requested as reasons of non-success.

4.4 CONSULTATION AND BUSINESS SUPPORT SERVICES REQUIRED

Ontario Harness Horse Association (OHHA) for RUS Ontario will require a potential vendor to provide program development services, on an as needed basis:

1. Program management services (or project management services) to address the launch of new business elements (Racing Under Saddle Ontario, RUS) and the ongoing industry consultative process that supports the continued development of RUS Ontario.

2. The potential vendor would provide support in a variety of areas to OHHA for program support services. Such as stakeholder engagement seminars, conducting interjurisdictional research scans, assembling and organizing information, summarizing and deducing relevant facts.

3. The volume of work related to this RFP is expected to start at the equivalent of 2 full-time positions, but will reduce on a diminishing basis as resources are put in place. While a certain level of outside program services will be required to handle development of Racing Under Saddle, that exact level is unpredictable at this time. A statement of work will be developed in cooperation with the successful vendor.

4. The selected proponent will enter into a service agreement with OHHA. Provisions of the agreement will include but are not limited to:

- OHHA staff responsibilities
- Tangible deliverables
- Time lines

- Progress reporting
- Approval requirements

5. The types of administrative and support services, which may be required on an as needed basis, and which a successful vendor should be prepared to provide, can be loosely categorized as follows:

External Communications:

- Content development for in-house preparation of Press and media releases
- Development of Program marketing materials and advertising content
- Coordinating with graphics/print/web suppliers for print production
- Preparation of content to RUS website(s)

Internal Communications:

- Reporting to OHHA Management on a regular basis
- Preparing material on a regular basis to be used to report to the OHHA Board on the development of Program plans and activities, specifically with regards to Racing Under Saddle (RUS).
- Providing support and/or coordinating activities with OHHA, related to marketing and communications initiatives, and coordination of RUS projects

Publications & Content Development:

- Development of new format for Annual Reports on Racing Under Saddle Activities to compare performance to planned goals
- Content development for Annual Reports on Racing Under Saddle
- Industry publication pieces (including content development for industry publication inserts on Racing Under Saddle activities)

Industry Relations:

- Coordination and facilitation of Industry Advisory Groups and Working Groups
- Working with Industry associations on administrative elements managed by stakeholder associations
- Representation for Racing Under Saddle to industry forums and trade fairs
- Fielding enquiries with Industry stakeholders on Racing Under Saddle elements

Financial Planning:

- Development of annual Racing Under Saddle budgets (including five-year forecasts)
- Activity (and meeting) planning schedules

Wagering Development:

- Developing and planning of new wager elements relating to Racing Under Saddle in Ontario
- Special Events management (including planning, execution, and communications)

6. In addition to the general RUS administrative functions outlined above, Racing Under Saddle will have new business initiatives launching in 2014 (and future years) as outlined below.

A successful vendor should be able to support the development of these new initiatives.

- RUS website
- Racing Under Saddle market development programs to encourage increased participation and investment in Ontario
- Development of Performance Measurement Framework for Racing Under Saddle
- Racing Under Saddle Market Development Working Group – with related launch of market development program elements (new owner programs, wagering ideas, sales support programs, etc.)
- Expanded marketing program (including potential for television exposure)
- Corporate sponsorship development

4.5 QUALIFICATIONS AND SKILLS REQUIREMENTS

4.5.1 The provision of Consulting services requires one-or-more individuals that deliver the following knowledge level, skills set and experience.

(a) KNOWLEDGE LEVEL:

Successful proponents for the delivery of Consulting services will be required to provide a solid level of knowledge on industry subject matter, including:

- Foundation knowledge of the horse racing and specifically “Monte” racing in Europe, including the revenue streams that support the

sustainability of the industry, and the relationships between the breeding/production sector(s) and the racing sector(s)

- An understanding of the horse racing and breeding industry structure, including the relationships between stakeholder industry associations, and the role of the regulator for racing in Ontario/ Europe
- General knowledge of comparable herd improvement and/or industry participation incentive programs in other industry sectors (within the horse industry) and/or other racing jurisdictions

(b) SKILLS SET:

Successful proponents for the delivery of Consultation services will be expected to deliver skills and expertise to the identified persons in three general areas:

