



**Request for Proposal
For
Delivery and Administration of
MUNICIPAL ACCOMODATION TAX MARKETING PROGRAM**

Request for Proposal No.: 26-2025

Issued: Monday December 1, 2025

Deadline to Submit Questions: Friday December 12, 2025

Submission Deadline: Monday January 5, 2026 at 2:00pm CST

Issued by: The Corporation of the Municipality of Red Lake
2 Fifth St, Balmertown, ON

Request for Proposal Contact: Heather Weese
Email: procurement@redlake.ca

1 INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Introduction

The Municipality of Red Lake is a vibrant and resource-rich community located in Northwestern Ontario, approximately 535 kilometres (332 mi) northwest of Thunder Bay and 455 kilometres northeast of Winnipeg, MB. Known as the 'Gateway to the Woodland Caribou Provincial Park', Red Lake is a remote but thriving municipality that serves as the commercial and service hub for the region.

Red Lake is home to 4,095 people (Canada 2021 Census), a diverse population and a strong economic base, primarily driven by the mining, forestry and tourism industries. The municipality includes the communities of Balmertown, Cochenour, Madsen, McKenzie Island, Red Lake, and Starratt-Olsen. Its strategic location in the Canadian Shield provides unique opportunities and challenges in infrastructure development, transportation, and service delivery.

1.2 Invitation to Proponents

This Request for Proposal (the "RFP") is an invitation by the Corporation of the Municipality of Red Lake (the "Municipality") to prospective proponents to submit proposals for Delivery and Administration of MUNICIPAL TRANSIENT ACCOMODATION TAX PROGRAM as further described in Part 4 of the RFP.

This RFP is issued in accordance with the Municipality's Procurement By-law and is subject to applicable trade agreements, including the Canadian Free Trade Agreement (CFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

1.3 No Pricing Requirement

This Request for Proposal is not a fee-for-service competition. No pricing, fee proposal, or cost quotation is required or permitted.

Financial provisions established by the Municipality, including permitted administrative retention and funding caps, remain applicable and binding. These provisions are not considered pricing submissions and shall not be altered or negotiated by proponents.

The purpose of this RFP is solely to select an eligible Tourism Entity to administer the marketing portion of the Municipal Accommodation Tax (M.A.T.) program on behalf of the Municipality of Red Lake.

1.4 RFP Contact

For the purposes of this procurement process, the "RFP Contact" will be:

Heather Weese, Procurement & Resource Planning Specialist
procurement@redlake.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Municipality, other than the RFP contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification or the proponent and the rejection of the proponent's proposal.

1.5 Proponent Eligibility

To be considered eligible, Proponents must meet all of the following criteria:

- Be an eligible Tourism Entity, as defined below:
 - A not-for-profit organization whose mandate includes tourism promotion within Ontario or within a municipality in Ontario; and
 - Use any municipal accommodation tax (MAT) revenue exclusively for the purpose of promoting tourism that supports the Municipality of Red Lake.
- Be a legal entity authorized to conduct business in Ontario.
 - If the Proponent is a corporation, it must be in good standing under the *Business Corporations Act (Ontario)* or registered under the *Business Names Act (Ontario)*.

1.6 Questions and Addenda

Any questions regarding this RFP must be submitted in writing to the RFP Contact by the Deadline for Questions as stated in the RFP Timetable (Section 1.6).

The Municipality will issue written responses and any necessary addenda to registered proponents. It is the responsibility of the proponent to review and acknowledge any issued addenda before submitting a proposal.

1.7 Type of Contract for Deliverables

The selected proponent will be requested to finalize an agreement with the Municipality for the provision of the Deliverables. The Municipality intends to negotiate in good faith with the selected proponent to finalize terms. Any such negotiations will be based on the scope, requirements, and conditions set out in this RFP. The Municipality's intention is to enter into an agreement with one (1) legal entity.

1.8 RFP Timetable

Issue Date of RFQ:	Monday December 1, 2025
Site Visit / Pre-Bid Meeting:	N/A
Deadline for Questions:	Friday December 12, 2025
Deadline for Issuing Addenda:	Friday December 19, 2025
Submission Deadline:	Monday January 5, 2026
Anticipated Execution of Agreement:	January 2026

The RFP timetable is tentative only and may be changed by the Municipality at any time.

1.9 Site Meeting (if deemed applicable by the Municipality)

N/A – not required for this RFP

1.10 Submission of Proposals

All proposals must be submitted in the following method:

- **Electronically:** Via the Municipality's official procurement portal at www.redlake.ca/document-submission-portal/
 - Electronic submissions must be received prior to 2:00pm local time (Central Standard Time) on the closing date.
 - Proposals shall be submitted in PDF format where feasible to ensure compatibility and document integrity.

It is the responsibility of the Proponent to confirm that the Municipality has received the Proposal.

Late Proposals will not be accepted or considered under any circumstances. The Municipal office clock determines the official closing time of the Proposal Call.

The RFP Contact may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in Section 1.8.

1.11 Proposal Submission Requirements

All submitted Proposals must include the items on the proposal submission checklist as described in Part 4.

If a Proposal is submitted jointly by two or more legal entities, the word “Proponent” shall mean each and all such legal entities, and the undertakings, covenants, and obligations of such joint Proponents in the Proposal and any contract awarded thereunder shall be both joint and several.

1.12 Amendment of Proposals

Updated proposals may only be submitted prior to the submission deadline as specified in Section 1.6, RFP Timetable. Proposals submitted after this deadline will not be accepted.

If a proponent wishes to amend a previously submitted proposal, they must submit a complete, updated proposal via the designated submission portal on the Municipality website. The latest submission will be considered the official proposal, and all prior versions will be disregarded.

1.13 Withdrawal of Proposals

At any time throughout the RFP process, until the submission deadline, a respondent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

While there are no penalties for withdrawing after the submission deadline, failing to honour a proposal may be seen as not acting in good faith. Proponents who fail to act in good faith may be excluded from future procurement opportunities.

