

400, 1601 – 9th Avenue S.E. Calgary, Alberta Canada T2G 0H4

REQUEST FOR PROPOSALS ("RFP")

15RFP34100014

Travel Alberta North America – Travel and Influencer Media Relations

RFP Issue Date: November 30, 2015

RFP Closing: January 29, 2016 – 14:00 MST

RFP Process Facilitator: Emily Cheng-So

Travel Alberta

Email: procurement@travelalberta.com

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1.0 GENERAL

1.1 Introduction

Vendors are invited to submit Proposals for the provision of the Services and Materials as specified in this RFP.

This RFP will be conducted with the objective of maximizing the benefit to Travel Alberta, while offering Vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the wording used throughout this RFP. Failure to satisfy any term or condition of this RFP may result in an unacceptable Proposal.

All Proposals must be provided in English.

Facsimile and Email proposals in any form(s) will not be accepted.

1.2 Use of Twenty-Four (24) Hour Clock

Please be aware that all times quoted in this RFP are written according to the twenty-four (24) hour clock and are given in Alberta Time (as defined in the APC RFP Administration Terms and Conditions).

1.3 APC Terms and Conditions are in Force

Subject to the amendments specified below, the RFP Administration Terms and Conditions dated January 28, 2015 ("Terms and Conditions") posted on Alberta Purchasing Connection ("APC") web site form part of this RFP at the link indicated below.

http://vendor.purchasingconnection.ca/TermsAndConditions.aspx

a) Section 2.2 of the APC RFP Administration Terms and Conditions is deleted and a revised Section 2.2 is inserted as follows:

All questions regarding the RFP must be directed to the RFP Process Facilitator. The RFP Process will be facilitated by the following facilitator, who can be contacted at:

Emily Cheng-So Travel Alberta 400, 1601 - 9th Avenue S.E. Calgary, Alberta, Canada T2G 0H4

E-mail: procurement@TravelAlberta.com

The Vendor is responsible to notify the RFP Process Facilitator in writing for any item subject to more than one interpretation in the RFP and to request any instruction, decision, or direction required to prepare the Proposal.

In order for the RFP Process Facilitator to deal effectively with Vendor questions or concerns about any terms, conditions or requirements of the RFP including the Contract provisions, such questions or concerns must be communicated to the following email address: procurement@travelalberta.com by January 15, 2016. Questions received after this time will be answered if time permits.

Verbal responses are not binding on either party. Supplementary information obtained from any other source is not considered official and may be inaccurate.

b) Section 2.14 of the APC RFP Administration Terms and Conditions is deleted and a revised Section 2.14 is inserted as follows:

The RFP will close at 14:00 Mountain Standard Time on the RFP closing date. Proposals shall be received by the RFP Process Facilitator before 14:00 Alberta Time on the RFP closing date. For RFP closing purposes, the official time of receipt of Proposals shall be as determined by the RFP Process Facilitator upon submission to the RFP Process Facilitator Calgary location (see the amended Section 2.2 of the APC RFP Administration Terms and Conditions).

c) Section 2.15 (d) of the APC RFP Administration Terms and Conditions is deleted and a revised Section 2.15 (d) is inserted as follows:

Vendor Proposals submitted must include one original hard copy and one digital copy on a disk, USB file(s) or digital file transfer to procurement@TravelAlberta.com of the proposal.

Proposals must be sealed and clearly marked with the RFP's number and RFP closing date and addressed as follows:

Travel Alberta North America Travel and Influencer Media Relations

- 15RFP34100014

Closing Date: January 29, 2016 at 14:00

Attention: Emily Cheng-So

Travel Alberta

400, 1601 - 9th Avenue S.E. Calgary, Alberta, T2G 0H4

d) Section 2.17 of the APC RFP Administration Terms and Conditions is deleted.

2.0 RFP PROCESS

2.1 RFP Terminology

Terminology used throughout this RFP includes those defined in the APC RFP Administration Terms and Conditions and RFP Appendix "A" and as follows:

- a) "APC" means the Alberta Purchasing Connection web site at http://www.purchasingconnection.ca
- b) "Travel Alberta" or "the Corporation" means a statutory agent of the Alberta Crown as established by the *Travel Alberta Act*.

2.2 RFP Schedule of Events

RFP Issue Date: November 30, 2015 RFP Question Submission Date: January 15, 2016

RFP Closing Date: January 29, 2016 at 14:00

Selection of Successful Vendor: March 8, 2016

The above dates are subject to change at the sole discretion of Travel Alberta.

2.3 Verification of Receipt of Response

If a Respondent wishes to verify that a Response has been received prior to the Response Closing Date and Time, the Respondent may send an email to: procurement@travelalberta.com as detailed in Section 1.3 a). The Respondent must identify the company name before this information will be released. No other information concerning the Responses will be released under any circumstances.

2.4 Withdrawal of Bid

Respondents may withdraw their proposals by sending a letter to the RFP Process Facilitator.

2.5 Pre-Screening of Responses

Proposals will be pre-screened against the mandatory requirements by the RFP Process Facilitator. To facilitate this process, Vendors must fill in RFP Appendix "C" with summary statements identifying how the Proposal meets the requirements.

Proposals not meeting all mandatory requirements will not be considered for evaluation.