1. Technical skills

- Advanced level competencies in the use of word processing, spreadsheet financial analysis, and presentation software to support internal and external communications elements for the Services. RUS Ontario uses the Microsoft Office suite of programs for its internal business management needs.
- Financial analysis and forecasting skills to support RUS Ontario budgeting and forecasting requirements
- Skills with desk-based research and preparation of analysis documents that support management and industry planning discussions

2. Reporting / Content Development skills

- Strong written communication skills for a variety of media (print publications, media/industry news releases, website development, marketing and promotional materials).
- Solid reporting skills (both written and verbal) for reporting to RUS Ontario Board of Directors, Governing Bodies, and industry stakeholder groups

3. Facilitation / Presentation skills

- Skills to support industry outreach, including skills that support a customer-service role with industry stakeholders and a representative role to promote participation in the Monte trots in Ontario
- Facilitation skills to support group planning sessions with industry stakeholders

(c) EXPERIENCE:

Successful proponents for the delivery of Business Support services should provide evidence of experience working in the following areas:

- Industry outreach and support for industry development programs
- Working with volunteer-based organizations and industry stakeholder groups
- Facilitation of group planning sessions including preparation of pre-and-post meeting documents and reports
- Program financial management, including preparation of annual budgets and multi-year forecasts
- Development of content for annual reports
- Market development initiatives, with a specific focus on the equine sector. Experience with the horse-racing and breeding sectors would be a specific advantage.

5. FORM OF SUBMISSION

5.1 GENERAL INSTRUCTIONS

- 5.1.1 Proponents shall structure their proposals in accordance with the requirements of Section 4.1 of the RFP.
- 5.1.2 Proposals must demonstrate that the proponent understands the nature of the work to be contemplated and the needs of the OHHA for RUS Ontario in respect of this undertaking.
- 5.1.3 Proponents are to address all requirements of this RFP in order for a proposal to be considered compliant. Proposals that are incomplete or address only a portion of the RFP requirements or fail to comply with this RFP may not be selected. The information required to respond to this RFP is organized below under each of the evaluation criteria. To expedite the evaluation of proposals, proponents should follow the instructions and format accordingly. Each proposal should be prepared simply, with an emphasis on completeness and clarity.

5.2 MANDATORY REQUIREMENTS AND SUBMISSION REQUIREMENTS

- 5.2.1 Each proposal shall include:
 - 1. Name and address of proponent and the primary contact person;
 - 2. A description of the proponent, with emphasis on factors relevant to the services required.
 - 3. A statement that the proponent understands the Request for Proposal.
 - 4. All information required to present:
 - a. the proponent's background;

- b. the proponent's overall qualifications to provide Consulting Services and Business Support services; and
 - c. the qualifications/resumes of the proponent's employees who will provide these services.
5. A listing and brief description of similar Consulting service projects that the proponent has successfully completed.
 6. Names, addresses and telephone numbers of a minimum of three clients or former clients who may be contacted to provide a reference.
 7. A statement of how the Service Provider will approach the implementation of the required services.
 8. A statement showing willingness to demonstrate the use of adequate methodology including process and quality control as well as effective project management.
 9. An estimate of fees and expenses for services, as outlined in section 4, to include a fee schedule for the types of staff assigned to the provision of the services.
 10. Statement from the proponent that it is willing to negotiate, enter into and execute an Agreement ("engagement letter"), satisfactory to OHHA, with the OHHA within the time period specified by OHHA.
 11. Statement on the proponent's ability to meet the purpose, scope and conditions documented in this RFP.
 12. Statement on the proponent's ability to accept responsibility for the level and quality of services to be received and for any breach of the Agreement and/or unsatisfactory services.
 13. Proponents are invited to submit additional information to show the proponent's qualifications and experience in providing consultation services.
 14. Each proposal shall include a list of the names, addresses and telephone numbers of the persons who participated in the development of the proposal.

5.3 PRICING INSTRUCTIONS AND BUDGET GUIDELINES

Proponents should identify cost estimates for the provision of the necessary services, the basis on which those estimates were made and the variables that may affect the estimates.

