



# **DEVELOPMENT OF ALL-NEW WEBSITE AND BRAND TO SUPPORT NEW REGIONAL FILM & TV OFFICE**

## **Request for Proposal**

Date of Release – June 8, 2022

**Closing Date and Time:  
Wednesday, July 6, 2022  
4:00 p.m. Mountain Time**

**Town of Didsbury  
Box 790  
Didsbury, Alberta T0M 0W0**

**Submissions to: [aross@didsbury.ca](mailto:aross@didsbury.ca)**

**Attention: Alexa Ross  
Economic Development Officer**

**Send proposal inquiries to: [jon.a@sundre.com](mailto:jon.a@sundre.com)**

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## **PART I. INVITATION SUMMARY**

The Town of Didsbury, the Town of Sundre, and Mountain View County (collectively as corporations referred to as “Partnership members or Parties” or geographically as “Mountain View Region”) are collaborating to a) increase access to technology and the technology industry that serves the film and TV industry in the Mountain View Region, b) solicit inward (especially foreign) direct investment, and c) promote the Mountain View Region as a production hub for film and TV. It is hoped this partnership will eventually lead to the establishment of a new permanent film office or commission to represent the Mountain View Region as a filming location.

A new website will be used to provide location search services, information on available skilled trades and local crew, and policies, to producers and location scouts working in the film and TV industry. The location search interface will involve embedding a web-based Service as a Software (Saas) called Reel Scout.

The establishment of a new brand identity will be needed to guide the website’s form and feel in support of the development of the Mountain View Region as a film and TV production hub.

Above all, the website must provide access to information to the public in a way that is easy to navigate, and to do so in a stylish, impressive, and pleasing format.

Proposals should include the source of costs and expenses. An appropriate budget limit will be strictly enforced. All operational and site ownership models are welcome for consideration. Costs should be all inclusive, including all travel, carriage, insurance, courier, etc., and include the costs associated with training administrative staff on content management of the site.

A yearly maintenance or subscription fee/budget should also be outlined, if applicable. If your company will impose a maximum number of developed pages based on budget, please outline this clearly. Ideally, a site refresh or modernization would occur once every three (3) to five (5) years, and therefore any value-added refreshes or redevelopments associated with the new site will be viewed positively. The website needs to have the ability to be accessed by the partners to make modification without having to use 3<sup>rd</sup> party services.

All submissions should include a proposed timeline and work plan. The Parties are hoping to have the website complete within six (6) months and has a target of December 30, 2022 as its “go live” date.

### **A. Introduction**

The Mountain View Region has a total area of almost 4000 square kilometers. Mountain View County consists of topography ranging from bald prairie to forested foothills. The Town of Didsbury is a traditional railway and agricultural town, featuring several old buildings and a brick-built historic downtown. Many shows and movies have used the Town of Didsbury in place of American mid-west settings. It was recently used for the miniseries “Under the Banner of Heaven”. The Town of Sundre is an economically diverse community, with western North American architecture, a working-class aesthetic and a variety of pretty public spaces and facilities accentuated by outdoor natural beauty. It was recently used as the setting for the award-winning independent feature film “Pipe Nation”.



A unique brand architecture will be needed to convey the essence of opportunity that exists in the Mountain View Region for film and TV production industry, as well as the technology industry serving the film and TV industry.

Websites that feature elements the project team are seeking, include (in no order of preference):

- a) Okanagan Film Commission (<http://okanaganfilm.com/>).
- b) Utah Film Commission (<https://film.utah.gov/>).
- c) Moab to Monument Valley Film Commission (<https://www.filmmoab.com/>).
- d) The Ontario Film Commission (<https://digitallibrary.ontariocreates.ca/digitallibrary/default.aspx>).

Note that all the websites feature links to the Reel Scout web-based SaaS frame, which is the interface most used by location scouts in the film and TV industry. In Alberta, the province of Alberta maintains a subscription with Reel Scout, a section of which the Mountain View Region will most likely utilize as the database to showcase its searchable region ([https://alberta.reel-scout.com/loc\\_results.aspx](https://alberta.reel-scout.com/loc_results.aspx)).