2.6 Evaluation of Responses

The Proposals will be evaluated on the basis of the completeness and suitability of the response for Travel Alberta using specific proposal evaluation criteria. The evaluation will be made based on the information contained in the body of the Proposal and the completed RFP Appendix "C" and RFP Appendix "D".

For the successful Vendor, reference checks may be conducted using the contacts identified in the Vendor's submission according to RFP section 4.2.2.

2.7 Feedback to Vendors

Proposal evaluation ratings will be confidential and will not be disclosed to external parties except where disclosure must be made under the Freedom of Information and Protection of Privacy Act. After the Successful Vendor has been identified, Vendors can obtain a verbal debriefing about their own Proposal on request to the RFP Process Facilitator. Note however that the ratings of other Vendors will not be discussed.

3.0 PROJECT/SERVICES INFORMATION

3.1 Project/Services Overview

3.1.1 Introduction

The purpose of this Request for Proposal (RFP) is to solicit Responses for the provision of services to Travel Alberta as detailed in the attached RFP Appendix "A".

3.1.2 Project/Services Objectives

Travel Alberta's strategy is to grow tourism revenues \$ 10.3 billion by 2020 by directing our brand at high-potential markets. We will lead with

Alberta's authentic experiences in breathtaking landscapes that drive visitation throughout the province.

3.1.3 Background

Who we are: Travel Alberta is the tourism marketing organization of the Government of Alberta. Established on April 1, 2009 as a Crown corporation, we operate under authority of the Travel Alberta Act.

Located in the heart of Western Canada, bordered by the Rocky Mountains to the west and the prairies to the east, the province of Alberta is a holiday destination known for surprising even the most experienced travellers. The picturesque mountain towns of Banff, Lake Louise and Jasper are revered by skiers, hikers and nature lovers for their awe-inspiring terrain, jaw-dropping vistas, legendary champagne powder and abundant Canadian wildlife. From exploring Calgary and Edmonton, lively cities brimming with music, culture and nightlife, to discovering dinosaur fossils in the mysterious Canadian Badlands, visiting Alberta promises an experience unlike any other.

What we do: An innovative team of youthfully spirited adventurers are leaders in marketing Alberta's authentic experiences in breathtaking landscapes at home and around the world.

Travel Alberta works with social influencers, bloggers, photographers, freelance writers, editors and broadcasters on travel-oriented stories to build destination awareness for Alberta's tourism experiences. The team helps with placing stories, content creation, research, and travel planning for familiarization trips, image sourcing, interview contacts, filming schedules and more.

Our connection to the Ministry of Culture and Tourism:

Travel Alberta is responsible for the growth in visitation and tourism revenues for the province of Alberta, regionally, nationally and internationally. Travel Alberta has a shared responsibility with the Ministry of Culture and Tourism to grow tourism revenues for the province to \$10 billion by 2020.

Requirements: Please see the RFP Appendix "A" - Schedule 1 Terms and Conditions – Corporations for more detailed requirements.

3.1.4 Project/Services Duration and Scope

The contract term, services and scope are as indicated in RFP Appendix "A".

3.1.5 Related Documents and Reference Material

Travel Alberta may have related documentation or reference material that potential vendors are required to consider for the provision of services under this RFP. Vendors may also find this information provides additional clarity regarding the scope of this RFP. Any available reference material will be listed and itemized in RFP Appendix "E".

3.1.6 Reporting Structure

The following are the key individuals and roles that the Vendor will report to or work within Travel Alberta for the delivery of the Services:

- a) Media Manager
- b) Global Media Specialist, USA
- c) Global Media Specialist, Canada

3.1.7 Travel Alberta's Discretion

Notwithstanding any other provision contained in this RFP or otherwise, Travel Alberta in its sole discretion may:

- a) accept any Proposal that represents the best overall value to Travel Alberta, irrespective of whether such Proposal represents the lowest price:
- amend, cancel or reissue this RFP in whole or in part at any time for any reason, or postpone or forego the RFP altogether, all in its sole discretion and without any liability or penalty to Travel Alberta or Travel Alberta Personnel whether arising in tort or contract;
- c) waive any non-material defect, irregularity, mistake or insufficiency in the RFP:
- d) obtain clarification on any aspect of a Proposal, without being obliged to seek clarification on all other Proposals; and
- e) terminate negotiations with the selected Vendor if the terms and conditions of the Agreement cannot be finalized after a reasonable period.

Travel Alberta or any person or entity retained by Travel Alberta for the purposes of this RFP shall not in any manner be liable or accountable for any error or omission in this RFP or responses provided to questions from Vendors with any matter related to this RFP.

Travel Alberta shall not compensate or be liable to any Vendor for any costs incurred by the Vendor in the preparation, submission or

consideration of the Vendor's Proposal or the negotiation of the Agreement. All costs associated with preparation, submission or consideration of Proposals or negotiation of the Agreement shall be the sole responsibility of the Vendor.

3.2 Project/Services Requirements (Mandatory and Desirable)

Vendor must be able to demonstrate sufficient experience and capabilities with the items outlined in RFP Section 3.1.4 (Project/Services Duration and Scope).

3.2.1 Travel Alberta/Vendor Supplied Resources

The Vendor will be responsible for providing all other resources required to provide the services outline in RFP Appendix "A".

