
REQUEST FOR PROPOSAL

RFP # STRAT2022-002

Town of Maple Creek

Consulting Services – Facilitate 5-year Strategic Planning
Exercise

P.O. Box 428

205 Jasper Street

Maple Creek, SK S0N 1N0





Town of Maple Creek
Consulting Services – Facilitate 5-Year
Strategic Planning Exercise

REQUEST FOR PROPOSAL
RFP # STRAT2022-002

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

Issue Date: June 28, 2022

Closing Time: 4:00pm

Closing Date: July 28, 2022

Project Award Date: August 23, 2022

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Introduction

The Town of Maple Creek is seeking proposals for professional services to facilitate the completion of a five-year strategic planning exercise with Council and senior staff.

This exercise will provide direction to the organization to continue to ensure the enhancement and enrichment of the Town's various programs and services for the benefit of all of the community's residents and visitors with a focus on values, strategic principles and priorities for the next several years.

All work and final deliverables must be completed and received by the Town of Maple Creek by November 15, 2022.

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

Barry Elliott

CAO

Phone: 1-306-662-2244

Email: townofmaplecreek@sasktel.net

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.

2.0 Project Scope

2.1 Purpose

The purpose of this Request for Proposals is to inform potential applicants of an opportunity and to permit proponents to submit proposals.

2.2 Scope of the Work

1. To facilitate, through consultation, the completion of an update to the March 2020 Town of Maple Creek Strategic Plan.

3.0 Deliverables

The successful consultant shall be required to:

1. Meet initially with the Town of Maple Creek's Mayor and Chief Administrative Officer (CAO) to clarify the intended participants to, and the outcomes of, the strategic planning exercise. At this meeting, the parties will discuss and agree upon the methodology to be used by the consultant in accomplishing, to the client's satisfaction, the goals of this exercise.
2. Employ a defined data collection process to collect from the client all information needed to ensure the success of the exercise. The consultant is responsible for preparing the necessary materials for presentation and discussion with the client.
3. Facilitate a one-day strategic planning engagement meeting on-site with members of Council and senior staff (approximately 13 individuals).
4. Prepare and submit a final report providing a comprehensive analysis of the discussions complete with a visual representation of the approved goals and related strategies.
5. Submit eight copies of the final report before November 15, 2022.

4.0 Submission Requirements

4.1 Proposals submitted shall include:

- General qualifications and experience of the firm
- Detailed qualifications, relevant experience and assigned tasks of the team member(s) who will carry out the work
- Proposed methodology and schedule
- Fixed fee and projected expenses to carry out the facilitation
- 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 proponent to obtain a Business License for the Town of Maple Creek.**

5.2 The Town shall provide:

- A copy of the current Strategic Plan;
- Current budgetary information.

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 consulting firm.
- All unsuccessful respondents 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 July 28, 2022. Two (2) hard copies of RFP submittals must be submitted if proposals are sent via mail or delivered in person. Electronic copies will also be accepted, if you choose to submit electronic copies they must be signed. The submission of hard copies will not be required in addition to electronic copies. Any submissions 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: townofmaplecreek@sasktel.net

6.3 Submission of Proposals

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

Town of Maple Creek

Consulting Services – Facilitate 5-Year Strategic Planning Exercise RFP # STRAT2022-002

P.O. Box 428

205 Jasper Street

Maple Creek, Saskatchewan SON 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 proponent shall be required to enter into a contract for services with the Town in substantially the form of the attached Consulting Services Agreement (Schedule “B”).

8.0 Evaluation of Proposals

Evaluation Criteria

Submitted proposals will be evaluated against the following criteria:

- Understanding of the project objectives/outcomes and vision (5%)
- Team Composition (25%)
- Work Plan, Methodology and Schedule (40%)
- Project Deliverables (10%)
- The proposed fee schedule (20%)

Evaluation Team

An evaluation Team comprised of representatives from the Town will assess the Proposals. The Evaluation Team may, in addition to Town representatives, include external consultants and technical advisors.

Clarification

The Town reserves the right to contact any Proponent to seek clarification of the contents of the Proposal submission. The Town may investigate, as it deems necessary, the ability of the Proponent to perform the Work and the Proponent 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 Proponents and their key staff at its sole discretion.

Proposal Evaluation Process

The evaluation stage will consist of a scoring by the Evaluation Team of each qualified Proposal 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 Proponent's overall total score. **By responding to this RFP, the Proponent 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

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 the RFP where that request is made.

Proponents to Review RFP

Proponents 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 Proponent'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: townofmaplecreek@sasktel.net

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 Proponent's responsibility to avail itself 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 Proponents after the Proposal Submission Deadline. Any response received by the Town from a Proponent shall, if accepted by the Town, form an integral part of that Proponent's proposal.

RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent'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 a Proponent 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 Proponents 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 a Proponent may be released in accordance with the *Local Authority Freedom of Information and Protection of Privacy Act*. A Proponent shall identify any information in its 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 Proponents;
- b) Request written clarification or the submission of supplementary written information from any Proponent;
- c) Waive formalities and accept proposals which substantially comply with the requirements of the RFP;
- d) Verify with any Proponent or with a third party any information set out in a proposal;
- e) Check references other than those provided by any Proponent;
- f) Disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- g) Disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- h) Accept or reject a proposal if only one proposal is submitted;
- i) Select any Proponent other than the Proponent 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 Purchasing Policy and other applicable laws;
- m) Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent'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 Proponent 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 Proponent 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.

The remainder of this page is intentionally left blank.

Signing Page (Schedule A)

All responses must be signed:

Consulting Services – Facilitate 5-Year Strategic Planning Exercise

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 Proponent 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 Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.

Company Name: _____

Respondent's Signature: _____

Respondent's Printed Name: _____

Respondent's Title: _____

Email: _____

Business Phone: _____

Business Fax: _____

Schedule B

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT dated for reference _____ is

BETWEEN:

TOWN OF MAPLE CREEK, having an address at 205 Jasper Street, Maple Creek, SK
("Town")

AND:

_____, having an address at _____
("Consultant")

GIVEN THAT the Town wishes to engage the Consultant to provide consulting services in relation to the project and the Consultant wishes to provide such services to the Town in accordance with the terms and conditions of this agreement;

This agreement is evidence that in consideration of the mutual promises set out herein (the receipt and sufficiency the parties acknowledge), the Town and the Consultant agree with each other as follows:

Definitions

1. In this agreement, in addition to the words defined above,

- (a) "Consultant's Proposal" means the Consultant's written proposal to the Town for performance of the Services, dated _____, a copy of which is attached as Schedule "A";
- (b) "Town's Representative" means the Town's Chief Administrative Officer or such other person as the Town may appoint in writing;
- (c) "Professionals" means, subject to section 3, any individual identified by name in the Consultant's Proposal and any individuals employed or otherwise engaged by the Consultant to perform the Services with the prior consent of the Town;
- (d) "Project" means Facilitation of the 5-Year Strategic Planning Exercise;
- (e) "Services" means the acts, services and work described in the Consultant's Proposal and all acts, services and work necessary to achieve the objectives set out in the Consultant's Proposal.

Services to Be Performed by the Consultant

2. The Consultant agrees to perform the Services, in accordance with the Consultant's Proposal, on the terms and conditions of this agreement.

Employment of Professionals

3. Without affecting the Consultant's obligations under this agreement, the Consultant must only engage the services of individuals who have the education, training, skill and experience necessary to perform the Services in accordance with section 4 and must cause them to perform the Services on behalf of the Consultant.

Warranty as to Quality of Services

4. The Consultant represents and warrants to the Town that:
 - (a) the Consultant and the Professionals have the education, training, skill, experience and resources necessary to perform the Services;
 - (b) the Services will be performed in accordance with the standards of care, skill and diligence normally provided by professionals providing services similar to the Services, all applicable enactments and laws, and in accordance with all relevant codes, rules, regulations and standards of any professional or industry organization or association, and the Consultant acknowledges and agrees that the Town has entered into this agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

5. The Town must pay the Consultant \$ _____ (the "Contract Price") for the Services in accordance with this agreement. The Contract Price shall be the entire compensation to the Consultant for the Services and shall cover and include all fees, expenses, disbursements, profit, overhead and any other costs incurred by the Consultant in performing the Services. In no event shall the Contract Price be exceeded without the prior written agreement of the Town.

Invoices

6. Not more than once each month, the Consultant may deliver an invoice to the Town, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month.

Payment by the Town

7. Payments are due within 30 days after delivery of an invoice to the Town. The Town may withhold some or all of any payment due to:
 - (a) the Consultant's failure to provide a reasonably detailed invoice under section 6;
 - (b) the Consultant's failure to perform the Services in a satisfactory manner, as determined by the Town in its sole discretion; or
 - (c) the Consultant's breach of this Agreement.

Town's Representative

8. The Town appoints the Town's Representative as the only person authorized by the Town to communicate with the Consultant or to make determinations, decisions and directions in respect of this agreement. The Consultant agrees that the Town is not bound by any act, omission,

communication, determination, decision or direction of any person other than the Town's Representative.

Term

9. The Consultant shall commence the Services on _____ and complete the Services on November 15, 2022 subject to any extension agreed upon by the parties.

Termination or Suspension at Town's Discretion

10. Despite the rest of this agreement, the Town may, in its sole discretion, by giving notice to the Consultant, terminate or suspend all, or any part, of the Services. If the Town terminates or suspends all or part of the Services under this section, the Consultant may deliver an invoice to the Town for the period between the end of the month for which the last invoice was delivered by the Consultant and the date of termination or suspension, and sections 6 and 7 apply. The Consultant is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the Services.