6. SELECTION PROCESS

6.1 TIMETABLE FOR THE RFP

The timetable for the RFP is set out below. As indicated in Section 7.10 of the RFP, OHHA reserves the right to alter the timetable, as OHHA may determine in its sole and absolute discretion.

RFP Available to proponents	March 5, 2014
Last Date for questions	March 17, 2014
Closing Date for Submissions	March 21, 2014
Selection of Service Provider	March 28, 2014

6.2 PROPOSAL EVALUATION

6.2.1 The RUS Ontario Board Member assigned to direct the RFP, mentioned in section 1.4, will conduct a review of all proposals to determine in OHHA's sole and absolute discretion which proposals include all of the information required by the RFP and having met all of the mandatory criteria and submission requirements of the RFP. The directing member will then submit these proposals to the selection Committee.

6.2.2 The directing employee will use the following chart to document reasons of disqualification:

Proponent	Disqualification Reason	Date

6.2.3 The selection of proponents will be based on a point ranking. The Selection Committee may, in their sole discretion, compile a short-list of no more than 3 (three) proponents that scored the highest on the evaluation criteria from whom the highest ranked proposal(s) will be selected in accordance with the RFP.

6.3 SELECTION CRITERIA

6.3.1 The Selection Committee will evaluate proposals through predetermined criteria (see section 6.3.6).

6.3.3 Points will be assigned to each proposal based on the information supplied by the proponents along with the reference checks as further described in this RFP.

6.3.4 The assessment of points shall be based upon the professional judgment of the Committee from their reviews of the documentation provided in the

proposals and clarification thereto. All the discussions by the Selection Committee shall be kept confidential.

- 6.3.5 This process will enable the Selection Committee to assess the proponent's qualifications and to select the proponent that, in OHHA's sole and exclusive determination, best meets its service delivery requirements for this RFP.
- 6.3.6 The respective weighting of the evaluative criteria is as set out below:

Criteria	Weighting
<p>1. <i>Proponent Experience and Qualifications</i></p> <ul style="list-style-type: none"> • Proponent understanding of the work to be performed • Proponent experience with similar assignments • Capacity of the Service Provider to perform the scope of work 	30%
<p>2. <i>Pricing - Competitive Fees and Expenses</i></p> <ul style="list-style-type: none"> • Cost, although a factor, may not be the dominant factor. Cost is particularly important when all the other evaluation criteria are relatively equal. 	30%
<p>3. <i>Proponent Skill -</i></p> <ul style="list-style-type: none"> • Proponent Skills and Knowledge of Staff dedicated to the Assignment • The quality of the Service Provider's professional personnel to be assigned to the engagement. Individual qualifications and experience will be evaluated - including resumes, references, and letters of recommendation. • Quality of the Service Provider's management support personnel to be available for consultation. 	30%
<p>4. <i>Quality of Proposal</i></p>	10%

- 6.3.7 The Terms and Conditions provided in Section 7 will be used in the receipt of qualifications and selection of the successful Service Provider.
- 6.3.8 During the evaluation process OHHA reserves the right to request additional information or clarifications from proponents or to allow corrections of errors or omissions. Service Providers submitting proposals may be requested to make oral presentations as part of the evaluation process.
- 6.3.9 OHHA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Service Provider of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between OHHA and the Service Provider selected.

6.4 AGREEMENT

OHHA will advise, in writing, the proponent of their selection as Service Provider more soon as reasonably possible but not later than at a date specified in 6.1. The preferred proponent and OHHA shall enter into discussions to negotiate an Agreement for the Services. The selected proponent will be required to enter into and execute an Agreement with OHHA by a date to be determined by OHHA.

If the selected proponent fails or refuses to negotiate and execute an Agreement with OHHA by the date specified, OHHA reserves the right, in its sole and absolute discretion:

1. to terminate all agreement discussions and negotiations with such proponent;
2. to select another proponent for the Services; or
3. to advertise or call for new proposals for the Services, as OHHA deems advisable.

OHHA shall not be liable for any costs or expenses of any kind that may arise from or be related to the failure or refusal to enter into and execute an Agreement, including where discussions or negotiations are terminated by OHHA.