3.2.2 Acceptance of Project/Services

Acceptance of project completion and individual deliverables will be by sign-off of Travel Alberta as agreed to in the project plan which must be approved by Travel Alberta before any billable project work is initiated on the project.

Acceptance of services provided will be documented by Travel Alberta's signoff on the monthly invoices for the services provided. This will be reviewed formally with the Vendor at any time by request of Travel Alberta.

3.2.3 Freedom of Information and Protection of Privacy

Contractors should be conversant with the Freedom of Information and Protection of Privacy Act

(<u>http://www.servicealberta.gov.ab.ca/foip/legislation/foip-act.cfm</u>) and abide by principles and guidelines set out in the Act.

All documents and proposals submitted to Travel Alberta become the property of Travel Alberta and are subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act.

The Freedom of Information and Protection of Privacy Act applies to all information and records relating to, or obtained, generated, collected or provided under or pursuant to the Contract to be entered into by the Primary Contractor.

Should Travel Alberta receive a request for access under the terms of the Freedom of Information and Protection of Privacy Act to any of the records it controls that are in the custody of the Primary Contractor under the terms of the Contract that results from this RFP, it will be the responsibility of the Primary Contractor to provide the records, at their expense, to Travel Alberta within five (5) calendar days of the official notification of the request from Travel Alberta.

Any personal information that is provided to the Primary Contractor under the terms of the Contract that results from this RFP must be held in strictest confidence. Acceptable records security practices must be established. This personal information must not be used or disclosed for any purpose other than for fulfilling the terms of the Contract that results from this RFP. The Primary Contractor must make every reasonable effort to ensure that personal information that is used to make a decision about an individual is accurate and complete.

3.2.4 Conflict of Interest

Vendors are required to exercise the highest standards in avoiding conflict of interest situations with respect to preparing their Proposals and providing services under the resulting contract. If there are any circumstances which could be considered a conflict of interest, such as a personal or business relationship with another travel marketing organization, they are to be identified in the Proposal.

Travel Alberta shall review any submissions by Vendors under this provision and may reject any Proposals where, in the opinion of Travel Alberta, the Vendor could be in a conflict of interest or could be perceived to be in a conflict of interest position if the Vendor were to become a contracting party pursuant to the RFP.

3.2.5 Subsequent Work or Project Phases

The Vendor will not be precluded from participating in future work with Travel Alberta. However, renewal of the contracted arrangement for additional services will be based on the Vendor's successful participation in an open RFP competition at the end of the contracted period.

3.3 <u>Vendor Requirements</u>

3.3.1 **Mandatory**

The following are mandatory Vendor requirements to submit a proposal for this RFP. Proposals not meeting these requirements will not be considered.

- a) Must be willing to comply with required contract terms (see RFP Appendix "A" – Contract).
- b) Must demonstrate an ability to provide services as described in RFP section 3.1.4.
- c) Must demonstrate an ability to work with the Related Project/Services/Documents and Information identified in section 3.1.5
- d) Must demonstrate an ability to serve as the prime service provider for the services (managing any needed sub-contract arrangements seamlessly without any additional involvement or effort by Travel Alberta).
- e) Must identify sufficient qualified named resources to cover requirements.
- f) Must provide published resource rates for key service providers.

3.3.2 Evaluation Criteria

The following are desirable Vendor requirements to be documented in the Vendor's proposal for this RFP. Proposals meeting these requirements will be given preferential consideration.

- a) Demonstrated ability to work with large organizations.
- b) Ability to follow best-practice administrative procedures.
- c) Ability to provide strategic comments.
- d) Knowledge of tourism marketing business.
- e) Suggested approaches for project management and service delivery.
- f) Demonstrated business success

3.4 Contract Requirements

3.4.1 Standard Contract Requirements

The successful Vendor will sign an engagement contract with standard Travel Alberta Terms and Conditions as shown in RFP Appendix "A" (Contract). The contract will be bound by Travel Alberta's Contract Directive and the Alberta Financial Administration Act.

3.4.2 Non-Exclusive Contract

The contract with the successful Vendor will be a non-exclusive contract. Travel Alberta reserves the right to initiate arrangements with other Vendors for other similar work in the future.

3.4.3 Contract Contact Information

Contact Name: Emily Cheng-So

Position: Specialist, Finance and Administration

Phone: 403.648.1028 Facsimile: 403.648.1111

Email: procurement@travelalberta.com

4.0 PROPOSAL CONTENT GUIDELINES

4.1 **Proposal Format**

To facilitate ease of evaluation by the Evaluation Team and to ensure each Proposal receives full consideration, Proposals should be organized in the following format using the section titles and sequence listed below:

- a) Proposal Submission Letter
- b) Vendor Profile
- c) RFP Requirements
- d) Appendices

Vendors submitting a Proposal are required to submit one original hard copy and one digital copy on a disk, USB file(s) or digital file transfer to procurement@travelalberta.com of the Proposal.

4.2 Proposal Content

The requirements described with a "must" in this RFP are required to be provided in the Proposal. It is highly desirable that Proposals also respond to "should" requirements in this RFP. The Proposal response to all mandatory and desirable requirements will be utilized in evaluating each Proposal.

All Proposals must be provided in English.

Vendors proposing an alternative to any RFP requirement must clearly substantiate the merit of the alternative. Proposed alternatives must meet the fundamental intent of the requirement with acceptability wholly determined by the Evaluation Team.