Termination for Default

11. Despite the rest of this agreement, the Town may terminate all, or any part of, the Services, by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:
- (a) the Consultant breaches this agreement and the Consultant is not diligently pursuing a cure for the breach to the satisfaction of the Town, in the Town's sole discretion, within five days after notice of the breach is given to the Consultant by the Town;
 - (b) the Consultant breaches the agreement and has diligently pursued a cure for the breach in accordance with subsection (a), but has not cured the breach within thirty days after notice of the breach is given to the Consultant by the Town; or
 - (c) the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made, or resolution passed for the winding up or dissolution of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Town, if the Town terminates part or all of the Services under this section, the Town may arrange, upon such terms and conditions and in such manner as the Town considers appropriate, for performance of any part of the Services remaining to be completed, and the Consultant is liable to the Town for any expenses reasonably and necessarily incurred by the Town in engaging the services of another person to perform those Services. The Town may set off against and withhold from amounts due to the Consultant such amounts as the Town determines, acting reasonably, are necessary to compensate and reimburse the Town for the expenses described in this section.

Records

12. The Consultant:

(a) must keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the Town, which may make copies and take extracts from the accounts and records;

(b) must keep reasonably detailed records of performance of the Services by the Consultant, which must at all reasonable times be open to inspection by the Town, which may make copies and take extracts from the records;

(c) must afford facilities and access to accounts and records for audit and inspection by the Town and must furnish the Town with such information as the Town may from time to time require regarding those documents; and

(d) must preserve, and keep available for audit and inspection, all records described in section 12(a) through (c) for at least two years after completion of the Services or termination of this agreement, whichever applies.

Delivery of Records

13. If the Town terminates all or part of the Services under this agreement, the Consultant must immediately deliver to the Town, without request, all Project-related documents in the Consultant's possession or under its control.

Ownership of Intellectual Property

14. By this section, the Consultant irrevocably grants to the Town the unrestricted licence for the Town to use, for the Project and the Town's other activities related to the Project all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Consultant agrees that the licence granted by this section includes the right for the Town, at any time, to adapt, use and modify all such technical information and intellectual property for the Town's uses set out above.

Confidential Information

15. The Consultant will not disclose any information provided by the Town under this Agreement except to the extent necessary to perform the Services, where permitted in writing by the Town or where required by law.

Agreement for Services

16. This is an agreement for the performance of services and the Consultant is engaged under the agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this agreement, neither the Consultant nor any of its employees or contractors is engaged by the Town as an agent of the Town. The Consultant is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, unemployment insurance, workers' compensation and income tax. This agreement does not create a joint venture or partnership.

Conflict of Interest

17. The Consultant must not perform, for gain, any services for any person other than the Town, or have an interest in any contract other than this agreement, if the Town determines, acting reasonably, that performance of the Services, or the Consultant's interest in the contract, creates a conflict of interest between the obligations of the Consultant to the Town under this agreement and the obligations of the Consultant to the other person or between the obligations of the Consultant to the Town under this agreement and the Consultant's pecuniary interest.

Assignment

18. No part of this agreement may be assigned or subcontracted by the Consultant without the prior written consent of the Town, and any assignment or subcontract made without that consent constitutes a breach by the Consultant of this agreement. The Consultant agrees that, among other things, the Town may refuse its consent if the Town, in its sole discretion, determines that the proposed assignee or subcontractor has not got the skill, experience or corporate resources necessary to perform the Services. A permitted subcontract does not relieve the Consultant from any obligation already incurred or accrued under this agreement or impose any liability upon the Town.

Time of the Essence

19. Time is of the essence of this agreement.

Alternative Rights and Remedies

20. Exercise by a party of any right or remedy of that party, whether granted in or under this agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

Notice

21. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

- (a) To the Town:
Town of Maple Creek
Fax Number: (306) 662-4131
E-mail Address: townofmaplecreek@sasktel.net
Attention: Barry Elliott
Chief Administrative Officer

- (b) To the Consultant:
Fax Number: (____) _____
E-mail Address: _____
Attention: _____

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

22. In this agreement

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

(b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this agreement;

(c) the word "enactment" has the meaning given to it in the *Interpretation Act* (Saskatchewan) on the reference date of this agreement;

(d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;

(e) reference to a month is a reference to a calendar month; and

(f) section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement.

23. This agreement is governed by, and is to be interpreted according to, the laws of Saskatchewan.

Binding on Successors

24. This agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

25. This agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this agreement.

Waiver

26. Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

Signature Page

As evidence of the agreement of the parties to be bound by the above terms and conditions of this agreement, the parties have executed this agreement below, on the respective dates written below.

TOWN OF MAPLE CREEK by its authorized signatories:

Mayor

Chief Administrative Officer:

Date executed: _____, 20__.

[If Consultant is an Individual]

Signed, Sealed and Delivered in the presence of:)
)
)

Witness Name:)

Consultant's Name:)

Witness Address:)

Witness Occupation:)

Date executed: _____)

[If Consultant is a Company]

• by its authorized signatories:

Name:

Name:

Date executed: _____