1.14 Opening of Proposals

An informational public opening of Proposals will take place at 2:00 pm on the submission deadline. The names of proponents will be read aloud, but no pricing or evaluation details will be disclosed.

[End of Part 1]

2 EVALUATION, ACCEPTANCE AND EXECUTION.

2.1 Stages of Evaluation

The Municipality will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I - Mandatory Submission Requirements

Proposals will be reviewed to ensure all mandatory submission requirements have been submitted.

2.3 Stage II – Weighted Criteria

Proposals that pass Stage I will be evaluated based on the weighted criteria set out in Part 4 (RFP Particulars).

2.1.1 Scoring Methodology

Proposals will be scored on a scale of 0 to 10 for each criterion, according to the following definitions:

Score Range	Meaning/Guidance	Rating
0-3	Response shows major weaknesses or omissions. Lacks understanding of requirement, or provides vague or insufficient detail. May raise concerns about the proponent's capability or suitability.	Below Expectations
4-7	Response is generally complete and addresses the requirement with adequate detail and understanding. May lack clear strengths or added value but meets minimum expectations.	Meets Expectations
8-10	Response is well-developed, demonstrates strong understanding, and provides clear advantages such as added value, innovation, or efficiencies. Inspires confidence in delivery.	Exceeds Expectations

Evaluator scores will be averaged and multiplied by the criterion's weight to determine weighted score.

2.4 Instructions on How to Provide Pricing

N/A – No pricing or fee proposal is required or permitted for this RFP.

2.5 Ranking of Proponents

After the completion of all stages, scores will be added together and multiplied by the designated weight for each category. Proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct negotiations to finalize the agreement with the Municipality.

2.6 Contract Negotiation

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include clarification or refinement of terms to better align with the Municipality's requirements, provided such changes do not materially alter the scope of intent of the RFP.

2.7 Time Period for Negotiations

The Municipality intends to finalize an agreement with the top-ranked proponent within the Contract Negotiation Period, beginning from the date of the invitation to negotiate is issued.

Proponents should be prepared to:

- Satisfy the pre-conditions of award outlined in Part 4 (RFP Particulars)
- Provide all requested supporting documentation or clarifications promptly;
- Participate in negotiations in good faith and without delay.

Following successful negotiation, the selected proponent will receive a written notice of intent to award and must confirm its acceptance within ten (10) business days. If the proponent fails to respond within this timeframe, the Municipality may proceed with another proponent or cancel the RFP process entirely.

2.8 Failure to Enter into Agreement

If the pre-conditions of award listed in Part 4 (RFP Particulars) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Municipality may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Municipality elects to cancel the RFP process.

2.9 Reserved Rights of the Municipality

The Municipality reserves the right to reject any or all proposals, cancel the Proposal at any time, and proceed with a different course of action without liability. In exercising this discretion, the Municipality will act in good faith and in accordance with its procurement policies and applicable laws.

Without limiting the generality of the foregoing, the Municipality specifically reserves the right to:

- Reject any Proposal that, in the opinion of the Municipality, is materially unbalanced and may pose an undue financial risk or reflect a misunderstanding of the work;
- Reject any Proposal that exceeds the Municipality's available budget to the extent that the Deliverables cannot reasonably be funded or approved; or
- Request clarification or additional information to assist in the evaluation of any Proposal.

[End of Part 2]

3 GENERAL RFP TERMS AND CONDITIONS

GENERAL INFORMATION AND INSTRUCTIONS

3.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.2 Proposals in English

All submitted proposals are to be in English only.

3.3 No Incorporation by Reference

The entire content of the submitted proposal shall be in a fixed form, and the content of websites or other external documents referred to in the proposal but not attached will not be considered to form part of its submission.

3.4 Information in RFP only an Estimate

The Municipality and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or through any addenda. Any quantities, specifications, or other data in the RFP or addenda that are estimates will be clearly marked as such. These estimates are provided solely to give proponents a general understanding of the scope and scale of the Deliverables.

3.5 Proponents to Bear Their Own Costs

Proponents are solely responsible for all costs incurred in the preparation, submission, and presentation of their Proposal, including any subsequent negotiations, interviews, or demonstrations with the Municipality. If the Municipality elects to reject all submitted proposals, it shall bear no liability for any costs, damages, or anticipated profits lost by any Proponent, nor for any other expenses related to this RFP process.

3.6 Indemnification

The proponent shall be responsible for all damages, losses, or expenses caused by its actions or those of its employees, agents, volunteers, and subcontractors arising from work related to the project. This includes but is not limited to, damages or losses resulting from:

- The existence, location, or condition of the project worksite
- Any material, equipment, plant or machinery used for the project; or
- The proponent's failure (or that of its representatives) to fulfill any obligations under the Proposal

The successful Proponent agrees to indemnify and hold the Municipality harmless from any such damages, losses, expenses, or third-party claims, including all legal costs incurred by the Municipality in relation to such claims.

3.7 Proposal to be Retained by the Municipality

The Municipality will not return the proposal or any accompanying documentation submitted by a proponent.

3.8 No Guarantee of Volume of Work or Exclusivity of Contract

Unless expressly stated in the RFP, the Municipality makes no guarantee of the value or volume of work to be assigned to the successful proponent. The awarded contract is not exclusive, and the Municipality may procure similar goods and services from other sources or obtain them internally.

COMMUNICATIONS AFTER ISSUANCE OF RFP

3.9 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing, by email, to the RFP Contact on or before the Deadline for Questions.

It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Municipality is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.10 Authorized Communications Only

No verbal statement or communication shall alter, amend, or modify any provision of this Request for Proposal (RFP). Any modifications or clarifications shall be issued in writing by the RFP Contact.

No such communications are to be directed to anyone other than the RFP Contact. Failure to restrict communications to the RFP Contact may result in the rejection of the Proponent's submission.

The Municipality is under no obligation to provide additional information, and the Municipality is not responsible for any information provided by or obtained from any source other than the RFP Contact in writing.