4.2.1 Proposal Submission Letter

The Proposal Submission Letter must be submitted on Vendor letterhead, clearly identify the RFP Number 15RFP34100014, and must be completed and signed by an authorized representative of the Vendor and included in the Proposal.

4.2.2 Vendor Profile

The Proposal must include the following items.

- a) A brief introduction of the Vendor.
 - The members of the Consortium (if applicable) and the Prime Vendor who will be the Consortium's contact must be identified.
- b) The full legal name of the Vendor.
 In the case of Consortium Proposals, the full legal name of the Prime Vendor and each Consortium member must be provided.
- c) The location of the Vendor's head office and service centres. For Consortium Proposals, head office and service centre locations must be provided for each Consortium member.
- d) Details of any and all subcontracting arrangements proposed by the Vendor.
- e) A Vendor contact for all questions and clarifications arising from the Proposal.
 - The contact information should include the person's title, address including email, telephone and facsimile number.
- f) A Vendor contact authorized to participate in Contract finalization. The contact information should include the person's title, address including email, telephone and facsimile number.
- g) Corporate references for at least two (2) projects undertaken by the Vendor similar in scope and complexity to the services described in this RFP.
 - References should include the name and street address of the client organization, official contact person for the client organization including position, email address and telephone number. References should also describe the services and identify the dates that these services were provided.
 - The RFP Process Facilitator or Travel Alberta may contact these or other references without prior notice to the Vendor. Vendors who, in the opinion of Travel Alberta, receive unsatisfactory references may have their Proposal rejected.

In the case of Consortium Proposals, the Proposal must also include.

- h) A description of the role of the Prime Vendor and each Consortium member.
- i) A description of the management, ownership, financial and legal relationships between Consortium members.
- j) A description of the Consortium management approach.
 For the duration of the Contract, this approach should provide clear lines of communication and ensure effective delivery of Services.
- k) Evidence that Consortium members are qualified to perform the tasks they have been proposed to perform.

4.2.3 RFP Requirements

The body of the Proposal should describe in detail how the requirements listed in RFP Section 3.3 (Vendor Requirements) will be met. All Proposals must be provided in English.

4.2.4 RFP Administration Terms and Conditions

The Proposal must indicate that the Vendor accepts the RFP Administration Terms and Conditions dated January 28, 2015 posted on APC at the following address

http://vendor.purchasingconnection.ca/TermsAndConditions.aspx.

In accordance with Section 2.4.1 (c) of the RFP Administration Terms and Conditions dated January 28, 2015 posted on APC, the Vendor, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal to Travel Alberta that are considered to be confidential and what harm could reasonably be expected from disclosure. Travel Alberta does not warrant that this identification will preclude disclosure under the Freedom of Information and Protection of Privacy Act.

4.2.5 Appendices

The Vendor must include completed forms as follows:

- a) RFP Appendix "B" Pricing Form (s).
- b) RFP Appendix "C" Evaluation Framework (both mandatory and desirable tables).
- c) RFP Appendix "D" Resource Experience Summary Form (s) (one resource per sheet).

If the Vendor wishes to include any other material not specifically requested by this RFP, it may do so by including additional appendices in the Proposal.

APPENDIX "A" - GENERAL SERVICES CONTRACT



GENERAL SERVICES CONTRACT ("Agreement")

Contract No.: XXXX

THIS AGREEMENT is made as of the MM/DD/YY

Between:

TRAVEL ALBERTA, an Alberta Crown Corporation, having an office at 400, 1601 9 Avenue SE, Calgary, Alberta T2G 0H4 ("**Corporation**"), Attention:

-and-

XXXXXXX, at XXXXXXXXX ("Contractor"), Attention: XXXXXXXX

(Corporation and Contractor, collectively the "Parties" and each a "Party")

The Parties agree as follows:

- 1. The Contractor will provide services (collectively, the "Services") to the Corporation, as requested and directed from time to time by the Corporation;
- 2. The term of this Agreement shall be from **April 1, 2016** to **March 31, 2017** (the "Term"), subject to the termination rights set out in this Agreement. If required, Travel Alberta reserves the right to extend this contract after the initial term (up to 3 years maximum), and with a subject to the termination rights set out in this Agreement.
- This Agreement sets out the entire agreement between the Contractor and the Corporation. No other agreement exists between the Parties except what is written in this Agreement and, as applicable, each Services Request Confirmation Letter as provided for herein.
- 4. The following attached additional Schedules also form part of this Agreement:

Chec	Check which box applies to the contractor-type:					
	Contractor Type	Terms and Conditions	Travel			
			Alberta Form			
			Number			
	Corporation	Schedule 1 - Terms and Conditions for Corporations				
	-	Schedule 2 – Contractor's 15RFP34100014 Submission				