The Parties will be expecting to manage content, and therefore a user-friendly backend CMS interface with detailed reporting capabilities is an absolute requirement.

## **B. Desired Components of Brand and New Website**

The Mountain View Region would like to promote itself as an attractive place to invest and conduct film and TV operations. Since the website will often be the first impression of the community, it's essential that the website be presented in a modern style and be easy to navigate for users.

In addition to the brand, style and presentation of the website, the following are the minimum deliverables:

- a) Search functionality on website, ideally for easy and rapid (2 clicks or less) navigation to pages and attachments on various topics, such as policies or skilled trades, etc.
- b) Able to easily link to Reel Scout page servicing Mountain View Region.
- c) Security features, such as HTTPS.
- d) Easy and attractive backend CMS dashboard, featuring a reporting system allowing for manipulation and analysis of data on site visits, usage, etc.
- e) Ability to access CMS remotely or externally.
- f) Ability to complete online forms to submit applications or queries. Note that instant online applications are being sought, NOT instant approvals. Forms and application info should be deployed to relevant staff quickly and automatically.
- g) Individual pages on topics such as, but not limited to the following:
  - I. Information on each community party to the partnership;
  - II. Calendar of event information;
  - III. Skilled trades and local crew directory;
  - IV. Service directory (i.e. catering, lodging and accommodation, etc.);
  - V. Business directory;
  - VI. Incentives;
  - VII. Contact information;
  - VIII. Additional pages may be considered



- h) Ability to provide the option of uploading photos, videos or both on landing and/or splash pages.
- i) Ability to collect contact information for the creation of newsletter email distribution lists.
- j) Multi-browser capability (Chrome, Firefox, Safari, Edge, Brave, etc.) and responsive to mobile devices.
- k) Social media feed aggregation.
- l) Document uploading, including common document file types.

Additional functions that if were included would be considered an asset, include:

- m) Integration with Geographic Information Systems (GIS), if necessary;

The site should have the potential to be upgraded in the event of future website innovations.

Please submit any prior examples of websites created by your firm.

The successful candidate will be a firm that is well-versed in branding and web design, showcases innovation and creativity in addition to any recommendations on design and functionality will be strongly appreciated.

### **C. The Parties' Role**

The Parties will work alongside the consultant to ensure that deliverables are met.

The project contacts are:

Alexa Ross, Economic Development Officer with the Town of Didsbury. E-mail: [aross@didsbury.ca](mailto:aross@didsbury.ca) and  
Jon Allan, Economic Development Officer with the Town of Sundre. E-mail: [jon.a@sundre.com](mailto:jon.a@sundre.com)

### **D. Submission Requirements**

#### **Letter of Transmittal:**

The letter of transmittal must contain the following statements and information:

1. Company name, address, telephone number(s), and website.
2. Name, title, email address, and telephone number of the person(s) to contact and who is authorized to represent the firm and to whom correspondence should be directed.
3. GST and WCB numbers.
4. A brief statement of your understanding of the services to be performed and make a positive commitment to provide services as specified.
5. The letter must be signed by a corporate officer or person authorized to bind the vendor to the Proposal and cost schedule.
6. A statement indicating that the Proposal and cost schedule will be valid and binding for ninety (90) days following the Proposal due date, which will become part of the contract negotiated with the Town of Didsbury via Alexa Ross, [aross@didsbury.ca](mailto:aross@didsbury.ca)

#### **Cost of Services**

The Town is requesting that the vendor submit a total cost Proposal in CANADIAN DOLLARS.

#### **Draft Contract Language**

The vendor shall submit a draft contract.



