
REQUEST FOR PROPOSAL

NUMBER COMM2024-006

Town of Maple Creek

Interim Communications and Marketing Services

P.O. Box 428

205 Jasper Street

Maple Creek, SK S0N 1N0





Town of Maple Creek
Interim Communications and
Marketing Services

P.O. Box 428, 205 Jasper Street
Maple Creek, SK S0N 1N0

REQUEST FOR PROPOSAL
RFP # COMM2024-006

Issue Date: April 3, 2024

Closing Time: 4:00pm

RFP Closing Date: April 24, 2024

Project Award Date: May 8, 2024

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Introduction

The Town of Maple Creek is seeking proposals for the interim delivery of communications and marketing services for the Town.

These services shall be provided on an interim basis and shall conclude once Council has completed its examination of an Organizational Review (in the second quarter of 2024) and has rendered decisions regarding the potential for long-term staffing of this position.

Questions/inquiries regarding the Request for Proposal may be submitted via email or phone to:

Barry Elliott

CAO

Phone: 1-306-662-2244

Email: cao@maplecreek.ca

1.0 Community Information

The Town of Maple Creek is located in Southwest Saskatchewan, approximately 150 km west of Swift Current and 110 km east of Medicine Hat. According to the 2021 Federal Census, Maple Creek has a population of 2,176.

The Town is governed by a Mayor and six Councillors, all of whom are elected to serve a four-year term. The organization is led by the Chief Administrative Officer (CAO) who oversees the overall administration of the corporate body (business units/operations) of the Town, its officers and employees. The organization is comprised of four departments and each department is headed by a Department Head. The departments that currently exist are:

- Administration/Finance (which includes oversight over human resources and contract administration)
- Public Works and Utilities (which includes oversight over the airport, landfill, and parks)
- Economic Development (which includes oversight over property development and tourism)
- Marketing and Communications

2.0 Project Scope

2.1 Scope of the Work

1. Ensures Town approval is received prior to the expenditure of any funds.
2. In consultation with the Chief Administrative Officer implements, coordinates and evaluates marketing and communications plans and strategies that support organizational goals and objectives.
3. Conducts market research, studies industry trends and prepares recommendations and reports regarding marketing strategy.

4. Develops the annual marketing plan including recommended advertising program, promotion and distribution channels. Implements and monitors a cohesive and unified brand for all organizational marketing initiatives.
5. Prepares and submits all grant funding proposals in support of the Town of Maple Creek initiatives.
6. Creates positive relationships with a wide variety of media outlets and community contacts, including the establishment of beneficial partnerships.
7. Collaborates with available resources on design and production of marketing and communication initiatives, and develops an inventory of visual images for promotional use.
8. Receives, qualifies and responds to requests from service providers and community groups to determine project financial feasibility, effectiveness, strategy and promotional contributions. Provides guidance, support, and direction to the organization on marketing activities and strategies for products and services.
9. Works closely with Council, Administration and the municipal departments to prepare key messages in support of Council's objectives.
10. Writes a variety of organizational communications including newspaper articles, press releases, newsletters, social media posts and reports.
11. Attends appropriate events and functions which fall under the marketing mandate. Represents the organization publicly and to the media, ensuring that sensitive issues are handled professionally.
12. Liaises closely with area media to ensure Maple Creek interests are known to the media and are therefore fully and accurately reported on.

3.0 Deliverables

The successful Applicant shall be required to:

1. Coordinate the work of the position in a manner that meets the requirements of the Town.
2. Provide detailed monthly reports to administration in which the tasks completed are summarized for review by Council and administration.

4.0 Submission Requirements

4.1 Proposals submitted shall include:

- The general qualifications and experience of the individual Applicant
- Fixed fee and projected expenses to carry out the work of the position
- Any other information that would help the Town better understand your proposal

5.0 Terms and Conditions

5.1 The Town:

- Shall not pay for proposals submitted;
- Reserves the right to reject any or all proposals;

- Shall require a contract prior to awarding the RFP;
- **Shall require the successful Applicant to obtain a Business License for the Town of Maple Creek.**

6.0 Submissions

6.1 Selection Process

- The Town of Maple Creek shall evaluate all proposals to ensure they meet the requirements of this Request for Proposals.
- Personal interviews may be conducted by the Town of Maple Creek with the potential Applicant.
- All unsuccessful respondents who receive a personal interview shall be notified by mail.
- Proposals are **NOT** to include GST in their bid pricing.