3.11 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Municipality, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Municipality.

3.12 Post-Deadline Addenda and Extension of Submission Deadline

If the Municipality determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Municipality may extend the Submission Deadline for a reasonable period of time.

3.13 Verify, Clarify, and Supplement

When evaluating proposals, the Municipality may request further information from the proponent or third parties to verify, clarify, or supplement the information provided in the proponent's submission, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Part 4 of the RFP (RFP Particulars). The Municipality may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

NOTIFICATION AND DEBRIEFING

3.14 Notification to Other Proponents

Once an Agreement is executed by the Municipality and a proponent, all other proponents will be notified of the outcome of the procurement process through public posting on the Municipality's website. The Municipality will also make reasonable efforts to notify unsuccessful proponents directly via email, ensuring they are informed of the decision promptly.

3.15 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

During the debriefing, feedback will be provided on the evaluation process and ranking. The Municipality will not disclose competitor pricing or proprietary information. Proponents will be informed of their score and how their proposal compared to others, as applicable, within the evaluation framework.

CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.16 Conflict of Interest

A conflict of interest occurs when a proponent has an unfair advantage or engages in conduct that may compromise the integrity of the RFP process. This includes accessing confidential Municipal information not available to other proponents, attempting to influence the process through lobbying, or having financial or personal relationships that impair impartial judgment.

3.17 Disclosure Requirements

Proponents must disclose any actual or perceived conflict of interest, such as personal or financial ties to a Municipal employee or official or any situation that may create the appearance of a conflict. If a conflict is identified after submission, the proponent must immediately notify the Municipality. Failure to disclose may result in disqualification or contract termination.

3.18 Disqualification for Conflict of Interest

The Municipality may disqualify a proponent for any conduct, situation or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.19 Professional Operations

The successful Proponent assures the Municipality that the project will be managed professionally, prudently, and without negligence. The Proponent is responsible for ensuring that all staff, including contract workers and volunteers, are adequately trained and deliver high-quality customer service to project patrons.

3.20 Disqualification for Prohibited Conduct

The Municipality may disqualify a proponent, rescind notice of selection or terminate a contract subsequently entered into if the Municipality determines that the proponent has engaged in any conduct prohibited by this RFP.

3.21 Proponent Not to Communicate with Media

Proponents must not, at any time, directly or indirectly, communicate with the media or any member of the public in relation to this RFP or any Agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.22 Prohibited Lobbying and Influence

Proponents must not attempt to influence the outcome of this procurement process through direct or indirect communication with any current or former municipal staff, elected officials, or agents of the Municipality, other than the RFP contact. Any such attempt may result in disqualification of the proponent, at the Municipality's sole discretion.

3.23 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Municipality; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.24 Past Performance or Past Conduct

The Municipality may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- a) Illegal or unethical conduct as described above,
- b) The refusal of the supplier to honour its submitted pricing or other commitments; or,
- c) Any conduct, situation, or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

CONFIDENTIAL INFORMATION

3.25 Confidential Information of the Municipality

All information provided by or obtained from the Municipality in any form in connection with this RFP either before or after the issuance of this RFP

- a) Is the sole property of the Municipality and must be treated as confidential;
- b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables
- c) Must not be disclosed without prior written authorization for the Municipality; and,
- d) Must be returned by the proponent to the Municipality immediately upon the request of the Municipality.

3.26 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisors retained by the Municipality to assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

INTELLECTUAL PROPERTY RIGHTS

3.27 Ownership of Deliverables

All final deliverables developed or provided under this RFP, including but not limited to reports, plans, drawings, specifications, data sets, GIS layers, spreadsheets, and any other outputs, shall become the sole and exclusive property of the Municipality upon payment. The Municipality shall have the right to use, reproduce, modify, and share the Final Deliverables for its internal operations, planning processes, public consultation, and future procurements.

3.28 Format and Delivery Requirements

The successful proponent shall provide all final deliverables in both:

- Non-editable formats suitable for publication (e.g. PDF) and
- Editable native formats (e.g. Word, Excel, shapefiles, DWG, etc.) where applicable, to enable internal updates or future use.

The Municipality reserves the right to withhold final payment if the required formats are not delivered as specified.

3.29 Use of Consultant's Pre-existing Materials

Where the final deliverables incorporate tools, templates, methodologies, or software that were developed independently by the Consultant, the Consultant shall retain ownership of such materials. However, the Consultant shall grant the Municipality a perpetual, royalty-free, non-exclusive license to use and reproduce any Consultant Materials that are embedded in or necessary to use the final deliverables, for Municipal purposes.

3.30 Moral Rights Waiver

The Consultant shall obtain a waiver of moral rights from its personnel and subcontractors in favour of the Municipality with respect to the final deliverables, to the extent permitted by law.

PROCUREMENT PROCESS

3.31 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the Municipality's Procurement By-law, applicable

trade agreements, and public sector procurement law in Ontario. For greater certainty and without limitation:

- a) This RFP will not give rise to any obligations under Contract A or any other process or collateral contract; and
- b) Neither the proponent nor the Municipality have the right to make any claims (in contract, tort, equity, or otherwise) against the other with respect to the award of a contract, failure to award a contract or cancellation of this RFP.

3.32 No Contract Until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of the Deliverables will be created between the proponent and the Municipality by this RFP process until the successful negotiation and execution of a written agreement. Participation in this RFP does not create any obligation for the Municipality to award a contract or enter into negotiations with any proponent.

3.33 Non-binding Price Estimates

This RFP does not require or permit pricing proposals. Any references to pricing in this Part do not apply to this competition.

3.34 Budget Disclosure

This RFP does not require or permit pricing proposals. Any references to pricing in this Part do not apply to this competition.

3.35 Rejection of Unreasonably High Pricing

This RFP does not require or permit pricing proposals. Any references to pricing in this Part do not apply to this competition.

3.36 Cancellation

The Municipality reserves the right to amend, suspend, or cancel this RFP at any time, without obligation or liability.

