



Request for Standing Offer (RFSO)

FOR

Graphic Design Services

SUMMARY:

The Town of Canmore (The Town) is issuing a Request for Standing Offer (RFSO) with the aim of establishing a list of 3-4 graphic designers for ongoing work.

REFERENCE NUMBER:	RFSO - GraphicDesign
CLOSING DATE:	March 15, 2024
CLOSING TIME:	14:00:00 Mountain Time Zone
DATE ISSUED:	February 26, 2024
NOTE:	RESPONSES WILL NOT BE OPENED PUBLICLY

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1.0 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR STANDING OFFER

- 1.1.1 Closing Date and Time: Standing Offer proposals must be received not later than 14:00:00 hours Mountain Time Zone on March 15, 2024.
- 1.1.2 The RFSO will be issued on the Town of Canmore website and managed through email (communications@canmore.ca)
- 1.1.3 Electronic RFSO responses are to be in PDF (.pdf) format only and all components shall be formatted and combined into two files, the proposal, and any supplemental information. Submissions must be submitted prior to the closing date and time. No Amendment or change to the Proposal will be accepted after the closing date and time.
- 1.1.4 Proposals will be received by:
- Adam Robertson
communications@canmore.ca
Town of Canmore
902-7th Avenue
Canmore, AB T1W 3K1
- 1.1.5 The Town may in its sole discretion disqualify responses that do not meet the formatting and other criteria set out in Section 5.0 of this RFSO.
- 1.1.6 Responses must be in English.
- 1.1.7 Pricing submissions shall be stated in Canadian dollars exclusive of Goods and Services Tax (GST).
- 1.1.8 This Request for Standing Offer is not a tender and The Town does not intend for the laws of competitive bidding to apply.

END OF SECTION 1.0

2.0 GENERAL CONDITIONS OF RESPONSE

2.1 PURPOSE OF THE REQUEST FOR STANDING OFFER (RFSO)

The Town of Canmore (The Town) is issuing this Request for Standing Offer (RFSO) to select firms or designers to offer graphic design services on a variety of projects and corporate design requests on an ongoing basis. A variety of skill sets, both creative and corporate design are needed. Projects will be assigned moving forward based on skill sets of firms or designers.

The Town reserves the right to modify the terms or cancel the RFSO process at any time.

2.2 SUBMISSION OF RESPONSE TO THE RFSO

2.2.1 By submitting a response, each Proponent accepts the terms and conditions of the RFSO. In addition, by submitting its response each Proponent waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might adversely affect the rights of The Town under this RFSO.

2.2.2 Each Proponent shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”): (i) any employee of The Town; (ii) any member of The Town’s Council (councillor); (iii) any Town of Canmore board or committee member; (iv) any family member of any such employee, councillor or board/committee member; or (v) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, councillor, board/committee member or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this RFSO.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Proponent’s response.

2.2.3 This RFSO and any contracts subsequently entered into as a result hereof shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The courts of the Province of Alberta shall have exclusive jurisdiction over this RFSO, and any contracts entered into as a result hereof.

2.2.4 Proposal documents must be completed in accordance with the requirements of the Request for Standing Offer documents and no amendment or change to proposals will be accepted after the closing date and time.

2.2.5 All documents submitted by Proponents in response to this RFSO are to remain the property of the Town of Canmore.

2.2.6 Proposals shall be irrevocable for sixty (60) days following the closing of the Standing Offer.

2.2.7 Proposals shall be signed by an authorized signatory of the Proponent using the Signature and Waiver Sheet in Section 7.0.

2.3 NO COMMITMENT

2.3.1 The Town reserves the right to cancel or amend the Request for Standing Offer at any time.

2.3.2 No commitment on the part of the Town of Canmore shall exist under this RFSO unless and until the Proponent receives official written confirmation from the Town of Canmore that it has been selected to complete the work.