## **E. Evaluation Criteria and Process**

An evaluation of qualifications will be based upon the following criteria as a benchmark:

- Approach, Creativity/Innovation and Methodology – Timeline, etc. (30% weighting).
- Understanding of services to be provided (10% weighting).
- Experience and/or References for the Firm (20% weighting).
- Project Staffing and Experience (10% weighting).
- Satisfaction of Previous Clients/End Users (10% weighting).
- Pricing (20% weighting)

A rating system, based on pre-defined points and percentages, will be used to evaluate the Proposals. The award of the contract will be made to the firm whose Proposal receives a favourable evaluation, recommendation of the selection committee.

Preference will be given to Canadian, in particular Alberta companies. Companies from outside the country may not apply.

## **F. Deadline for Submission of Proposals**

Proposals must be received by the Town of Didsbury prior to **4:00 p.m. (Mountain Standard Time) on Wednesday, July 6, 2022 (the “Closing Date”)**.

**Proposals** shall be submitted via email in PDF format to the following e-mail address;

**Submission Email: [aross@didsbury.ca](mailto:aross@didsbury.ca)**

**Attention: ALEXA ROSS  
Economic Development Officer**

**Send proposal inquiries to: [jon.a@sundre.com](mailto:jon.a@sundre.com)**

## **G. Miscellaneous**

### **1. Indemnity for Infringement**

2.1.1 The Proponent must, in correspondence under which the Proposal is being submitted to the Town of Didsbury, state as follows:

"This Proponent hereby indemnifies the Town of Didsbury, the Town of Sundre and Mountain View County (henceforth collectively known as “the Partnership members”) and its related parties including, but not limited to, its elected officials, officers, employees, agents and advisors and hereby agrees to hold them harmless against all claims, suits, proceedings, demands and actions arising out of or in any way connected with copyright, patent or other intellectual property infringement rights asserted by others against the Partnership members, including for all damages, judgments, costs, fees and expenses (including legal fees



on a solicitor and his own client full indemnity basis) as a result of the Partnership members owning, using or benefiting from the use of the Proposal or from designing, building, operating and maintaining the Project that is contained in the Proposal."

## 2. Proponent Selections

- 2.1 The Evaluation Committee may select one or more Qualified Proponents whose Proposals in the Evaluation Committee's view and sole and unfettered discretion, best meet the Evaluation Criteria. The Qualified Proponent(s) may, at the Partnership members' sole and unfettered discretion, be extended an Invitation to Negotiate with the Partnership members.
- 2.2 By submitting a Proposal, the Proponent acknowledges and agrees that:
  - 2.2.1 The Partnership members have, and are hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the Evaluation Criteria; and
  - 2.2.2 It waives any right to contest in any legal proceedings or otherwise the decision of the Partnership members to award points in respect of the Evaluation Criteria.
- 2.3 The Partnership members also reserve the right to accept conditions to be offered by and/or negotiated with the Successful Proponent, which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation but shall not be used to revise the Sign Structure Production Fees.
- 2.4 At all times, the Partnership members reserve the right to seek written clarifications of a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal and be binding upon the Proponent.

## I. Interpretation

- 1.0 In this RFP, unless the subject matter or context indicates otherwise:
  - 1.1 Words importing the singular shall include the plural and vice versa;
  - 1.2 Words importing gender shall include the masculine, feminine, and neuter genders; and
  - 1.3 References to any statute shall extend to and include any orders in council or regulations passed under and pursuant thereto, and any amendment or re-enactment of such statute, orders in council or regulations substantially in replacement thereof.
- 2.0 General Conditions Applicable to this RFP
  - 2.1 Currency
    - 2.1.1 In this RFP, all references to dollar amounts are in Canadian currency.
  - 2.2 Tax
    - 2.2.1 For this Project, the Partnership members are zero-rated for purposes of the federal goods and services tax. Proponents are to obtain and rely on their own tax advisors.



### 3.0 Appendices and Addenda

- 3.1 The Appendices to this RFP and any subsequent Addenda are incorporated into and form part of this RFP. The information and data contained in the Appendices and any subsequent Addenda may form the basis upon which the Contract will be concluded with the Partnership members.