SUBCONTRACTING & THIRD PARTY SUPPLIERS

3.37 Disclosure of Subcontractors and Suppliers

N/A – subcontracting prohibited.

For Clarity, subcontracting is not permitted under this Request for Proposal. The successful proponent will be expected to directly administer and manage all aspects of the M.A.T. marketing program and may not delegate or subcontract these responsibilities to another entity.

3.38 Proponent's Responsibility for Subcontractors

N/A – subcontracting prohibited.

3.39 Changes to Subcontractors

N/A – subcontracting prohibited.

3.40 Municipality's Right to Request Additional Information

N/A – subcontracting prohibited.

GOVERNING LAW AND INTERPRETATION

3.41 Interpretation of Terms and Conditions

The Terms and Conditions of this RFP are intended to be interpreted independently, with no particular provision intended to limit the scope of any provision. They do not restrict the pre-existing rights of parties to engage in pre-contractual discussions under common law governing commercial negotiations.

3.42 Governing Law

The Agreement resulting from this RFP will be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

3.43 Compliance with Laws and Regulations

The successful proponent must ensure that all operations, services, and products provided under this contract comply with all applicable laws and regulations, including but not limited to:

- Workplace Safety and Insurance Act, 1997
- Occupational Health and Safety Act
- Accessibility for Ontarians with Disabilities Act, 2005

3.44 Permits and Authorizations

The proponent is responsible for obtaining any necessary authorizations, permits, or licenses required for the work and certifies ongoing compliance with all applicable municipal, provincial, and federal laws, including relevant bylaws or policies.

3.45 Municipality's Right to Verify Compliance

To verify compliance, the Municipality reserves the right to review the proponent's records, including personnel training documentation, where reasonably necessary.

[End of Part 3]

4 RFP PARTICULARS

4.1 Project Background

With the Province of Ontario's passage of Bill 127, the Stronger Healthier Ontario Act, municipalities have been authorized to establish a Transient Accommodation Tax within their jurisdictions. The implementation and administration of this accommodation tax is authorized under Section 400.1 of the Municipal Act and Ontario Regulation 435/17 (together with all other relevant laws, regulations, decrees, orders, and by-laws, referred to as "Applicable Laws").

Where a Municipal Accommodation Tax (M.A.T.) by-law is in place, the tax is mandatory. Providers of transient accommodation must collect the M.A.T. from purchasers of accommodations and remit it to the municipality that imposed it. The proceeds of the M.A.T. must then be allocated and utilized in accordance with Applicable Laws.

The Corporation of the Municipality of Red Lake established a M.A.T. by-law to generate funding that supports and promotes local tourism. A share of the funds collected through the M.A.T. shall be used for marketing purposes to support and promote local tourism, events, initiatives, and infrastructure that attracts visitors to destinations, activities, and experiences located within the geographic boundaries of the Municipality of Red Lake.

Through this Request for Proposal, the Municipality is seeking an eligible Tourism Entity to administer, allocate, and distribute the marketing portion of M.A.T. funds in alignment with the program's objectives. The successful proponent will enter a five (5) year agreement, anticipated to commence in early 2026, prior to the Q1 installment.

4.2 Scope of Work

The successful eligible Tourism Entity will be responsible for administering the marketing portion of the M.A.T. program on behalf of the Municipality of Red Lake. The work shall be carried out in a transparent, equitable, and accountable manner, in accordance with all Applicable Laws and the Municipality's M.A.T. by-law.

Subcontracting or delegation of program administration responsibilities under this RFP is not permitted. The successful proponent must have the internal capacity and resources to administer and manage all aspects of the M.A.T. marketing program directly.

The successful proponent will be required to:

- Administer the M.A.T. marketing fund by developing, managing, and maintaining a fair and accessible process for receiving, reviewing, and approving funding applications for tourism-related projects, events, and initiatives.
- Develop and maintain clear program documentation, including application forms, eligibility guidelines, assessment criteria, and funding procedures (subject to Municipal review and approval).
- Manage communications and outreach to raise awareness of the M.A.T. program among local organizations, event planners, and tourism operators.
- Maintain accurate records and accounting of all M.A.T. funds received and distributed, ensuring funds are used only for approved tourism promotion and development activities.

- Monitor and report on funded activities to ensure alignment with M.A.T. program objectives and compliance with program requirements.
- Provide regular updates and annual reporting to the Municipality summarizing applications received, funding decisions, program outcomes, and administrative expenses.
- Manage administrative functions in delivering the M.A.T. program. T

4.3 Deliverables

The successful proponent shall provide the following deliverables as part of the administration of the M.A.T. program:

- Maintain a dedicated M.A.T. program webpage with easy-to-understand information, instructions, and application forms (subject to Municipal approval).
- Ensure that the webpage, application forms, and all digital program materials are fully compliant with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its associated regulations.
- Provide a local phone number with knowledgeable staff available during regular business hours to assist applicants.
- Post information regarding approved applications and funded events on the M.A.T. webpage within 30 days of approval.
- Actively promote and advertise the M.A.T. program through various outreach channels to increase awareness and participation.
- Submit an annual report to the Municipality by January 31 each year for the previous year, to include:
 - Applications received (approved and denied);
 - Funds distributed and initiatives supported;
 - Internal costs and administrative expenses;
 - Promotion and outreach activities;
 - Unspent or carried-forward balances; and
 - Measurable outcomes demonstrating community or tourism benefits.

4.4 Material Disclosures

4.4.1 Previous Financial Disclosures

The following information is provided for context and to assist proponents in understanding the scale and frequency of M.A.T. fund transfers.