- 5. The Contractor agrees to keep strictly confidential all materials and information acquired under this Agreement, whether received directly by the Corporation or developed in the performance of the Services. The Contractor must not use or disclose the materials or information in any manner to third parties without the prior written consent of the Corporation.
- 6. The Contractor is an independent contractor and does not become an employee, partner or agent of the Corporation through the performance of its obligations under this Agreement. The Contractor, however, shall comply with all policies of the Corporation in effect and as applicable to the Contractor from time to time.
- 7. The Contractor has no authority to in any way conclude any agreement of any kind on behalf of the Corporation nor incur any liability on behalf of the Corporation, and the Contractor shall not represent to any third party that it has such power to do so, except as authorized by the Corporation. Other than as may be set out in Schedule "A", no subcontracting of the Services will be permitted without prior written consent of the Corporation. No contractual relationship will exist between the Corporation and any approved subcontractor and the Contractor shall be responsible and liable to the Corporation for the performance of the Services. The Contractor shall ensure compliance by approved subcontractors of the applicable provisions herein. The Contractor shall fully indemnify and save harmless the Corporation from all actions, claims, damages, costs and expenses whatsoever arising out of any subcontractor's breach of applicable provisions of this Agreement.
- 8. As soon as reasonably possible after becoming aware of a personal interest that causes or is likely to cause a conflict of interest in relation to the performance of this Agreement, the Contractor must give written notice of such interest to the Corporation. Once obligated to give notice of personal interest, the Contractor may not commence nor continue the Services until instructed in writing to do so by the Corporation. If, in the opinion of the Corporation, a conflict of interest warrants such action, the Corporation may give notice of termination of this Agreement to the Contractor.

9. The Contractor must:

- a. keep statements, invoices, accounts, receipts and other records of the costs and expenses incurred in performing the Services including all payroll records, and other documents relating to such costs and expenses for a period of seven years; and
- on demand, permit the Corporation to examine, audit and take copies or extracts from the accounts, records or documents for the purpose of verifying either performance of Services or expenses incurred under this Agreement.

- 10. Subject to such other terms and conditions as may be set out in Schedule 2 or in any Services Request Confirmation Letter provided for therein, payments made by the Corporation to the Contractor will be made within 30 days of receipt of the Contractor's accurate invoice for Services properly rendered. Invoices must include a separate entry for charges for services performed, an hourly breakdown of Services, if applicable, and reasonable expenses incurred by the Contractor (and pre-approved by the Corporation as applicable).
- 11. The Contractor shall permit any representative of the Corporation to evaluate the Services through:
 - a. observation of the Services in progress;
 - b. access to the records maintained under Section 9; and
 - c. oral or written communications with the individuals providing the Services, or employees, officers or agents, as applicable, of the Contractor, or all of them.
- 12. Each party shall indemnify the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
 - a. that party's breach of this Agreement, or
 - b. the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Agreement.
- 13. The Contractor shall indemnify and hold harmless the Corporation against and from any loss or damage to the real or personal property of the Corporation to the extent arising from the Contractor's breach of this Agreement or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.
- 14. The provisions set out in Sections 12 and 13 shall survive termination of this Agreement.
- 15. The Contractor shall cooperate with the Corporation in the completion of any evaluation and shall revise the Services as directed by the Corporation.
- 16. It is expressly understood between the Parties that time is of the essence.
- 17. The Corporation is a Provincial Crown Corporation and by law is not required to pay or remit GST. As such, the Corporation will not pay or reimburse the Contractor for GST on goods or services provided to the Corporation under the terms of this Agreement.

- 18. The Corporation may terminate this Agreement, without cause, by giving the Contractor ten (10) days' notice in writing.
- 19. The Corporation, on written notice to the Contractor, may reduce the scope of the Services.
- 20. If this Agreement is terminated pursuant to Section 18, or the scope of the Services is reduced pursuant to Section 19, and the Contractor has incurred costs directly related to the Services over which the Contractor had no reasonable control, the Corporation, at the Corporation's discretion, may pay the Contractor for those costs.
- 21. If the Agreement is terminated pursuant to Section 18, the Corporation shall pay the Contractor, on receipt and acceptance by the Corporation of an accurate invoice for Services properly, for any portion of the Services provided to the Corporation's satisfaction as of the effective date of termination.
- 22. The Parties agree to use commercially reasonable efforts to resolve any disputes arising between them as reasonably, efficiently and cost-effectively as possible, and the Parties agree:
 - a. At all relevant times, the Parties will:
 - try to resolve all disputes by negotiations, in good faith and acting reasonably, ensure their representatives will try to resolve disputes without litigation, controversy or any claim arising from this agreement, or breach of it; and
 - ii. provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
 - b. If a dispute cannot be resolved through negotiations under Section 22(a) the Parties agree to participate in mediation with a mutually acceptable mediator.
 - c. The Parties will share the cost of the mediator equally and bear their own costs of mediation.
 - d. If the Parties cannot agree on a mediator they will accept the appointment of a mediator by the President or Executive Director of the Alberta Arbitration and Mediation Society to arrange for mediation.
 - e. The Parties agree that any efforts to resolve their dispute by negotiations under Section 22(a) or with the assistance of a mediator, at any time during or after the term of the agreement, does not suspend the expiration of any time limitation for taking any act under the Agreement unless the Parties have specifically agreed in writing to waive or vary that time requirement.
 - f. Unless otherwise instructed by the Corporation or delegated in a notice, the Contractor will continue to carry out its obligations under and in accordance with any proceedings under this Agreement.

