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REQUEST FOR PROPOSALS

2010 Arctic Winter Games Pin Production
Reference number: MPR-03

**GRANDE PRAIRIE 2010 ARCTIC WINTER GAMES
HOST SOCIETY**



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Table of Contents

		Page Number
Section I	General Information and Instructions	3
Section II	Terms of Reference	6
Section III	Proposal Evaluation Criteria	8
Section IV	Response Guidelines	11
Section V	Pro-Forma Contract	13
Addendum A	Design, Development and Use of Pins Policy MPR-07	22



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SECTION I GENERAL INFORMATION AND INSTRUCTIONS

1. Proposals must be Couriered or Hand Delivered to:

2010 Arctic Winter Games Office
#13, 11500 100 ST
Grande Prairie, AB T8V 4C2
Phone: 780-538-4777
Fax: 780-532-7397

The original is to be submitted stating: Proponent's Name, Proposal Reference Number, Project Title and closing time and date on the outside of the envelope or package.

Submissions **MUST** be received before 4:00 pm MST on September 30, 2009.

2. The Grande Prairie 2010 Arctic Winter Games Host Society will not be responsible for any proposal that:
 - does not indicate the Proponent's Name, Proposal Reference Number, Project Title and closing time and date;
 - is delivered to any address other than that provided above.
3. Proponents may not amend their proposal after the closing time and date, unless as a result of negotiations commenced by the Host Society, but may withdraw their proposal at any time.
4. Facsimile transmitted proposals will not be accepted. However, as outlined in paragraph 5 faxed amendments will be accepted.
5. Amendments to proposals may be submitted by facsimile and will be accepted under the following conditions:
 - the amendment is received before the submission deadline at the facsimile number stated;
 - the Host Society will not accept liability for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit other than that stated herein, or for any other reasons; and
 - the Host Society cannot guarantee the confidentiality of information contained in the amendment.
6. This is **not** a Request for Tenders or otherwise an offer. The Host Society is not bound to accept the proposal that provides for the lowest cost or price to the Host Society nor any proposal of those submitted.



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7. Notice in writing to a proponent and the subsequent execution of a written agreement shall constitute the making of a contract. No proponent shall acquire any legal or equitable rights or privileges whatever until the contract is signed.
8. The Host Society reserves the right to negotiate with the highest rated proponent or re-invite proposals from the highest rated proponents without going to a public proposal call.
9. If a contract is to be awarded as a result of this Request for Proposals, it shall be awarded to the proponent who is responsible and responsive and whose proposal provides the best potential value to the Host Society. Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.
10. The contract to be entered into with the successful proponent may include the whole or relevant portions of the Request for Proposals and of the successful proposal as well as such other terms as may mutually be agreed upon arising from any negotiations between the Host Society and the successful proponent. It is expected that the Contract to be entered into with the successful proponent will be substantially in the form forming a part of this Request for Proposals.
11. In the event of any inconsistency or conflict between the provisions contained in this Request for Proposals or the successful proposal and the contract to be entered into with the successful proponent, the provision of the contract shall govern.
12. The Host Society has the right to cancel this Request for Proposals at any time and to reissue it for any reason whatsoever without incurring any liability and no proponent will have any claim against the Host Society as a consequence.
13. Any amendments made by the Host Society to this Request for Proposals will be issued in writing and posted to the Host Society website.
14. The Host Society is not liable for any costs of preparation or presentation of proposals even if this Request for Proposals is cancelled pursuant to paragraph 13.
15. An evaluation committee will review each proposal.
16. All information, including documents, submitted to the Host Society are in the custody and control of the Host Society and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act*. This *Act* allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions.