### 4.0 Disclaimer of Liability and Indemnity

- 4.1 By submitting a Proposal, a Proponent agrees:

- 4.1.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 4.1.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 4.1.3 that it has gathered all information necessary to perform all of its obligations under its Proposal and the Contract;
- 4.1.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 4.1.5 to hold harmless the Partnership members, its elected officials, officers, employees, insurers, agents or advisors, and all of their respective successors and assigns, from all claims, liability, and costs related to all aspects of the RFP process;
- 4.1.6 that it shall not be entitled to claim against the Partnership members, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Partnership members or otherwise (including information made available by its elected officials, officers, employees, agents or advisors, regardless of the manner or form in which the information is provided) is incorrect or insufficient;
- 4.1.7 that the Partnership members will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of or arising out of submitting a Proposal or due to the Partnership members' acceptance or non-acceptance of its Proposal; and
- 4.1.8 to waive any right to contest in any proceeding, case, action or application, the right of the Partnership members to negotiate with any Proponent for the Contract whomever the Partnership members deem, in their sole and unfettered discretion, to have submitted the Proposal most beneficial to the Partnership members.

### 5.0 No Tender and no Contractual Relationship

- 5.1 This selection process is not a tendering process. It is part of an overall selection process intended to enable the Partnership members to identify a potential Successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the Partnership members and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations between the Town of Didsbury or the Partnership members and the Proponent arising from this RFP or the submission of a Proposal.



- 5.2 Further, the Proponent acknowledges and agrees that this procurement model is not a tender but a Request for Proposal. A Proponent may rescind a Proposal at any time prior to the execution of the Contract.

#### 6.0 Discretion of the Town of Didsbury and the Partnership members

- 6.1 Notwithstanding any other provision of this RFP to the contrary, the provisions in this Part I., paragraph 6.0 prevail, govern, and override all other parts of this RFP. The Town of Didsbury and the Partnership members are not bound to accept any Proposal. At any time prior to execution of the Contract, the Town of Didsbury may, in its sole and unfettered discretion, or for its own convenience, terminate the selection process, cancel the Project and proceed with the Project on different terms. All of this may be done with no compensation.
- 6.2 The Partnership members reserve the right to accept or reject any and all Proposals, all without giving reasons, not necessarily accept the lowest priced Proposal, and not accept any Proposal. The Partnership members reserve the right to determine, in its sole and unfettered discretion, whether any Proposal meets the Mandatory Requirements. Selection of the Successful Proponent, if any, is at the sole and unfettered discretion of the Partnership members`.
- 6.3 The Town of Didsbury and the Partnership members are not bound to negotiate with any Proponent.
- 6.4 The Town of Didsbury and the Partnership members are not bound to grant an interview to any Proponent.
- 6.5 The Town of Didsbury and the Partnership members reserve the right, at their sole and unfettered discretion, to:
- 6.5.1 negotiate the specific contractual terms and conditions, including but not limited to the service fees;
  - 6.5.2 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
  - 6.5.3 negotiate with any or all Proponents; and
  - 6.5.4 receive, consider, negotiate and/or accept any Proposal, regardless of whether it complies (either in a material or non-material manner) with the Mandatory Requirements or not.

#### 7.0 Site Conditions

- 7.1 The Proponent is responsible for inspecting the sites where support is required and for making whatever inquiries or arrangements necessary for it to become fully. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:
- 7.1.1 the nature of providing support;
  - 7.1.2 the location and all conditions relating to the Sites.

#### 8.0 Limitation of Liability & Indemnity

- 8.1 The Town of Didsbury and the Partnership members, its directors, officers, servants, employees, agents, and consultants expressly disclaim any and all liability for representations, warranties (express or implied), errors or omissions in the RFP package or in



any written or oral information transmitted or made available at any time to a proponent by or on behalf of the Partnership members.