- g. In the event the parties cannot settle a dispute through mediation, they may agree on settling the dispute through binding arbitration or through normal legal channels and procedures.
- 23. The Contractor acknowledges that this Agreement and all records received, collected, produced or stored by the Contractor pursuant to this Agreement, with the exception of the Contractor's own administrative, financial or human resource management records, belong to and shall remain under the control of the Corporation and are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). Upon notification by the Corporation of receipt of an access to information request, the Contractor shall provide to the Corporation, at the Contractor's expense, copies of all records specified by the Corporation.
- 24. The personal information collected pursuant to this Agreement is collected under the authority of section 33(c) of FOIP for the purpose of entering into this Agreement. The privacy provisions of the FOIP protect the personal information collected.
- 25. Be advised that Travel Alberta is an Alberta Crown Corporation formed and existing under the *Travel Alberta* Act. Travel Alberta may be required to disclose the existence of all sole source contracts with a value of \$10,000 or more, subject to certain very limited exceptions. This contract may fall into this category and its' existence may be disclosed. The existence of the sole source contract, its value, company name as a vendor to Travel Alberta (and possibly address) and a summary of the general services being provided may be disclosed. This information may be public information as determined by the Government of Alberta. In agreeing to provide services to Travel Alberta, the Contractor is agreeing to this potential disclosure.
- 26. This Agreement will be construed, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Subject to Section 22, all disputes will be handled pursuant to, and the parties attorn to, the jurisdiction of the Courts of Alberta.
- 27. If any provision of this Agreement or its application to any Party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other parties or circumstances.
- 28. This Agreement may not be amended, supplemented or otherwise modified in any respect except by written agreement signed by the Parties.
- 29. All notices and invoices shall be given in writing, quoting the Contract No., delivered to the Corporation and the Contractor in writing at the respective addresses given above.

- 30. In performing the Services, the Contractor shall comply with all applicable laws, orders, regulations, standards, codes and other rules, licenses and permits and all lawful authorities and applicable regulatory bodies.
- 31. This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.
- 32. The Parties confirm that it is their wish that this Agreement and any other documents delivered or given under this Agreement, including notices, have been and will be in the English language only.

The Parties have made this Agreement as of the date noted above.

Agreement No.: XXXX

TRAV	EL ALBERTA	XXX	XXXXX
Per:		Per:	•
	Name of Authorized Officer (print)		Name of Authorized Officer (print)
	Title of Officer Authorized to bind the Corporation		Title of Officer Authorized to bind the Corporation

Appendix "A" - Schedule "1" Terms and Conditions - Corporations Travel Alberta Form No. XXXX

1. Scope of Services

The following are the primary objectives and scope of work for this account; a North American-based agency or media representative will provide Travel Alberta with the following services:

- Execution of in-market Media Strategy: Under the direction of the Calgary-based Media Manager develop and execute a comprehensive multi-channel Travel Media Relations Strategy promoting all regions of the province in the market. Strategy will be created in alignment with Travel Alberta's Global Consumer Marketing Strategy and include action/tactical plan for the market, implementation timeline, targeted media list and measurable results ultimately generating positive travel media, online and social media stories in the market. Strategy will support Travel Alberta's in-market travel trade and meetings and incentive travel initiatives. Travel Alberta's consumer efforts within the USA encompass three target geographic areas: The tier one markets of California and Texas: specifically the greater Los Angeles area, the Bay area around San Francisco, Houston and Dallas. The Rubber tire drive markets of Washington state and Montana. A small investment is made across the Continental USA in digital platforms. For Canada, the long haul markets of Vancouver and Toronto are primary, with a secondary focus on the regional markets of Alberta, British Columbia and Saskatchewan.
- Media + Influencer Relations: Maintain existing working relationships with key media (print, online and broadcast) and travel influencers through ongoing media liaison, regular communication to increase or introduce Alberta stories, identify opportunities for earned media coverage and grow and strengthen media relationships. Respond to media inquiries, provide information support, facts, image/video requests to media on an on-going basis. Maintain a general travel and niche media contact database to include current contacts and share this information with Travel Alberta headquarters on an ongoing-basis.
- Non-traditional Partnerships: Identify opportunities for non-traditional partnerships with brands
 that align with Travel Alberta's broad and niche experiences and seasons (i.e. outdoor brands,
 lifestyle brands, hospitality, food & beverage, etc.)
- **Pitches, news releases, etc.** Create/proof/issue appropriate in-market pitches as required for sharing with media and influencers in the market throughout the year. All content written by the representative should be approved by Travel Alberta's Calgary office prior to distribution.
- **Destination Familiarity:** Maintain familiarity with Travel Alberta's key experiences and destinations. Remain up to date on product changes, new offerings and timely stories.
- Media visits to Alberta: Invite and organize/manage targeted media visits to Alberta. This
 includes: planning the visit with completion of media visit request form, working with preferred
 Travel Alberta vendor for flight arrangements, working closely with Calgary office regarding
 hosting expectations and arranging for media guides to escort media in-province. Maintain an
 ongoing media hosting report to ensure individual and media visits are producing expected
 outcomes.

- In-market events + desk side meetings: Organize and coordinate in-market media events and desk side meetings for Travel Alberta representative(s) as required with influential media and brands as required.
- Market Intelligence: Media representative should provide Travel Alberta with ongoing market
 intelligence including travel trends, changes to the media landscape, competitive activity, etc. on
 regularly throughout the year.
- Media monitoring: Secure and oversee in-market media monitoring service utilized to provide Media Quality Score report for Travel Alberta due the first week of every month. Representative will also provide web links to and/or PDF of media coverage achieved. Representative will provide a synopsis of significance of coverage achieved.
- **Communication:** Representative and Travel Alberta will have regular online/phone contact which includes a monthly work in progress report detailing achievements and priorities for the quarter ahead.
- Account Leadership: Ongoing Director-level and above input, guidance and strategic direction.
- Availability: Serve as market-based media office for Travel Alberta. Agency will have at least
 one person full-time contactable during regular business hours. In the event of major projects or
 crisis situations, agency will have individual available on weekends and during public holidays.