2.4 LIMITATION OF LIABILITY

2.4.1 The Town will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this RFSO, the Proponent's participation in this RFSO process or The Town's acts or omissions in connection with the conduct of this RFSO process. This limitation applies to all possible claims by a Proponent, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by The Town of a duty of fairness or relating to a failure by The Town to comply with the terms set forth in this RFSO.

2.5 ACCEPTANCE OR REJECTION

2.5.1 The Town reserves the right to reject any or all responses. Without limiting the generality of the foregoing, The Town may reject any response which it deems:

- a) is incomplete, obscure, irregular, unrealistic, or noncompliant.
- b) has erasures, ambiguities, inconsistency or corrections; or
- c) fails to complete, or provide any information required by, any provision of this RFSO.

Further, a response may be rejected on the basis of The Town's understanding of the Proponent's past record of work, its general reputation, its financial capabilities, the completion schedule or a failure to comply with any applicable law.

The purpose of The Town is to obtain the most suitable responses to the RFSO and to further the interests of The Town. Therefore, The Town has the right to waive any irregularity or insufficiency or noncompliance in any response submitted and to accept the response or responses which it deems most favourable to its interests or to reject all responses and cancel the RFSO.

In addition to any rights identified elsewhere in this RFSO, The Town reserves the right to:

- a) reject any and all responses.
- b) add, delete, or change the terms of this RFSO at any time prior to the specified closing date and time.
- c) during the evaluation period, seek clarification of any Proponent's response, including consequential amendments, or any additional information from any Proponent.
- d) accept or reject, in whole or in part, any response without giving any reason.
- e) cancel the RFSO process without penalty at any time for any reason; and
- f) negotiate and enter into an agreement with any Proponent notwithstanding any noncompliance by the Proponent's response with any requirement of this RFSO.

The Town is the sole and final judge with respect to the selection of any Successful Proponent as a result of this RFSO process.

All Proponents submitting a response to this RFSO will be advised of the results of the RFSO process by email. Please allow at least six weeks for responses to be evaluated by The Town.

2.6 QUESTIONS AND CLARIFICATIONS

2.6.1 Procedural or technical questions shall be submitted through email (communications@canmore.ca).

2.6.2 It is the Proponent's responsibility to clarify the interpretation of any item of this RFSO no later than the time specified in section 1.1.1.

2.7 DISCREPANCIES IN NUMBERS

- 2.7.1 In the event of a numerical discrepancy or error in a RFSO proposal, the written number will prevail.
- 2.7.2 In the event of pricing extension errors, the unit price will apply.

2.8 CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 2.8.1 All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Proponent by The Town or a third party as a representative of The Town (which information, in addition to the confidentiality requirements hereunder, will be kept confidential by the Proponent in accordance with the terms of its disclosure by such third party) or which is otherwise obtained by the Proponent in connection with this RFSO process, other than that which is common knowledge or within the public domain, is the confidential property of The Town and must not be disclosed by the Proponent, except to duly authorized representatives of The Town. Such confidential information or property is not to be employed other than in connection with responding to this RFSO unless otherwise duly authorized by The Town in writing. These confidentiality provisions will remain binding obligations on each Proponent following the conclusion of this RFSO process until The Town reasonably determines that such confidential information referred to herein has become part of the public domain (other than by disclosure or use prohibited herein) and releases the Proponent from its confidentiality obligation. This requirement does not prohibit any Proponent from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the Proponent may reasonably believe to endanger the safety or welfare of the public.
- 2.8.2 Proponents acknowledge that any information or documents provided by it to The Town may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*. This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documents.
- 2.8.3 The Town acknowledges that a Proponent's response may contain information in the nature of a Proponent's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town agrees that portions of responses to this RFSO which are provided in confidence will be protected from disclosure to the extent permitted by law. The Town is bound by the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time, and all documents submitted to The Town will be subject thereto. Each Proponent must identify appropriate parts of its response or other documents submitted to The Town as confidential and specify what harm could reasonably be expected from its disclosure; however, The Town may not be able to ensure that such parts will not be protected from access.
- 2.8.4 Proponents are advised that The Town will, as necessary, be disclosing the responses on a confidential basis to its employees and advisors who have a need to know in connection with this RFSO process for, among other things, the purpose of evaluating and participating in the evaluation of the responses. It is the responsibility of each Proponent to ensure that all personal information provided to The Town with respect to the Proponent's personnel and their experience is supplied with the informed consent of such individuals and in accordance with applicable law. By submitting any personal information each Proponent represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for purposes of this RFSO response. Also, such individuals are agreeing to the use of such information as part of the RFSO evaluation process, for any audit of the procurement process and for contract management and performance purposes.
- 2.8.5 Vendors or suppliers having access to, or custody of, The Town records shall be required to comply with the provisions of the *Freedom of Information and Protection of Privacy Act*.