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17. Proposals may be short-listed. Proponents who are short-listed may be requested to make a formal presentation. Should this occur, marks for presentation will be allocated by a reassessment of the original scoring. Such presentations shall be made at the cost of the proponent.
18. The proposal and accompanying documentation submitted by the proponents will not be returned.
19. Each proponent is required to disclose any instances, which may cause a conflict of interest as defined in the pro-forma agreement. If such disclosures are made, the proponent is required to indicate the manner in which they intend to address such conflicts. Where the Host Society is not satisfied with the manner in which the proponent intends to address such conflicts the Host Society, in its sole discretion, may refuse to consider the proponent's proposal.
20. The Host Society also reserves the right to disqualify any proponent if any instances, disclosed from any other source, create a conflict of interest.

All questions or enquiries concerning this Request for Proposals should be in writing and be submitted no later than five (5) calendar days prior to the proposal deadline.

- General questions and Technical enquiries should be directed to Krista Mitchell, Project Coordinator

Telephone: 780-538-4777 Fax: 780-532-7397
E-Mail: projectcoordinator@awg2010.org

Verbal responses to any enquiry cannot be relied upon and are not binding on either party.

END OF GENERAL INFORMATION AND INSTRUCTIONS.



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SECTION II TERMS OF REFERENCE

1. PROJECT IDENTIFICATION

Title 2010 Arctic Winter Games Pin Design
Location: Grande Prairie, Alberta
Program Division: Marketing and Public Relations Division

2. PROJECT PERSONNEL

Krista Mitchell
Project Coordinator
projectcoordinator@awg2010.org

3. BACKGROUND

- The 2010 Arctic Winter Games requires the production of a series of souvenir pins. The pins will be distributed for sale, promotion and/or trade.

4. OBJECTIVES

- To produce a series of 2010 Arctic Winter Games souvenir pins.

5. SCOPE OF WORK

- Produce a series of Games pins for the 2010 Arctic Winter Games.
- The pins to be produced are: President's Pin, Mascot Pin, Volunteer Pin, General Souvenir Games Pin, Sponsor Pin, Culture Pin, Officials Pin, 21 Sport Specific Pins, Media Pin and Zipper Pull.
- Additional pin designs may be required.

6. CONSTRAINTS

- The production of the Pins must adhere to the Design, Development and Use of Pins Policy MPR-007. (Attached for your reference)
- Production will be based on the designs submitted by the Pin Designer in illustrator vector files:
 - minimum size of pins 1"
 - maximum size of pins 1 1/4"
 - Maximum 6 colors

7. HOST SOCIETY'S RESOURCES

- The Host Society will provide staff resources to educate the Producer about the various facets of the Games culture & identity including the brand.



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8. CONSTRAINTS

- The 2010 Arctic Winter Games has limited financial resources and will require a portion of the work to be provided as gift in kind.
- The project must be completed no later than November 15, 2009.

9. DELIVERABLES

- Progress reports will be required for the following:
 1. Proof of design before production begins
 2. Schedule of Production



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SECTION III PROPOSAL EVALUATION CRITERIA

Mandatory Requirements

The following are mandatory requirements for all proposals. Proposals that do not clearly demonstrate compliance with these requirements will result in disqualification of the proponent's proposal and removal of the proposal from further considerations during the evaluation process.

- Must be received by the closing time and date.
- Must clearly state proposed fees and expenses.

Rating

Proposals shall be evaluated and rated by an evaluation committee, using predetermined criteria to determine which proposal potentially provides the best value to the Host Society.

Detailed ratings and comments will be confidential however, once the contract has been executed, a proponent can ask for their own detailed rating and comments and the names and total rating of the other proponents.

In terms of relative importance, each criterion is given a pre-assigned weight, as outlined on the Proposal Rating Schedule, to which each proposal will be evaluated.

Each criterion is rated on a scale of 0 to 10. Each criterion's rating is then multiplied by the assigned weight to yield a total for that element. Summation of the individual totals yields a total score, which represents the overall degree of satisfaction for the respective submission.

This procedure is repeated for each of the responsive proposals.

The highest total score will determine the proposal that potentially provides the best value to the Host Society.