• Measurement Criteria

- Achieving the agreed upon goals set in the annual strategy for the promotion of Travel Alberta.
- Quality and quantity of key message delivery and targeted placements, and impressions achieved according to the media strategy.
- o Effective and timely communications with the Calgary office.
- Manage expenses to approved budgets.

2. Responsibilities of Contractor

- 2.1 The Contractor represents and warrants that the Contractor is properly qualified, licensed (as required), equipped and financed to provide the Services.
- 2.2 The Contractor shall perform the Services in a professional and diligent manner using due care.
- 2.3 The Contractor shall provide the Services during the Term:
 - (a) according to the terms and conditions of this Agreement;
 - (b) according to generally accepted standards of competency in the field of endeavor associated with the Services and all applicable professional standards; and
 - (c) in cooperation with the Corporation's representatives as applicable and necessary.

3. Payments

3.1 The amount payable by the Corporation to the Contractor for the Services will be between \$100,000 to \$150,000 CAD annually to be paid on a monthly basis retainer based on mutually agreed upon deliverables, special projects as assigned may fall above this fee, as directed by Travel

Alberta. The fee will be payable in accordance with the Corporation's Agency/Consultant Guidelines (a copy of which is attached as Appendix A to this Schedule 1).

- 3.2 Subject to Sections 3.1 of this Schedule:
 - (a) if the Corporation is satisfied with the Contractor's performance of the Services; and
 - (b) expenses claimed by the Contractor are properly submitted pursuant to the terms and conditions of this Agreement and any Services Request Confirmation Letter(s) and are supported by proper receipts,

payments to the Contractor will be made within 30 days of receipt of the Contractor's invoice. Invoices must include a separate entry for charges for Services performed, an hourly breakdown of Services, if applicable, and expenses incurred by the Contractor.

3.3 All amounts on account of taxes (income or otherwise), pension plan and unemployment insurance contributions or any other applicable withholding taxes or payments payable to any government or other public authority by any law, rule or regulation in respect of any fees paid to the Contractor pursuant to the provisions of this Agreement are the Contractor's responsibility and shall be paid by the Contractor. Should the Corporation, however, be obligated by law to make any payments or withholdings in respect of the Services being provided by the Contractor it is acknowledged that the Corporation shall have the authority to make such payment or withholdings, deducting such amounts from the fees otherwise payable to the Contractor as reasonably required. Further, the Contractor shall indemnify and hold the Corporation harmless from and against any actions, claims, damages, costs and expenses whatsoever which may be brought against or suffered by the Corporation of which the Corporation may incur, sustain or pay arising out of or in connection with any remittances required by law in any jurisdiction in which the Services are being provided.

4. Withholdings and Security for Performance

In the Corporation's sole discretion, payments made to the Contractor are subject to withholding of up to 15% of any invoice amount for the purpose of providing security for completion of the Services.

5. Expenses

The Contractor must obtain the prior written approval of the Corporation prior to incurring any expenses it wishes to be paid by the Corporation.

6. Ownership and Copyright

- 6.1 Subject to Section 6.2, ownership of any work, information or materials, regardless of form, and including any copyright, patent, trade-mark or other intellectual property right therein, acquired or developed under this Agreement by the Contractor, its employees or agents or licensed intellectual property shall vest in and be owned by the Corporation and the Contractor shall retain no right, title or interest in them.
- Notwithstanding Section 6.1, Contractor shall continue to own its own work, information or material, regardless of form, and including any copyright, patent, trade-mark or other intellectual property right therein and that it has not developed specifically for the Corporation and not incorporating the Corporation's intellectual property or licensed intellectual property (the "Contractor Works"). Notwithstanding the foregoing, the Contractor hereby grants the Corporation a non-exclusive, perpetual, worldwide, royalty-free license and right to reproduce, distribute, sublicense and otherwise use the Contractor Works in the Corporation's own works. Contractor Works used by the Corporation shall identify the Contractor, with links to the original works, where applicable.

- 6.3 Where applicable, the Contractor agrees to obtain prior written permission to use third party materials subject to copyright which the Contractor has reproduced and/or incorporated into the items referred to in Sections 6.1 and 6.2.
- 6.4 The Contractor irrevocably waives in whole all moral rights and shall ensure that the Contractor's employees and agents irrevocably waive in whole all moral rights in respect of the original materials developed or acquired under this Agreement.
- At any time during this Agreement or upon the termination or expiry of this Agreement, the Corporation may require that the Contractor return to the Corporation any materials created, obtained or maintained by the Contractor, or provided by the Corporation to the Contractor for its use in providing the Services. Upon receipt of notice to return these materials, the Contractor shall return them promptly to the Corporation at the Contractor's expense.