2.9 COST OF PREPARATION

- 2.9.1** Any cost incurred by the Proponent in the preparation of its response to this RFSO shall be borne solely by the Proponent.
- 2.9.2** Shortlisted candidates may be invited to participate in an interview. The Town will not pay for the time required or travel expenses incurred to participate in the interview.

2.10 OWNERSHIP OF SUBMISSIONS

- 2.10.1** All responses submitted to The Town become the property of The Town and shall not be returned. They will be received and held in confidence by The Town, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

2.11 CLARIFICATION FROM PROPONENTS

- 2.11.1** The Town reserves the right to seek from any/all Proponents any further clarification it may require on responses submitted pursuant to this RFSO.

2.12 PROPONENT PERFORMANCE

- 2.12.1** The selected Proponent may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Proponent and The Town. The Town may also conduct periodic reviews/assessments of any selected Proponent, taking into consideration, in addition to specific work related to the project undertaken by the Proponent, ongoing Proponent staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Proponent, with the goal of immediate and permanent resolution where concerns have been raised. The Town reserves the right to remove from the roster any selected Proponent who has been qualified by this RFSO process by way of written notice if, in the sole discretion of The Town, based on any on-going or specific evaluation or assessment of the Proponent or its performance of any work, it is deemed to be in The Town's best interests.

2.13 FORM OF CONTRACT

- 2.13.1** The Town intends to select three to four (3-4) firms or designers for inclusion on the Standing Offer List. The successful firms will be required to enter into a contract.

2.14 PROFESSIONAL SERVICES TERMS AND CONDITIONS

- 2.14.1** The contract will set out the terms and conditions of graphic design services.

2.15 TERMS OF PAYMENT

- 2.15.1** Invoices will be paid within 28 days from the approval date of the invoice.

2.16 INSURANCE AND WORKERS' COMPENSATION BOARD REQUIREMENTS

- 2.16.1** Mandatory eligibility requirement for response to this RFSO:
- (a) The Successful Proponent shall always carry during the performance of the work General Liability/ Umbrella Liability Insurance with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence for bodily injury (including death) and

damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, cross liability, completed operations and product liability, and such other types of insurance as would be carried by a prudent person performing such contract work and as The Town may from time to time require.

- (b) The Successful Proponent shall always carry during the performance of the work Professional Liability in an amount not less than TWO MILLION DOLLARS (\$2,000,000) insuring against errors and omissions in their performance of professional services under this RFSO. The Successful Proponent shall maintain appropriate insurance coverage for at least two (2) years after the completion of services.
- (c) The Successful Proponent shall always carry during the performance of the work Automobile Liability Insurance for owned and non-owned automobiles with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence.
- (d) The Successful Proponent shall at all relevant times carry Workers Compensation Board coverage of either of Alberta or of another AWCBC board that will extend the required amount of coverage to cover the employee outside of their home province. Proponents shall submit their WCB number together with a letter from the appropriate department indicating there are no outstanding fees, fines, claims or debts due on the Successful Proponent's account to The Town prior to the commencement of the work.