PROPOSAL RATING SCHEDULE

PROPONENT:

Item	Rating Criteria	Assigned Weight (B)	Unit Points Awarded (B)	Total Points (A) x (B) = (C)
1	Team - Personnel to be assigned to or made available to the contract	25		
2	Methodology or approach proposed by the proponent	25		
3	Proponent's Past Relevant Experience	10		
4	Contract Schedule	10		
5	Fees and Expenses	30		

TOTALS		100	N/A	
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Comments:



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Committee Member _____

Date: _____

Committee Member _____

Date: _____

Committee Member _____

Date: _____

Committee Member _____

Date: _____

Committee Member _____

Date: _____

END OF PROPOSAL EVALUATION CRITERIA



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SECTION IV RESPONSE GUIDELINES

The following information should be provided in each proposal. As this information will be utilized in evaluating each responsive proposal submitted. Proponents are encouraged to use the same headings to present their offer.

Team

Describe the team in terms of responsibilities, decision-making and the role each member of the team will play. In particular:

- Who will have the overall responsibility for managing the project team? What experience does this person have managing an interdisciplinary team on similar projects? In particular, describe the manager's experience on at least two similar projects.
- Identify the amount of time key members are expected to put into this project.
- Identify who will be backup to key personnel.
- Provide resumes for key members of the project team, including back-up members.

Methodology

Proponents should demonstrate their understanding of the work involved, explain their approach to meeting the stated objectives, identifying significant factors, objectives, site trips, meeting, schedule, budget, various concerns, client reporting, and other significant events or activities.

Proponent's Past Relevant Experience

Proponents should describe similar services they have provided in the past. Identify the location and dates of the work performed. Projects for the Host Society are of particular interest, however other projects that indicate the proponent's experience and ability to undertake the work should also be described. Note to users, this section focuses on the Firm's experience whereas the Team section focuses on the team's individuals.

Project Schedule

Proponents' schedule should be consistent with the project schedule identified in the Terms of Reference. Proponents should indicate significant milestone events and if changes to the proposed schedule are anticipated.



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Fees and Disbursements

The proposal must propose a fee, plus estimates for disbursements. Other requirements could include:

- a) Total cost of the project including the role for each team member, daily rate for each team member, and estimated total number of days for each member.
- b) Provide a statement of charges to be incurred for:
 - overtime charges, if applicable;
 - miscellaneous expenses;
 - travel;
 - secretarial support/word processing; and,
 - other charges.
- c) Prices bid must be stated in actual dollars and cents expressed in Canadian funds.

END OF RESPONSE GUIDELINES



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SECTION V PRO-FORMA CONTRACT

The following Pro-Forma contract outlines key contractual requirements of the Host Society, which are considered important to the Host Society and will be substantially incorporated into any resultant contract.



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AGREEMENT

BETWEEN: THE GRANDE PRAIRIE 2010 ARCTIC WINTER GAMES HOST SOCIETY, of the City of Grande Prairie, Alberta, ("HOST SOCIETY")

OF THE FIRST PART

AND: (Insert the name of the contractor) of the (City/Town/Hamlet), in the province of Alberta, ("Contractor")

OF THE SECOND PART

WHEREAS the Host Society has requested the Contractor to provide certain services;

AND WHEREAS the Contractor has agreed to provide such services to the Host Society;

AND WHEREAS the Host Society and the Contractor wish to set out the terms and conditions relating to the provision of such services;

THEREFORE the Host Society and the Contractor agree as follows:

DEFINITIONS:

"Contracting Authority" means the Grande Prairie 2010 Arctic Winter Games Host Society or authorized delegate;

"Conflict of Interest" means any circumstances that may arise in the performance of the Services that, in the Host Society's opinion, may be perceived to influence the impartiality or objectivity of the Contractor involved in the provision of the Services. They shall include circumstances that could result in the provision of a benefit to the Contractor or the Contractor's family, other than a benefit contemplated by this agreement:

"Family" includes mother, father, brother, sister, spouse, child, stepchild, foster child, adopted child, in-laws or grandparents of the Contractor.