6.2 Submission and Closing Date

Proposals, with attached Signing Page (Schedule “A”), must be received no later than 4:00 pm local time on April 24, 2024. One (1) hard copy of RFP submittals must be submitted if proposals are sent via mail or delivered in person. An electronic copy will also be accepted, if you choose to submit an electronic copy, it must be signed. The submission of a hard copy will not be required in addition to an electronic copy. Any submission received after the aforementioned date and time will not be accepted. Proposals may be emailed or mailed to the undersigned.

Barry Elliott

CAO

Phone: 1-306-662-2244

Email: cao@maplecreek.ca

6.3 Submission of Proposals

Submitted Proposals are to be clearly marked as follows. Please include the following information:

Town of Maple Creek

Interim Communications and Marketing Services RFP # COMM2024-006

P.O. Box 428

205 Jasper Street

Maple Creek, SK S0N 1N0

COMPANY NAME:		
STREET ADDRESS:		
CITY:	PROVINCE:	POSTAL CODE:
REPRESENTATIVE:	PHONE NUMBER:	
E-MAIL:	FAX NUMBER:	
GST REGISTRATION NUMBER:		

AUTHORIZED SIGNATURE:	DATE:
PRINT SIGNATURE AND TITLE:	

7.0 Working Agreement

The successful Applicant shall be required to enter into a contract for services with the Town in substantially the form of the attached Independent Contractor Agreement (Schedule “B”).

8.0 Evaluation of Proposals

Evaluation Criteria

Submitted proposals will be evaluated against the following criteria:

- Demonstrated knowledge/experience relevant to the scope of the position (30%)
- Availability and flexibility of time to meet the unique requirements of the work (20%)
- The proposed fee schedule (50%)

Evaluation Team

An evaluation Team, comprised of representatives from the Town will assess the Proposals.

Clarification

The Town reserves the right to contact any Applicant to seek clarification of the contents of the Proposal submission. The Town may investigate, as it deems necessary, the ability of the Applicant to perform the Work and the Applicant shall furnish the Town all such information and data for this purpose as the Town may request.

References

Some scores assigned to various categories may be determined through reference checks.

Interviews

The Evaluation Team may elect to interview some or all of the Applicants.

Proposal Evaluation Process

The evaluation stage will consist of a scoring by the Evaluation Team of each qualified Applicants on the basis of the identified criteria of the written Proposals. The highest scored Proposal, representing best overall value to the Town, will be recommended for selection by the Evaluation Team.

Recommendation / Award

Recommendation for award of this Proposal will be based on the Applicant's overall total score. **By responding to this RFP, the Applicant agrees to accept the recommendation of the Evaluation Team as final and binding.** Award of the Proposal will require the approval of Town Council.

9.0 Terms and Conditions of the RFP Process

Applicant to Follow Instructions

Applicants 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 the RFP where that request is made.

Applicant to Review RFP

Applicants shall promptly examine all of the documents comprising this RFP and:

1. Shall report any errors, omissions or ambiguities; and
2. May direct questions or seek additional information by fax or email, on or before the RFP's deadline for questions to the Town Contact. No such communications are to be directed to anyone other than the Town Contact. The Town is under no obligation to provide additional information but may do so at its sole discretion.

The Town Contact for this RFP is:

Barry Elliott, RMA, CLGM, CMMA
Chief Administrative Officer
Town of Maple Creek
P.O. Box 428
205 Jasper Street
Maple Creek, SK S0N 1N0
Phone: (306) 662-2244
Email: cao@maplecreek.ca

The Town and its agents do not make any representations, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. It is the Applicant's responsibility to avail themselves of all the necessary information to prepare a proposal in response to this RFP.

Town May Seek Clarification and Incorporate Response into Proposal

The Town reserves the right to seek clarification and supplementary information from Applicants after the Proposal Submission Deadline. Any response received by the Town from an Applicant shall, if accepted by the Town, form an integral part of that Applicant's proposal.

RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Applicant and incorporated into each Applicant's proposal.

Proposal Property of the Town

Except where expressly set out to the contrary in this RFP, the proposal and any accompanying documentation submitted by an Applicant shall become the property of the Town and shall not be returned.

10.0 General Clauses

Confidential Information of the Town

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

- a) Is the sole property of the Town and must be treated as confidential;
- b) Is not to be used for any purpose other than replying to this RFP;
- c) Must not be disclosed without prior written authorization from the Town; and
- d) Shall be returned by the Applicant to the Town immediately upon the request of the Town.

Subject to *Local Authority Freedom of Information and Protection of Privacy Act*

Information provided by an Applicant may be released in accordance with the *Local Authority Freedom of Information and Protection of Privacy Act*. An Applicant shall identify any information in their proposal or any accompanying documentation for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except where an order by the Information and Privacy Commissioner or a court requires the Town to do otherwise.

Rights of the Town

In addition to any other expressed rights or any other rights which may be implied in the circumstances, the Town reserves the rights to:

- a) Make public the names of any or all Applicants;
- b) Request written clarification or the submission of supplementary written information from any Applicant;
- c) Waive formalities and accept proposals which substantially comply with the requirements of the RFP;
- d) Verify with any Applicant or with a third party any information set out in a proposal;
- e) Check references other than those provided by any Applicant;
- f) Disqualify any Applicant whose proposal contains misrepresentations or any other inaccurate or misleading information;
- g) Disqualify any Applicant or the proposal of any Applicant who has engaged in conduct prohibited by this RFP;
- h) Accept or reject a proposal if only one proposal is submitted;
- i) Select any Applicant other than the Applicant whose proposal reflects the lowest cost to the Town;
- j) Cancel this RFP process at any stage;
- k) Cancel this RFP process at any stage and issue a new RFP for the same or similar services;
- l) Accept any proposal in whole or in part, provided that doing so complies with the Town Procurement Policy and other applicable laws;
- m) Discuss with any Applicant different or additional terms to those contemplated in this RFP or in any Applicant's proposal;
- n) Reject any or all proposals in its absolute discretion;

and the Town shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Applicant or any third party resulting from the Town exercising any of its express rights under this RFP or exercising any rights which may be implied in the circumstances. By

submitting a proposal, the Applicant authorizes the collection by the Town of the information set out above in the manner contemplated in those subparagraphs.

Privilege

The Town of Maple Creek reserves the right to reject any and all RFP submissions, not necessarily accept the lowest cost submission, or to accept any submission that it deems, at its sole discretion, to be in the best interest of the Town.

Agreement Refusal

“The Town reserves the right to refuse to contract with a vendor, supplier, contractor, person, or entity which has threatened or commenced litigation against the Town, breached any material terms of prior contracts, failed to perform as required pursuant to prior contracts, or has performed a wrong-doing against the Town which could be punishable in the courts.”

Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

Signing Page (Schedule A)

All responses must be signed:

Interim Communications and Marketing Services – RFP

I/We certify that the information provided in this RFP Response Document is true and complete.

I/We declare that no employee of the Town of Maple Creek is or will become interested, directly or indirectly, as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies derived there from.

I/We further declare that the undersigned is empowered by the Applicant to negotiate all matters with the partnering municipality's representatives, relative to this proposal.

I/We further declare that the agent listed below is hereby authorized by the Applicant to submit this proposal and is authorized to negotiate on behalf of the Applicant.

Applicant's Signature: _____

Applicant's Printed Name: _____

Email: _____

Business Phone: _____

Business Fax: _____

Independent Contractor Agreement – Interim
Communication and Marketing Services

This Independent Contractor Agreement (“Agreement”) is made and entered into by the undersigned parties:

TOWN OF MAPLE CREEK
P.O. Box 428
205 Jasper Street
Maple Creek, SK S0N 1N0
(known as the “Town”)

And

P.O. Box _____
Maple Creek, SK S0N 1N0
(known as the “Contractor”)

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall begin on _____ and continue until _____ unless terminated earlier as set forth in this Agreement. The term of this Agreement may be extended by mutual agreement between the parties.