7. TERMS AND CONDITIONS

- 7.1 Each proposal shall be irrevocable by the proponent and will remain in effect and open for acceptance for a period of two (2) months from the Closing Date.
- 7.2 A proponent may withdraw or substitute all or part of its proposal at any time up to the Closing Date. The last submission received by OHHA shall supersede and invalidate all submissions previously submitted by that proponent for the RFP.
- 7.3 OHHA does not bind itself to accept any proposal and may proceed as, in its sole discretion, it determines following receipt of the proposals. OHHA reserves the right to accept any proposal in whole or in part or to discuss with any proponent different or additional terms to those envisaged in this RFP or in such proponent's proposal.
- 7.4 All costs and expenses incurred by a proponent relating to the preparation or presentation of its proposal shall be borne by the proponent. OHHA is not liable to pay such costs and expenses or to reimburse or to compensate a proponent under any circumstances.
- 7.5 OHHA shall not be responsible for any delays or costs associated with any reviews or the approval process, or with obtaining any regulatory approvals.
- 7.6 Upon the execution of the Agreement, if the Service Provider makes a change in the senior staff assigned to work on the OHHA assignment, and if,

in the opinion of OHHA, this compromises the level of service and quality of work, OHHA reserves the right to cancel the Agreement upon giving 10 days written notice to the Service Provider.

- 7.7 Any written information received by OHHA from a proponent pursuant to a request from OHHA as part of the RFP process shall be considered as an integral part of the proposal.
- 7.8 If it becomes necessary to revise any part of this RFP, or if the proponents require additional data to interpret any of its provisions, the revisions or additional data will be provided to all proponents. If revisions or additional data are necessary after the Closing Date for proposals, revisions or additional data will be provided only to those proponents who have submitted responses and met the mandatory requirements and submission requirements. Such proponents will then have the opportunity to modify their proposal on such items as OHHA may specify.
- 7.9 No news release or interview with media pertaining to this RFP shall be issued without the prior written approval of OHHA.
- 7.10 OHHA has the right to:
- a. reject any or all of the proposals;
 - b. accept any proposal in whole;
 - c. if only one proposal is received, elect to accept or reject it;
 - d. elect not to proceed with the Services at all as it so determines in its sole and absolute discretion;
 - e. alter the schedule, proposal call process or procedures or objective of the Services or any other aspect of the RFP, as it may determine in its sole and absolute discretion; or
 - f. cancel, then advertise or call for new proposals for the Services.
- 7.11 OHHA shall not be liable for any expense, cost, loss or damage incurred or suffered by any proponent, or any person connected with any proponent, as a result of any such action, amendment, modification or withdrawal. Without limiting the generality of the foregoing, the rejection of any or all proposals shall not render OHHA liable for any costs or damages.
- 7.12 OHHA reserves the right to request the clarification of the contents of any proposal. OHHA may choose to meet with some or all of the proponents to discuss aspects of their respective proposals. OHHA may require proponents to submit supplementary documentation clarifying any matters contained in their proposals and seek the respective proponent's acknowledgement of that interpretation. OHHA is not obliged to seek clarification of any aspect of a proposal.
- 7.13 It is the nature of this RFP process that this RFP and/or the submission or the proposal in response to the RFP will not constitute a binding agreement, but will only form the basis for the negotiation of the terms upon which OHHA and the preferred proponent will enter into an Agreement, and does not mean that the proposal is necessarily totally acceptable in the form submitted. After the

selection of the proposal, if any, OHHA has the right to negotiate the terms for an Agreement with the preferred proponent, and, as part of that process, to negotiate changes, amendments or modifications to the preferred proponent's proposal without offering the other proponents a similar opportunity to amend their proposals.