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SERVICES AND PAYMENT

- 1.1 The Contractor agrees to provide to the Host Society those services set out in the Request for Proposal, "2010 Arctic Winter Games Pin Production", reference MPR-03 and attached as Appendix "A" hereto and the Contractor's Proposal, dated (*DATE OF PROPOSAL*) and attached as Appendix "B" hereto (the "Services") to the full satisfaction of the Host Society.
- 1.2 The Host Society agrees to pay for the services, a total amount not greater than (*INSERT AMOUNT OF CONTRACT*) Dollars (\$_____) based on the formula set out in Appendix B hereto.
- 1.3 The Contractor and the Host Society have mutually agreed upon the following terms:
 - 1.3.1 (*insert in this section any negotiated items or terms that differ from the proposal and/or RFP*)

2. TERM

- 2.1. This Contract shall commence on the ___th day of _____, 20__ and terminates on the ___ day of _____, 20__, unless otherwise terminated in accordance with the provisions of this Contract.

3. NOTICE AND ADDRESS

- 3.1 Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail and shall be addressed as follows:
 - i) If, to the Host Society by
personal delivery:
Grande Prairie 2010 Arctic Winter Games Host Society
Marketing & Public Relations Division
#13, 11500 100 ST, Grande Prairie, AB T8V 4C2

posted:
Grande Prairie 2010 Arctic Winter Games Host Society
Marketing & Public Relations Division
Suite 3010, #3, 9899-112 Avenue, Grande Prairie, AB T8V 7Z2

facsimile:
Grande Prairie 2010 Arctic Winter Games Host Society
Marketing & Public Relations Division
780-532-7397



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- ii) If to the Contractor, at:
Enter name of Contactor
Enter address
Enter name of community
Enter name of Contact Person

3.2 Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have been received on the seventh day after posting, or if by facsimile, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

ENTIRE AGREEMENT

This contract comprises the entire agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the services to be provided by the contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this contract.

5. GENERAL TERMS

- 5.1 The Contractor agrees that all records provided to it shall remain confidential and shall be used only for the purpose for which they were provided, and the Contractor shall not disclose those records or any portion of those records to third parties unless the law provides that such disclosure must be made.
- 5.2 Time shall in every respect be of the essence.
- 5.3 The Contractor is an independent Contractor with the Host Society and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the Host Society and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the Federal and Provincial Payroll Tax.
- 5.4 This contract shall be interpreted and governed in accordance with the laws of Alberta and the laws of Canada as they apply in Alberta.
- 5.5 No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.



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- 5.6 The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 5.7 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the Host Society and the Contractor hereby absolutely assigns to the Host Society the copyright in the property for the whole of the term of the copyright.
- 5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
- 5.9 This contract may be extended by the written consent of the parties.
- 5.10 The Contracting Authority may delegate any of his authority and undertaking pursuant to this contract to any other employee or agent of the Host Society.
- 5.11 This contract shall ensure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.
- 5.12 It should be noted that all information, including documents, submitted to the Host Society are in the custody or under the control of the Host Society and thus subject to the protection and disclosure provisions of the Personal Information Protection Act (*PIPA*) and *Protection of Privacy Act (ATIP)*. The Contractor acknowledges that the Host Society may be required to release, in whole or in part, the contract and any other information or documents in the Host Society's possession or control relating to this contract pursuant to *PIPA* and/or *ATIP*.
- 5.13 The Contractor declares that the Contractor has no interest in the business of any third party that would cause a Conflict of Interest in carrying out the Services.

In the event such an interest is acquired, in the Host Society's opinion, during the life of this agreement the Contractor shall be required to cure the Conflict of Interest forthwith to the Host Society's satisfaction.

If the Contractor refuses to cure the Conflict of Interest the Host Society may terminate this agreement.