2. Contracted Services

The services to be provided by the Contractor under this Agreement are those identified in the attached “Appendix B”.

The Contractor shall take direction from the Town’s Chief Administrative Officer. Additional services or amendments to the services described above may be agreed upon between the Parties.

3. Compensation

Subject to providing the services as outlined above, the Contractor will be paid the sum of _____ per month, plus GST. The Town will be invoiced monthly with payment due within ten (10) business days of receipt of the invoice.

4. Relationship

The Contractor will provide the Contractor's services to the Town as an independent contractor and not as an employee.

Accordingly:

- The Contractor agrees that the Town shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Town to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor also agrees to indemnify the Town from any and all claims in respect to the Town's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- The Contractor agrees that, as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Town may extend to its employees.
- The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Town and so long as there is no interference with the Contractor's contractual obligations to the Town.
- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Town.

5. Confidentiality and Intellectual Property

The Contractor hereby acknowledges that it has read and agrees to be bound by the terms and conditions of the Town's Confidentiality and Proprietary Information Agreement attached hereto as Appendix "A" and which forms an integral part of this Agreement. If the Contractor retains any employees or contractors of its own who will perform services hereunder, the Contractor shall ensure that such employees or contractors execute an agreement no less protective of the Town's intellectual property and confidential information than the attached Agreement.

The Contractor hereby represents and warrants to the Town that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform the Contractor's obligations hereunder and that the Contractor will not, by providing services to the Town, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

The Contractor hereby agrees that, during the term of this Agreement and for one (1) year following the termination hereof, the Contractor will not directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of the Town in a manner that conflicts with or interferes in the business of the Town as conducted with such customer or supplier.

6. Termination

The independent contractor relationship contemplated by this Agreement is to conclude at the end of the Term as stated in Section 1 of this Agreement unless terminated earlier as set forth below. The Contractor agrees that no additional advance notice or fees in lieu of notice are required in the event the relationship terminates as stated in Section 1 of this Agreement.

The Contractor agrees that the Town may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement.

The Town may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor thirty (30) calendar days advance written notice of its intention to do so or payment of fees in lieu thereof.

The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Town thirty (30) calendar days' notice of the Contractor's intention to do so. Upon receipt of such notice the Town may waive notice in which event this Agreement shall terminate immediately.

7. Obligations Surviving Termination of this Agreement

All obligations to preserve the Town's Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

8. Entire Agreement

This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the parties.

9. Assignment

This Agreement shall enure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

10. Governing Law and Principles of Construction.

This Agreement shall be governed and construed in accordance with the laws of Saskatchewan. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

TOWN REPRESENTATIVE

CONTRACTOR

Chief Administrative Officer

Contractor

Date: _____

Date: _____

Appendix “A”

CONFIDENTIALITY AND PROPRIETARY INFORMATION AGREEMENT

In consideration of the Contractor’s engagement as an independent contractor or consultant with the Town, the Contractor agrees and covenants as follows:

1. Engagement with the Town as an independent contractor (“**Engagement**”) will give the Contractor access to proprietary and confidential information belonging to the Town, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as “**Confidential Information**”). All Confidential Information remains the confidential and proprietary information of the Town.
2. As referred to herein, the “Business of the Town” shall relate to the business of the Town _as the same is determined by the Municipal Council of the Town from time to time.
3. The Contractor may in the course of the Contractor’s Engagement with the Town conceive, develop or contribute to material or information related to the Business of the Town, including, without limitation, investigative information, technical documentation, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as “**Proprietary Property**”). The Town shall exclusively own, and the Contractor does hereby assign to the Town, all Proprietary Property which the Contractor develops, or contributes to, in the course of the Contractor’s Engagement with the Town and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property. Material or information developed or contributed to by the Contractor outside work hours on the Town’s premises or through the use of the Town’s property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Town. The Contractor shall keep full and accurate records accessible at all times to the Town relating to all Proprietary Property and shall promptly disclose and deliver to the Town all Proprietary Property.
4. The Contractor shall, both during and after the Contractor’s Engagement with the Town, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Town. The Contractor may, however, use or disclose Confidential Information which:
 - (i) is or becomes public other than through a breach of this Agreement;
 - (ii) is known to the Contractor prior to the date of this Agreement and with respect to which the Contractor does not have any obligation of confidentiality; or
 - (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Contractor informs the Town of such requirement in sufficient time to allow the Town to avoid such disclosure by the Contractor.