Funds allocated to the successful Proponent are collected by the Municipality and remitted to the proponent on a quarterly basis. For information purposes only, the following chart summarizes M.A.T. funds distributed in previous years:

YEAR	Q1	Q2	Q3	Q4	Total
2021	\$11,931.20	\$10,075.55	\$27,096.78	\$10,075.55	\$59,179.08
2022	\$13,659.26	\$16,042.03	\$21,351.85	\$24,042.91	\$75,096.05
2023	\$13,349.33	\$12,469.89	\$20,115.70	\$22,584.43	\$68,519.35
2024	\$10,868.46	\$15,239.53	\$21,691.32	\$21,635.49	\$69,434.80
2025 (inclusive of Q2 only)	\$29,995.20	\$38,747.53			\$68,742.73

Note: The amounts shown above are provided for information only and do not represent a guarantee of future M.A.T. revenue or allocations. M.A.T. revenues fluctuate annually based on accommodation activity, and quarterly transfers are contingent upon actual revenues collected by the Municipality.

4.4.2 Administrative Fee Provision

The Tourism Entity administering the M.A.T. program may retain up to five percent (5%) of the annual marketing allocation as an administration fee. This amount is included in the quarterly remittances and must be accounted for in the annual reporting requirements.

4.4.3 Proponent-Led Funding Cap

The Proponent may apply for funding for its own initiatives but must follow the same application and review process applicable to all participants. Allocations to proponent-led initiatives shall not exceed twenty-five percent (25%) of total annual M.A.T. marketing funds.

4.5 Mandatory Submission Requirements

Proponents must include all of the following items with their proposal. Failure to include any of these items may result in disqualification.

Item	Location	Details
Submission Form	Appendix B	Must be completed and signed.
Statement of Understanding and Declaration Form	Appendix C	Submit even if no addenda issued.
Acknowledgement of Addenda Form	Appendix D	Signed confirmation of RFP review and compliance.

Conflict of Interest Form (if applicable)	Appendix E	Required only if applicable.
Organization Overview	Section 4.5.1	See applicable section for details.
Demonstrated Tourism Experience	Section 4.5.2	See applicable section for details.
Program Administration and Marketing Plan	Section 4.5.3	See applicable section for details.
Organizational Capacity and Resources	Section 4.5.4	See applicable section for details.

4.5.1 Organization Overview

Provide a concise summary of your organization, including:

- A brief overview of the organization
- Proof of non-profit status
- Proof of organizations' mandate for tourism promotion and primary areas of focus
- Number of years in operation
- Key personnel who would be responsible for administering the M.A.T. program, including their roles and relevant experience

4.5.2 Demonstrated Tourism Experience

Provide information that demonstrates your organization's experience and results in tourism promotion, including:

- A description of up to three (3) past or ongoing tourism-related projects, events, or initiatives relevant to the Municipality of Red Lake;
- The scope and outcomes of each initiative (e.g. increased visitation, event attendance, marketing reach, community impact, etc.); and
- Any partnerships or collaborations that contributed to project success.

4.5.3 Program Administration and Marketing Plan

Outline your organization's proposed approach to administering and promoting the M.A.T. marketing program, including:

- The organization's understanding of the project requirements
- How the application, review, and approval process for funding requests will be managed in a transparent and equitable manner;
- Promotion and awareness of the M.A.T. program and encourage participation among local organizations and event organizers
- Innovations, efficiencies, or added value not explicitly required in this RFP
- A sample application form for funding under the M.A.T. program; and
- A sample guidance document that explains eligibility, eligible and ineligible costs, timelines, and application process.

4.5.4 Organizational Capacity and Accountability

Describe the organization's overall capacity and readiness to administer the M.A.T. program effectively and responsibly, including:

- Administrative systems or processes used to manage funds and maintain financial accountability; and
- Governance or oversight structure that ensures transparency and compliance.

Proponents must demonstrate the internal capacity to fulfill these responsibilities directly, without the use of subcontractors or third-party administrators.

4.6 Pre-Conditions of Award

The following are pre-conditions that must be met by the selected proponent before the contract can be awarded:

4.6.1 Proof of Insurance (if applicable)

Commercial General Liability Insurance: The successful Proponent shall carry Commercial General Liability Insurance in the amount of \$2,000,000.

4.6.2 WSIB Clearance Certificate (if applicable)

A valid WSIB clearance certificate must be provided to confirm compliance with Workplace Safety and Insurance Board (WSIB) requirements. This certificate must be provided prior to the award of the contract and maintained throughout the contract term.

4.7 Weighted Criteria

The following sets out the categories, weights and descriptions of the rated criteria of the RFP.

Criteria Category	Description	Weight
Organizational Overview	Organization's legitimacy, structure, and alignment with the M.A.T. program – including demonstrated non-profit status, mandate for tourism promotion, and strength of key personnel responsible for program administration.	20%
Demonstrated Tourism Experience	Organization's proven experience in tourism promotion or event development, including the	25%

	quality and impact of past or ongoing initiatives, partnerships, and results that demonstrate the ability to enhance tourism in Red Lake.	
Program Administration and Marketing Plan	Clarity, feasibility, and completeness of the proposed approach to administering the M.A.T. marketing program – including how the application process will be managed, how transparency and equity will be maintained, and how the program will be promoted to potential applicants.	30%
Organizational Capacity and Accountability	Organizations' capacity and governance readiness to administer the program responsibly, including oversight structures, administrative systems, and mechanisms to ensure compliance, transparency, and accountability in managing public funds.	20%
Value-Added Services or Enhancements	Innovative or collaborative approaches, partnerships, or initiatives proposed that provide additional benefit to the Municipality, enhance the reach or impact of the M.A.T. program, or contribute to the long-term growth of tourism in the community.	5%

[End of Part 4]

APPENDIX A – REGISTRATION PAGE

PRE-SUBMISSION ONLY – DO NOT INCLUDE WITH PROPOSAL



To ensure notification and receipt of any addendums issued for this project, proponents/bidders must complete and submit the Registration Form. Only those who have submitted the form will be added to the registry and will receive any addendums directly, if issued.

Proponents/bidders who **do not** complete and submit the Registration Form are solely responsible for monitoring and obtaining any addendums themselves. The Municipality of Red Lake is not responsible for informing unregistered proponents/bidders.