- 8.2 The successful Proponent shall release, indemnify and hold harmless the Town of Didsbury and the Partnership members, Town of Sundre and Mountain View County and their elected and appointed officers, servants, agents, employees, or contractors, from and against any and all losses, claims, demands, payments, suits, actions, damages, judgments, and expenses (including solicitor's fees), of every nature and description brought or recovered against or incurred by the Parties and its elected and appointed officers, servants, agents, and employees arising out of or related to the Architect's breach of the Architectural and Design Services Contract, or by reason of any act or omission or alleged act of omission of the Architect, its agents, employees or contractors in the performance of the Contract, or arising from the exercise of any rights or remedies of the Partnership members.

#### 9.0 Representations and Warranties

- 9.1 The Partnership members make no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 9.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 9.3 No implied obligation of any kind by or on behalf of the Partnership members shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the Partnership members, are and shall be the only representations and warranties that apply.
- 9.4 Information referenced in this RFP, or otherwise made available by the Partnership members or any of their elected officials, officers, employees, agents or advisors as part of the selection process, is provided for the convenience of the Proponent only and none of the Partnership members, their elected officials, employees, agents, and advisors warrants the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the Town of Didsbury any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

#### 10.0 Information Disclosure and Confidentiality

- 10.1 All documents submitted to the Town of Didsbury, the Town of Sundre or Mountain View County will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act ("FOIP"). FOIP allows persons a right of access to records in the Town of Sundre's custody or control. It also prohibits the Partnership members from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 15 and 16 of FOIP. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the Partnership members cannot assure Proponents that any portion of the Proponent's documents can be kept confidential under FOIP.

#### 11.0 Independent Determination



- 11.1 The Partnership members will not consider a Proposal if it was not arrived at independently without collusion, consultation, communication, or agreement as to any matter, such as prices, with any other Proponent.

## 12.0 Disqualification

- 12.1 The failure to comply with any aspect of this RFP (either in a material way or otherwise), including, but not limited to, the instructions to Proponent, shall render the Proponent subject to such actions as may be determined by the Partnership members, including disqualification from the selection process, suspension from the selection process, and imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

## 13.0 Agreement on Internal Trade

- 13.1 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, (AIT) do not apply to this Proposal.
- 13.2 The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal and for the execution of the Services. The Partnership members are not responsible for undertaking any investigations to assist the Proponent.
- 13.3 The Proponent further agrees that it shall not rely upon any oral information provided to it by the Partnership members, their consultants or any of their respective representatives.

## 14.0 Notices and Enquiries

- 14.1 Enquires or other notices or communication required or permitted to be given hereunder shall be deemed to have been well and sufficiently given if delivered, mailed by prepaid registered mail or e-mailed, all as the case may be, to the address of the party to whom it is intended as hereinafter indicated:

To:  
Town of Didsbury  
Box 790  
Didsbury, Alberta T0M 0W0  
Attention: Alexa Ross  
Economic Development Officer

- 14.2 To the Proponent, at the address, and e-mail address of the Proponent given in the Proposal;
- 14.3 Or to such other address or e-mail address as a party may from time to time direct in writing;
- 14.4 Any notice delivered before 4:00 p.m., local time, on a Business Day, shall be deemed to have been received on the day of delivery and any notice delivered after 4:00 p.m., local time, on a Business Day or delivered on a day other than a Business Day, shall be deemed to have been received on the next Business Day. Any notice mailed shall be deemed to have been received 3 days after the date it is postmarked. Any notice sent by e-mail before 4:00 p.m., local time, on a Business Day, shall be deemed to have been received on the date of sending the notice, provided however, that any notice sent by e-mail after 4:00 p.m., local time, on a Business Day, or sent on a day other than a Business Day, as the case may be, shall be deemed to have



been received on the next Business Day. In the event normal mail service is impaired at the time of sending the notice, then sending the notice by delivery or e-mail must be utilized.

#### 15.0 Law and Forum of Proposal

15.1 The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta and by submitting a Proposal, the Proponent is taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

#### 16.0 Proposal Instructions

16.1 The Proponent must read, consult, and comply with the information contained within all areas of this RFP.