The Contractor shall return or destroy, as directed by the Town, Confidential Information, Proprietary Property and any other Town property to the Town upon request by the Town at any time. The Contractor shall certify, by way of affidavit or statutory declaration, that all such

Confidential Information, Proprietary Property or Town property has been returned or destroyed, as applicable.

5. The Contractor covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Town's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party during the course of the Contractor's Engagement with the Town.
6. At the reasonable request and at the sole expense of the Town, the Contractor shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Town's ownership of the Proprietary Property, the Town property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Town's written assignments of all rights to the Town and any other documents required to enable the Town to document these rights.
7. The Contractor hereby irrevocably and unconditionally waives all rights the Contractor may now or in the future have in any of the Town's Proprietary Property.
8. The Contractor agrees that the Contractor will, if requested from time to time by the Town, execute such further reasonable agreements as to confidentiality and proprietary rights as the Town's customers or suppliers reasonably require to protect confidential information or proprietary property.
9. Regardless of any changes in position, fees or otherwise, including, without limitation, termination of the Contractor's Engagement with the Town, unless otherwise stipulated pursuant to the terms hereof, the Contractor will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
10. The Contractor agrees that the Contractor's sole and exclusive remedy for any breach by the Town of this Agreement will be limited to monetary damages and in case of any breach by the Town of this Agreement or any other Agreement between the Contractor and the Town, the Contractor will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
11. The Contractor acknowledges that the services provided by the Contractor to the Town under this Agreement are unique. The Contractor further agrees that irreparable harm will be suffered by the Town in the event of the Contractor's breach or threatened breach of any of his or her obligations under this Agreement, and that the Town will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Contractor from engaging in or continuing any such breach hereof. Any claims asserted by the Contractor against the Town shall not constitute a defense in any injunction action, application or motion brought against the Contractor by the Town.
12. This Agreement is governed by the laws of the Province of Saskatchewan and the parties agree to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan in relation to this Agreement.
13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

Appendix “B”

INTERIM COMMUNICATIONS AND MARKETING SERVICES – SCOPE OF WORK

WORK LOCATION:

- The Contractor will work from their own location.

REPORTING:

- The position reports to the Chief Administrative Officer.

WORK SCHEDULE

- Given the nature of the Agreement, flexibility of the work schedule is necessary in order to facilitate availability for work with community groups and to enable attendance at tradeshow and/or evening/weekend meetings as required.

GENERAL TASKS:

- Ensures Town approval is received prior to the expenditure of any funds.
- In consultation with the Chief Administrative Officer implements, coordinates and evaluates marketing and communications plans and strategies that support organizational goals and objectives.
- Conducts market research, studies industry trends and prepares recommendations and reports regarding marketing strategy.
- Develops the annual marketing plan including recommended advertising program, promotion and distribution channels. Implements and monitors a cohesive and unified brand for all organizational marketing initiatives.
- Prepares and submits all grant funding proposals in support of the Town of Maple Creek initiatives.
- Creates positive relationships with a wide variety of media outlets and community contacts, including the establishment of beneficial partnerships.
- Collaborates with available resources on design and production of marketing and communication initiatives, and develops an inventory of visual images for promotional use.
- Receives, qualifies and responds to requests from service providers and community groups to determine project financial feasibility, effectiveness, strategy and promotional contributions. Provides guidance, support, and direction to the organization on marketing activities and strategies for products and services.
- Works closely with Council, Administration and the municipal departments to prepare key messages in support of Council’s objectives.

- Writes a variety of organizational communications including newspaper articles, press releases, newsletters, social media posts and reports.
- Attends appropriate events and functions which fall under the marketing mandate. Represents the organization publicly and to the media, ensuring that sensitive issues are handled professionally.
- Liaises closely with area media to ensure Maple Creek interests are known to the media and are therefore fully and accurately reported on.