All issued addendums will form part of the official proposal document and must be submitted with the originally distributed proposal package.

Please return the completed form **by email to** procurement@redlake.ca.

Project Name	
Closing Date	
Company Name	
Principle Contact	
Address	
Address (Line 2)	
City and Province	
Postal Code	
Telephone	()
Facsimile	()
Email address	
Date:	

APPENDIX B – SUBMISSION FORM



Request for Proposal Title:

Closing Date and Time:

Please fill out the following form, naming one (1) person to be the bidder's contact for the RFP process and for any clarifications that may be necessary.	
Legal Name of Proponent (if a Proposal is submitted jointly by two or more legal entities, each and all such entities must be identified)	
Operating Name (if different)	
Mailing Address	
Phone Number	
Email Address	
HST Number (if applicable)	
Authorized Contact Name & Title	

Signature

By signing below, I confirm that I am an authorized signing officer of the Proponent and that this Proposal is submitted in accordance with the terms of the Request for Proposal (RFP). I understand that the submission of this Proposal does not create any binding legal obligations between the Municipality and the Proponent. Any such obligations will arise only if and when a written agreement is executed between the Municipality and the Proponent.

Name of Authorized Signatory	
Title/Position	
Signature	
Date	
Location (City/Town & Province)	

APPENDIX C – STATEMENT OF UNDERSTANDING

I am the _____ (insert title) of the Proponent. I declare and confirm the following on behalf of the proponent:

1. Acknowledgement of RFP and Policies

The Proponent has carefully reviewed the Request for Proposal (RFP) and the Municipality's applicable procurement policies. The Proponent fully understands the requirements and has had sufficient opportunity to seek clarification on any aspect of the RFP.

2. Acknowledgement that the RFP Governs the Process

The Proponent acknowledges that the procurement process will be governed solely by the terms and conditions set out in this RFP and conducted in accordance with the Municipality's Procurement By-law and applicable trade agreements.

3. Non-Binding Procurement Process

The Proponent acknowledges that this RFP process does not constitute a legally binding bidding process. No legal relationship or obligation regarding the procurement of any goods or services will be created unless and until the Municipality and the Proponent execute a written agreement.

4. Ability to Provide Deliverables

The Respondent confirms that it has the necessary experience, resources, personnel, and capacity to provide the Deliverables in accordance with the RFP requirements.

5. Proposal Validity

The Proponent agrees that this Proposal, including all pricing and terms, is irrevocable and shall remain valid and open for acceptance by the Municipality for a period of 90 calendar days from the Submission Deadline. The Proponent understands that pricing is non-binding on the Municipality and that this validity period applies solely to the Proponent's offer and its availability for potential negotiations, if selected.

6. Acknowledgment of Addenda

The Proponent acknowledges that it has read, considered, and incorporated all addenda issued by the Municipality up to the Deadline for Issuing Addenda.

7. Conflict of Interest Declaration

The Proponent has reviewed the Conflict of Interest clause in Section 3.16 of the RFP. The Proponent declares that **(check one box below)**:

☐ No actual or potential Conflict of Interest exists

☐ A Conflict of Interest does exist – please complete and submit Appendix E – Conflict of Interest Declaration Form

8. No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP, including collusion, bid-rigging, price-fixing, bribery, or other unethical or illegal activities.

9. Disclosure of Information

The Proponent agrees that any information provided in this proposal, even if identified as confidential, may be disclosed where required by law or by order of a court or tribunal.

The Proponent consents to the confidential disclosure of this proposal to the Municipality's advisers retained to assist with the RFP process, including evaluation.

10. Public Disclosure of Award

The Proponent acknowledges that, if selected, the Municipality may publicly disclose the name of the successful Proponent, the awarded contract amount, and a general description of the Deliverables.

11. Authorization to Bind the Proponent

The undersigned confirms that they have the authority to bind the Proponent to the representations made in this proposal.

Signature

By signing below, I confirm that I am authorized to submit this Proposal on behalf of the Proponent and to make the declarations set out in this Appendix. I understand that submission of this Proposal does not create any legal relationship or obligation between the Proponent and the Municipality. I further acknowledge that any legal obligations will arise only upon execution of a formal agreement between the Municipality and the successful Proponent.

Legal Name of Bidder	
Name of Authorized Signatory	
Title/Position	
Signature	
Date	
Location (City/Town & Province)	

APPENDIX D – ACKNOWLEDGEMENT OF ADDENDA



☐ I/We confirm that we submitted the Registration Form (Appendix A) prior to submitting a Proposal, or otherwise ensured we were included on the addenda distribution list.

We acknowledge that we have reviewed all addenda issued as referenced in Section 3.11 of the Request for Proposal. The contents of all addenda are incorporated into our Proposal and will be considered part of any resulting contract, if awarded.

☐ Addendum No. _____ ☐ Addendum No. _____ ☐ Addendum No. _____

☐ Addendum No. _____ ☐ Addendum No. _____ ☐ Addendum No. _____

☐ No Addenda Issued

Signature

By signing below, I/We acknowledge that I/we have reviewed all addenda issued as referenced in Section 3 of the RFP and confirm that all amendments, clarifications, and changes to scope have been incorporated into our Proposal.

Legal Name of Proponent	
Name of Authorized Signatory	
Title/Position	
Signature	
Date	
Location (City/Town & Province)	

APPENDIX E – CONFLICT OF INTEREST DECLARATION FORM



Only required if a conflict of interest has been identified in Appendix C.

Details of Conflict

Please provide a detailed explanation of the actual or potential conflict of interest, including:

- Names of individuals involved
- Relationship to The Corporation of the Municipality of Red Lake
- Nature of the conflict
- Mitigation measures proposed (if any)

If additional space is required, please attach a separate page clearly referencing this appendix.

Signature

By signing below, I confirm that the information provided is true and complete to the best of my knowledge.