2.16.2 Responsibilities of Successful Proponent

- (a) The Successful Proponent shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply The Town with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to The Town.
- (b) The Successful Proponent or their insurer will notify The Town at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Proponent to The Town.
- (c) The Successful Proponent shall provide a certificate of such insurance to The Town within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

2.17 INDEMNIFICATION

- 2.17.1** The Successful Proponent agrees to indemnify and save harmless The Town, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Proponent functions arising from this contract except to the extent of The Town's gross negligence.
- 2.17.2** At no time will The Town be responsible for any injury sustained by the Successful Proponent, their employees or any person on The Town's premises, nor will The Town be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Proponent, their employees or any other person, including damage to vehicles and their contents, while these goods are on The Town's premises.
- 2.17.3** The Town shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Proponent arising out of or in any way related to this

RFSO or subsequent contract.

2.18 CANADIAN FREE TRADE AGREEMENT

- 2.18.1** The provisions of the Canadian Free Trade Agreement (CFTA) and New West Partnership Trade Agreement (NWPTA) apply to this RFSO.
- 2.18.2** As per the requirements of the CFTA (2017), this RFSO is subject to Part III, Chapter Five – Government Procurement of the Agreement.
- 2.18.3** As required by the CFTA, the name of the Successful Proponent and the value of the award will be posted on APC.

2.19 DEBRIEFING

- 2.19.1** The Town will offer a debrief to unsuccessful Proponents on request. Please allow up to six weeks for responses to be evaluated by The Town.

END OF SECTION 2.0

3.0 STANDING OFFER PARTICULARS

3.1 WORK ALLOCATION PROCEDURE

3.1.1 Work will be allocated as follows:

- a) Project-based work will be allocated to each firm/designer based on skills determined to be needed for the project. Availability will also be a consideration.
- b) Corporate-branding work (regular advertising, corporate documents, other items as needed) will be allocated to one designer for consistency. Availability will be a consideration.
- c) The selection of the designer for each project will be made at the sole discretion of the Town.

3.2 GENERAL

3.2.1 The Proponent acknowledges that a Standing Offer is not a contract and the selection of the Proponent for inclusion in The Town's Standing Offer List does not oblige or commit The Town to procure services from the Proponent.

3.2.2 The Proponent offers to provide and deliver to The Town the services described in the Standing Offer, in accordance with the pricing set out in the proposal if, and when The Town may request such services, in accordance with the conditions listed at subsection 3.3.3.

3.3 PERIOD OF THE STANDING OFFER

3.3.1 The period of this Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.

3.3.2 The Town reserves the right to extend this term to complete any in-progress projects.

3.3.3 If mutually agreeable between the firm or designer and The Town, the Standing Offer may be extended for up to two (2) additional years under the same conditions and at the rates or prices specified in the Standing Offer. Unless or until either party gives at least thirty (30) days written notice of termination prior to the extension date, the extension or renewal will be automatic without any further documentation or confirmation being required.

3.3.4 The Town reserves the right to negotiate various changes to the Agreement to reflect current conditions at the time of extension or renewal. The Consultant will be advised of the decision to make changes to the Standing Offer Agreement by The Town thirty (30) days before the extension date. A revision to the Standing Offer will be issued by The Town.

END OF SECTION 3.0

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4.0 DESCRIPTION OF SERVICES

4.1 DESCRIPTION OF NEED

4.1.1 Background

The Town has a diverse need for graphic design services, some of which include developing brand standards and a variety of materials to match the standards, logo development, advertising (ongoing and campaign based), online advertising materials (social media and web), and creative project-based work. We are a growing community and continue to see our needs for different design services increase.

4.1.2 Work Scope

The ongoing work scope, is expected to include some or all, but may not be limited to the following:

1. Brand Standard and Guideline development
2. Branding material development
 - a. Regular advertising
 - b. Campaign-based advertising
 - c. Signage
 - d. Corporate documents
 - e. Online advertising (social/web)
 - f. Other items as needed
3. Ongoing (weekly) print advertising development
4. Project-based advertising development
5. Signage design
6. Project-based work

END OF SECTION 4.0

5.0 RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

5.1 FORMAT AND OUTLINE OF RESPONSES

- 5.1.1 All responses are to be submitted in PDF format.
- 5.1.2 Any supplemental information, other than the information requested in this RFSO, shall be submitted in a separate PDF. The supplemental information will not be considered or evaluated by The Town.