- 7.14 OHHA may, at any time, make public the names of all proponents. Additional information may be released in accordance with the *Freedom of Information and Protection of Privacy Act*. Proponents should identify any information in the proposals for which confidentiality is to be maintained by OHHA. Confidentiality of such information will be maintained by OHHA, except where an order by the Information and Privacy Commission or a Court requires OHHA to do otherwise. The proposal and any accompanying documentation submitted by the proponents prior to the Closing Date shall become the property of OHHA and shall not be returned.
- 7.15 OHHA reserves the right to verify any information from third parties and receive additional information regarding the proponent, its directors, officers, shareholders/owners and any other person associated with the proponent as OHHA may require.
- 7.16 The information provided in this RFP, or issued by way of Addenda, is for reference purposes only, and OHHA and its advisors do not make any representation, warranty or guarantee as to their accuracy. Proponents are required to make their own enquiries and investigations and not to rely on any of the information contained in this RFP or to be issued by way of Addendum.
- 7.17 Proponents are required to maintain the confidentiality of their proposal during the bidding, evaluating and selection periods, up to and including the date of selection of the preferred proponent. Proponents shall take such measures that are necessary to ensure that no information contained in or pertaining to their proposal is released, subject to what may be ordered or required by law, or is expressly permitted by this RFP.
- 7.18 Any attempt on the part of any proponents or any of its employees, agents, contractors or representatives to contact any person other than OHHA contact with respect to this RFP, will be grounds for disqualification.
- In such event, and without any liability, OHHA may, in its sole and absolute discretion, in addition to any other remedies available at law, revoke the proponent's status as a proponent and reject any potential or actual submission submitted by the proponent.
- 7.19 Each proponent's submission shall be submitted without any connection, knowledge, comparison of the figures or arrangement with any other proponent or any employee, agent or representative thereof and each proponent will be responsible to ensure that its participation in this process is conducted fairly and without collusion and fraud.
- In such event, and without any liability, OHHA may, in its sole and absolute discretion, in addition to any other remedies available at law, revoke the

proponent's status as a proponent and reject any submission submitted by the proponent.

- 7.20 All of the provisions of this RFP are deemed to be accepted by each proponent and are incorporated into each proponent's proposal by this reference.
- 7.21 All material, data, information, or any item in any form (including any intellectual property rights derived thereunder) supplied by or obtained from OHHA or derived from any data which the proponent may have acquired in connection with this RFP and the selection and negotiation process under this RFP (collectively, "RFP Information"), both before and after the issuance of the RFP,
- a. is the sole property of OHHA and must be treated as confidential;
 - b. is not to be used for any other purpose other than replying to this RFP and the fulfillment of any subsequent Agreement;
 - c. must not be disclosed without prior written authorization from OHHA; and
 - d. shall be returned by all the proponents to OHHA Contact within ten (10) calendar days of the announcement of the award of the Agreement, provided that if the proponent is awarded the Agreement, the RFP Information shall be returned at the termination or expiry of the Agreement.
 - e. Requests to present data or other information or to publish or present papers derived from work under this RFP in professional journals or in any other type of publication or at professional conferences must be made to OHHA and prior written approval must therefore be obtained in writing from OHHA.
- 7.22 OHHA will advise, in writing, the proponent of their selection as Service Provider as soon as is reasonably possible but no later than a date specified in 6.1. The preferred proponent and OHHA shall enter into negotiations for the Agreement for the Services.
The selected proponent will be required to enter into and execute an Agreement with OHHA that is satisfactory to OHHA by a date to be determined by OHHA.
- If the selected proponent fails or refuses to execute the Agreement by the date determined by OHHA, OHHA reserves the right, in its sole and absolute discretion to:
- a. terminate all negotiations with such proponent;
 - b. select another proponent for the Services; or
 - c. Advertise or call for new proposals for the Services, as OHHA deems advisable.
- OHHA shall not be legally obligated to the preferred proponent unless and until OHHA has executed the Agreement with the successful proponent.

- 7.23 The conditions of the Agreement will include, among other things, the following requirements:
1. The Service Provider shall comply with the law, including the *Occupational Health and Safety Act (Ontario)*, the Ontario Human Rights Code and the *Pay Equity Act (Ontario)*;
 2. OHHA shall hold the intellectual property to all materials, including but not limited to, documents, raw data, research, processes, technology, processes and inventions conceived or produced in the performance of the Agreement and that any moral rights under the *Copyright Act* shall be assigned to OHHA;
 3. invoices will be accepted for payment only upon completion of specific deliverables or milestones to be identified in the Agreement and in accordance with the requirements as are set out in the Agreement;
- 7.25 The successful and unsuccessful proponents shall be so notified by OHHA in writing. If requested in writing by an unsuccessful proponent, OHHA shall arrange for and meet with the unsuccessful proponent for a debriefing of the evaluation of its proposal.