Legal Name of Proponent	
Name of Authorized Signatory	
Title/Position	
Signature	
Date	
Location (City/Town & Province)	

Appendix F - Form of Agreement



MUNICIPAL ACCOMODATION TAX (M.A.T.) MARKETING PORTION ADMINISTRATION AGREEMENT

THIS AGREEMENT dated this _____ day of _____, _____.

BETWEEN:

**The Corporation of the Municipality of Red Lake of 2 Fifth St, Balmertown,
Ontario, P0V 1C0**
(the "Municipality")

- AND -

LEGAL NAME OF SUCCESSFUL PROPONENT

(the "Tourism Entity")

WHEREAS:

A. The Corporation of the Municipality of Red Lake has enacted a Municipal Accommodation Tax ("M.A.T.") pursuant to Section 400.1 of the *Municipal Act, 2001* and Ontario Regulation 435/17 in the amount of five per cent (5%) of the purchase price on any accommodation provided to the purchaser for a continuous period of less than 30 nights;

B. The Municipality collects and administers M.A.T. revenues, with a designated portion allocated to support and promote tourism within the Municipality;

C. The Tourism Entity is a not-for-profit organization whose mandate includes tourism promotion within Ontario and within the Municipality of Red Lake;

D. The Municipality issued Request for Proposal No. 26-2025 for the administration and delivery of the M.A.T. marketing program, and the Tourism Entity was selected as the successful proponent;

E. The Municipality wishes to engage the Tourism Entity to administer the marketing portion of M.A.T. funds in accordance with this Agreement, the RFP, the Tourism Entity's proposal, and Applicable Laws.

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the mutual covenants contained herein contained and subject to the terms and conditions in this Agreement, the parties hereto agree as follows:

1 DEFINITIONS

1.1 In this Agreement:

- 1.1.1 “Agreement” means this contract and all attached schedules, as amended from time to time.
- 1.1.2 “Applicable Laws” means all federal, provincial, and municipal statutes, regulations, by-laws, and orders governing the M.A.T. program, including the Municipality’s M.A.T. By-law.
- 1.1.3 “Bank Account” shall mean an account maintained by the Municipality with the Municipality’s banker used to receive and disburse the Funds;
- 1.1.4 “Deliverables” means the services, activities, duties, and outputs to be provided by the Tourism Entity under this Agreement and as set out in Schedule A.
- 1.1.5 “Funds” means the M.A.T. marketing portion remitted to the Tourism Entity by the Municipality in accordance with this Agreement.
- 1.1.6 “M.A.T.” means the Municipal Accommodation Tax authorized under the *Municipal Act, 2001* and O. Reg. 435/17.
- 1.1.7 “Marketing Portion” means the portion of M.A.T. revenues allocated for tourism promotion and marketing initiatives as defined under the Municipality’s M.A.T. By-law.
- 1.1.8 “Treasurer” means the Treasurer of the Municipality or designate.

2 TERM

- 2.1 The term of this Agreement shall commence on XXXXXXXXXX, 2026 and shall continue until December 31, 2030, unless terminated earlier in accordance with this Agreement.
- 2.2 This Agreement may be renewed by mutual written agreement of the parties at least 365 days prior to expiration of the Term, for a renewal of three (3) years, for a maximum total Agreement term of eight (8) years
 - 2.2.1 Unless the parties otherwise agree to different provisions in writing, the Agreement shall continue to be renewable in accordance with the same terms and conditions set forth in this Agreement.

3 MUNICIPAL RESPONSIBILITIES

3.1 The Municipality shall:

- 3.1.1 Levy, collect, and administer the M.A.T.;
- 3.1.2 Deduct any collection and administrative costs permitted under Applicable Laws;

- 3.1.3 Provide quarterly statements summarizing M.A.T. collection and remittances for each calendar month.
- 3.1.4 Remit the Funds to the Tourism Entity on a quarterly basis with 3.1.3, based on actual revenues collected;
- 3.1.5 Fifty percent (50%) of any penalties collected by the Municipality pertaining to the M.A.T. shall be added to and become part of the Funds.
- 3.1.6 Any interest earned on the Funds held in the Bank Account shall be added to and become part of the Funds.

4 TOURISM ENTITY RESPONSIBILITIES

- 4.1 The Tourism Entity shall administer, manage, and deliver the M.A.T. marketing program in accordance with:
 - 4.1.1 This Agreement;
 - 4.1.2 RFP No. 26-2025 and the Tourism Entity's proposal;
 - 4.1.3 The Municipality's M.A.T. By-law;
 - 4.1.4 Applicable Laws.
- 4.2 The Tourism Entity shall perform the Deliverables described in RFP 26-2025, including:
 - 4.2.1 Maintaining an AODA-compliant M.A.T. program webpage;
 - 4.2.2 Providing accessible application materials and alternate formats upon request;
 - 4.2.3 Managing the application, review, and approval process for funding requests in an independent and transparent manner;
 - 4.2.4 Promoting the M.A.T. program in such a manner that the availability of the M.A.T. funds is widely known. The tourism entity shall manage communications and outreach to raise awareness of the M.A.T. program among local organizations, event planners, and tourism operators (and submit to the Municipality upon request, proof of the advertising and promotion);
 - 4.2.5 Maintaining fairness, transparency, documentation, and accountability;
 - 4.2.6 Providing all required reporting.
- 4.3 The Tourism Entity shall not subcontract or delegate program administration responsibilities.

5 FINANCIAL PROVISIONS

- 5.1 The Municipality shall remit Funds quarterly, based on actual M.A.T. revenues collected.
 - 5.1.1 Owing to the cyclical nature of the tourism industry, the Municipality may, from time to time, assist the Tourism Entity by advancing Funds to enable the Tourism Entity to meet its obligations. The request shall be submitted in writing to the Municipal Treasurer with a

detail of the committed obligations. The Municipal Treasurer shall make the final decision in respect of amount of the advancement of funds;

5.1.2 Any amount advanced pursuant to subsection 5.1.1 shall not exceed 25% of the amount of M.A.T. collected in the year immediately preceding the year in which the advance is made.