5.2 PROPOSAL SUBMISSION REQUIREMENTS

Proponents are requested to submit a proposal containing the following:

- A. Cover Letter and Introduction:
 - 1. A brief introduction.
 - 2. Highlights and descriptions of applicable work experience.
 - 3. Name and contact information of the principal contact person.
- B. Portfolio:
 - 1. Please submit a portfolio showcasing work from three projects, which may be in alignment with work scope in section 4.1.2.
- C. Project Team:
 - 1. A short bio for each member, highlighting their specialty and specific experience.
 - 2. A resume for each member [a maximum of two pages per person].
- D. Price Proposal - Complete Standing Offer – Hourly Rate Per Designer
- E. Mandatory Requirements [no page limit].
 - 1. Signed Signature and Waiver Sheet, Section 7.0.
 - 2. Insurance Requirements: Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.19.
 - 3. WCB Requirements: Provide evidence of WCB coverage as described in Section 2.19.

5.3 EVALUATION PROCESS

- 5.3.1 Selection of the Successful Proponents pursuant to this RFSO will be made on the basis of the Proponent's written response and other factors germane to The Town. The responses shall be evaluated based on the matrix shown below.

Evaluation Criteria	Evaluation
Cover Letter and Introduction	10%
Portfolio	35%
Project Team	35%
Price Proposal	20%
Mandatory Requirements	Compliance check

- 5.3.2** A submission will first be reviewed for compliance with the mandatory requirements of this RFSO as listed above. A submission not complying with the criteria may be considered non-compliant and not receive further consideration.

5.4 CONFIDENTIALITY OF EVALUATION

- 5.4.1** Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Proponents, no details of the submission, score or ranking of any Proponent will be released to any Proponent.

END OF SECTION 5.0

6.0 PRICE PROPOSAL

6.1 INSTRUCTIONS

- 6.1.1** Price proposals must be in Canadian Dollars.
- 6.1.2** If planning to include yearly adjustments for cost of living include preliminary estimates in proposal.
- 6.1.3** If applicable, include rates for any additional staff that may be completing work on behalf of your company.
- 6.1.4** Hourly rates are not to include taxes or expenses.

END OF SECTION 6.0

7.0 SIGNATURE AND WAIVER SHEET

- 7.1.1** By signing below, the Proponent hereby acknowledges and agrees as follows:
- (a) Prior to submitting its response to this RFSO, the Proponent has obtained from the Town of Canmore and thoroughly reviewed the entirety of the RFSO.
 - (b) The Proponent has thoroughly reviewed, understands, and agrees to be bound by all terms and conditions of this RFSO, unless otherwise waived by the Town of Canmore in its sole discretion and confirmed in writing. The Proponent hereby waives any rights or claims that it was not aware of any document incorporated by reference into this RFSO.
 - (c) The Proponent's representative signing below has the full authority to represent the Proponent in all matters relating to the RFSO and bind the Proponent to the terms and conditions of this RFSO.
 - (d) The terms of this document are severable from one another, and the invalidity of any one or more paragraphs in this document, will not affect the validity of the other paragraphs.

Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Proponent Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

Notes to Signatories:

Incorporated Proponents should affix a corporate seal to the signature sheet. If an incorporated Proponent does not affix a corporate seal, the Town of Canmore reserves the right to request documentation confirming corporate signing authority in the form of a director's resolution, evidence of current registered officers, or other corporate record.

Unincorporated Proponents must submit proposals signed by individual or legal entity with capacity to execute legal documents and bind the Proponent. The Town of Canmore reserves the right to request documentation confirming individual identities and authority of the signatory to represent the Proponent.

END OF SECTION 7.0