6. CONTRACTOR RESPONSIBILITIES

- 6.1 The Contractor shall indemnify and hold harmless, the Host Society, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the Contractor under this contract.
- 6.2 The Contractor shall be liable to the Host Society for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the Contractor's control.
- 6.3 In the event that the Contractor is, in the opinion of the Contracting Authority, in default in respect of any obligation of the Contractor hereunder the Host Society may do any act as it deems necessary to rectify such default and the Host Society may deduct or set off the cost of such rectification against any payment due the Contractor.
- 6.4 **ASSIGNMENT:** The Contractor may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the Host Society.
- 6.5 The Contractor shall keep proper accounts and records of the services for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or the 3-year extension set out herein, the Contractor, upon the request of the Host Society shall produce such accounts and records.
- 6.6 The Contractor shall notify the Host Society immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in anyway attributable to the performance or non-performance of the services under this contract.

7. TERMINATION

- 7.1 The Host Society may terminate this contract at any time without penalty upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority, the Contractor is unable to deliver the service as required, the Contractor's performance of work is persistently faulty, in the event that the Contractor becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labour dispute delays or threatens to delay timely performance of the contract or the Contractor defaults or fails to observe the terms and conditions of the contract in any material respect.



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7.2 This contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the Host Society for work performed to the date of termination.

FINANCIAL

- 8.1 The Host Society, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such hold back shall continue until the breach has been rectified to the satisfaction of the Host Society.
- 8.2 The Host Society may set off any payment due the Contractor against any monies owed by the Contractor to the Host Society.
- 8.3 Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later.
- 8.4 The Host Society may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of work, pay any amount, which is due and payable to the Contractor under the contract, if any, directly to the obligee of and the claimants against the Contractor or subcontractor.

9. INDEMNIFICATION and INSURANCE

- 9.1 The Contractor shall indemnify and hold harmless the Host Society and its employees and agents, from and against all claims, damages, losses and expenses, including legal fees to the extent that they arise out of or result from the Services. These indemnification obligations shall be limited to claims, damages, losses or expenses which are caused by a breach of the contract, negligence or other legally actionable wrong, by the Contractor or anyone directly or indirectly employed by the contractor or for whom the contractor is otherwise responsible.
- 9.2 The Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employee's performance under this Contract. Combined single limit per occurrence shall not be less than \$250,000. Annual aggregate limit shall not be less than \$500,000.00. The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.



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10. FACSIMILE/PDF EXECUTION

This Agreement signed in counterpart and transmitted via facsimile copy or PDF copy via email shall constitute a signed original.

IN WITNESS WHEREOF the parties hereto have set their hand and seals as of the date and year entered below.

FOR THE HOST SOCIETY:

FOR THE CONTRACTOR

Francois Fournier-General Manager

*

Date

Date

Witness

Witness

END OF PRO-FORMA CONTRACT

Addendum A

Policy Manual

MPR-007

Design, Development and Use of Pins

Purpose

To develop a series of souvenir pins for the 2010 Arctic Winter Games for the distribution, sale and/or trade.

Policy

A request for proposal will be put forward for the design of 2010 Arctic Winter Games Pins. The Pins Program will be coordinated by the Marketing and Public Relations Division. Once the design has been approved, quotes will be sought for manufacturing the pins.

For each pin developed, a set number of individual pins (not yet determined) will be made available for sale in the Games store, and at specific venues during the Games. Further, there will a limited number of complete souvenir pin sets developed.

Marketing and Public Relations will bear the cost of designing and manufacturing the following pins:

- President's Pin
- Mascot Pin
- Volunteer Pin
- General Souvenir Games Pin
- Sponsor Pin
- Culture Pin
- Sport Specific Pins including Officials Pin

Marketing and Public Relations Division will coordinate the development of 'division specific pins' upon request, however the cost to design and manufacture pins in addition to the ones mentioned above will be charged back to the requesting division.