5.1.3 Any advance made under Section 5.1.1 shall be reimbursed to the Municipality from the Funds.

5.2 The Tourism Entity shall charge itself an administrative fee equal to five percent (5%) of the total annual Funds received to offset administrative expenses directly related to delivering the M.A.T. marketing program.

Administrative costs must be reported annually and are subject to Municipal review and approval.

5.3 Where the Tourism Entity submits an application for its own event or initiative:

5.3.1 The application must follow the same process as all other applicants. For transparency, the evaluation and decision-making criteria of such a request and the final financial report in respect of the funds allocation, shall be submitted to the Municipal Treasurer at year end;

5.3.2 Total annual allocations to Tourism Entity–led initiatives shall not exceed twenty-five percent (25%) of Funds received in that year.

5.4 Funds shall be used exclusively to advance the Municipality of Red Lake as a tourist destination by supporting and promoting local events, initiatives, activities, and marketing efforts that attract visitors to the Municipality.

5.5 Funds shall not be used for:

5.5.1 General operations unrelated to the M.A.T. program;

5.5.2 Salaries not directly tied to program delivery;

5.5.3 Capital expenditures unrelated to tourism promotion;

5.5.4 Any purpose contrary to Applicable Laws or the Municipality's M.A.T. By-law.

6 RECORDKEEPING, REVIEW, AND ACCESS

6.2 The Tourism Entity shall maintain accurate and complete, and up-to-date financial and program records.

6.3 Records shall be retained for seven (7) years.

6.4 The Municipality may review or request access to records at any time and will conduct an annual review of financial and program documentation.

6.5 Upon request, the Tourism Entity shall provide the Municipality, at no additional cost, with:

- 6.5.1 Bank statements for the dedicated account holding the Funds;
- 6.5.2 Funding approval records;
- 6.5.3 Detailed transaction reports;
- 6.5.4 Financial statements, including cheque listings (disbursements);
- 6.5.5 Supporting documentation such as invoices, receipts, and contracts;
- 6.5.6 Access to staff members reasonably required to support any review.

7 REPORTING REQUIREMENTS

7.1 The Tourism Entity shall provide the Municipality with a quarterly report that includes:

- 7.1.1 A summary of funded initiatives and program activity for the quarter;
- 7.1.2 A list of all funding applications received, approved, or denied during the quarter;
- 7.1.3 A summary of Funds expended and Funds remaining for the quarter.

7.2 The Tourism Entity shall provide The Municipality with a quarterly report, by the last day of February each year, covering the previous calendar year, which shall include

- 7.2.1 A complete list of all applications received, approved and denied;
- 7.2.2 All allocations and initiatives supported through the program;
- 7.2.3 A summary of all promotion and outreach activities undertaken;
- 7.2.4 Total administrative expenses incurred;
- 7.2.5 Carried-forward or unspent balances;
- 7.2.6 Measurable tourism outcomes and program impacts;
- 7.2.7 A detailed cheque listing and supporting financial documentation, if not already provided under Section 6.

8 TERMINATION

8.1 Either party may terminate this Agreement upon six (6) months' written notice.

8.2 Immediate termination may occur in the event that either party contravenes any of the terms and conditions within the Agreement or upon cessation of either business through bankruptcy, receivership or dissolution.

8.3 Termination of this Agreement is subject to the dispute resolution process prescribed in Section 9 of this Agreement.

8.4 Upon termination, all unspent Funds remain the property of the Municipality.

9 DISPUTE RESOLUTION

9.1 Parties shall attempt to resolve any dispute arising under this Agreement through good-faith negotiation.

9.2 Unresolved disputes shall be submitted to binding arbitration, by providing written notice to the other party, in accordance with the *Arbitration Act, 1991*.

9.2.1 Each party shall appoint one (1) arbitrator within ten (10) days of the notice of arbitration.

9.2.2 The two appointed arbitrators shall jointly appoint a third arbitrator, who shall act as chair, within ten (10) days.

9.3 If a party fails to appoint an arbitrator, the arbitrator appointed by the other party shall act as the sole arbitrator.

9.3.1 If the two arbitrators fail to agree on a third arbitrator, either party may apply to the Ontario Superior Court of Justice for the appointment of the third arbitrator under the Arbitration Act, 1991.

9.4 The decision of the sole arbitrator, or of two (2) members of a three-member panel, shall be final and binding on both parties.

9.5 Submission of the dispute to arbitration is a condition precedent to commencing any legal proceedings.

9.6 Each party shall bear its own costs and shall share equally in the costs of the arbitration.

9.7 Any matter expressly reserved to the discretion of one party under this Agreement is not subject to arbitration.

10 CONFIDENTIALITY

10.1 Confidential financial or business information obtained through this Agreement shall be kept confidential except where disclosure is required by law.

11 NOTICES

11.1 Any notice, payment or other communication under this Agreement shall be in writing and shall be sufficiently given if delivered in person, sent by prepaid registered mail, or transmitted by email. Notices are deemed received:

- a) On the date of delivery, if delivered in person or by registered mail; or
- b) On the date of transmission, if sent by email, provided that if the transmission occurs on a non-business day or after normal business hours, the notice shall be deemed received at the start of the next business day.

To the Municipality of Red Lake at:	To the Tourism Entity at:
The Corporation of the Municipality of Red Lake #2 Fifth Street, Balmertown, ON P0V 1C0	[Legal Name and Address]
Attention: Treasurer	Attention: [Title]

Telephone: 807-735-2096 Email: treasurer@redlake.ca	Telephone: [Phone] Email: [Email]
--	--------------------------------------

12 GENERAL

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

12.2 Invalidity of any provision shall not affect remaining provisions.

12.3 No waiver is effective unless in writing and signed by all parties hereto.

12.4 In case of a conflict between terms and conditions on the face of this document and the terms and conditions contained on any invoice or other documents, the terms and conditions of this Agreement shall control.

12.5 This Agreement constitutes the entire agreement between the parties.