7. Occupational Health and Safety / Workers' Compensation

7.1 The Contractor will comply with all applicable occupational health and safety legislation, regulations and/or rules and the *Workers' Compensation Act* (Alberta). Upon request of the Corporation, the Contractor will provide the Corporation with a certificate from the Workers' Compensation Board showing the Contractor is registered and is in good standing with the board, if applicable.

8. Conduct and Reputation

- 8.1 The Contractor is required to conduct its activities and the Services in a professional manner on behalf of the Corporation and the Province of Alberta.
- 8.2 In the conduct of its activities and the performance of the Services, the Contractor must not compromise the integrity or damage the reputation of either the Corporation, or any outside individual, business or government body.

9. Insurance

- 9.1 The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Agreement:
 - (a) maintain, throughout the term of this Agreement and for a period of 12 months following completion of the Services or termination of this Agreement, general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof. Coverage shall include non-owned automobile liability; and
- 9.2 The Contractor shall provide the Corporation with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Corporation.
- 9.3 The Contractor shall ensure that all its subcontractors obtain and maintain insurance sufficient to meet the requirements in Section 9.1 of this Schedule.
- 9.4 When requested by the Corporation, the Contractor shall provide evidence of endorsement to provide the Corporation with 30 days' advance written notice of cancellation of insurance coverage.

Appendix A to Schedule 1 Travel Alberta Agency/Consultant Guidelines

Travel Alberta will work collaboratively with our agency and consultant partners to ensure timely invoice approval and payment processing. The guidelines below are imperative to ensuring Travel Alberta's policies and procedures are being met and we are complying with the Financial Administration Act.

INVOICE APPROVAL

Invoices can be mailed or sent electronically via email. If using email, please copy finance@travelalberta.com on emails in addition to your main Travel Alberta contact.

All expenses, before being invoiced, require some form of pre-approval either through a purchase order or an approved budget plan for the project.

Management Fees:

- One invoice per project per month
- Invoiced before the 20th business day of subsequent month the hours were incurred.
- Detailed status report accompanying monthly invoice is required to support the invoiced hours [Including Travel Alberta's project name and number; who worked on it; dates; # hours; descriptions]

Third Party Expenses for Re-imbursement:

- When work is completed by a 3rd party vendor, all appropriate invoicing and backup documentation must accompany invoices to Travel Alberta in order for payment approval to be granted.
- Third party expenses should be invoiced to Travel Alberta immediately.
- If the third party invoices in US Dollars (USD), all invoices to Travel Alberta should also be in USD. (Only applies if our agency/consultant has a USD account otherwise we will pay in Canadian based on the exchange rate incurred as per appropriate back up showing the exchange rate)

PAYMENT PROCESSING

- Weekly cheque runs on Thursday only each week.
- Cut-off for receiving invoices for payment on the current week's cheque run is Wednesday at noon, therefore, invoices need to be submitted to Travel Alberta one week prior (five business days) to obtain internal approvals
- · Payments are always based on vendor terms.

ACCRUALS

• Monthly status reports are required by the 4th business day following month end to assist Travel Alberta with calculating accruals for hours and expenses not yet invoiced but incurred.

I have read and fully understand the Terms above, and agree to be bound by such	Signed by:
	Diagon print name:
	Please print name:

Appendix "B" Page 26 15RFP34100014

APPENDIX "B" - PRICING FORM FOR SPECIAL PROJECT(S)

Please confirm that the hourly rate that has been provided is your best and final cost to support the overall business and service requirements outlined in this request.

Using the table below, please provide your standard project billing rates by title/function:

PROJECT/SERVICES PRICING

Description or Title	Hourly Rate (USD and/or CAD)
	\$
	\$
	\$

APPENDIX "C" - EVALUATION FRAMEWORK - MANDATORY REQUIREMENTS

RFP	RFP	Location of	Summary of Proposal's	Scoring
Section Reference	Evaluation Criteria	Response in Proposal (** Vendor)	Response to RFP Evaluation Criteria (**filled in by the Vendor)	(completed by the Evaluation Team)
3.2.3	Willing to comply with the Freedom of Information and Protection of Privacy Act.			
3.2.4	Willing to comply with specified Conflict of Interest standards/policies.			
3.3.1 a)	Willing to comply with required contract terms (see RFP Appendix "A" – Contract).	, (
3.3.1 b)	Ability to provide services as described in RFP identified in Section 3.1.4			
3.3.1 c)	Ability to work with the Related Project/Services/Documents and Information identified in Section 3.1.5			
3.3.1 d)	Ability to serve as the prime service provider (managing any needed sub-contract arrangements seamlessly without any additional involvement or effort by Travel Alberta).			
3.3.1 e)	Identification of sufficient qualified named resources to cover requirements			
3.3.1 f)	Published resource rates for key service providers etc.			

APPENDIX "C" - EVALUATION FRAMEWORK - EVALUATION CRITERIA

RFP Section Reference	RFP Evaluation Criteria	Location of Response in Proposal (** Vendor)	Summary of Proposal's Response to RFP Evaluation Criteria (**filled in by the Vendor)	Scoring (completed by the Evaluation Team)
3.3.2 a)	Demonstrated ability to work with large organizations.			
3.3.2 b)	Ability to follow best-practice administrative procedures.			
3.3.2 c)	Ability to provide strategic comments	, C		
3.3.2 d)	Knowledge of tourism marketing business.			
3.3.2 e)	Suggested approaches for project management and service delivery			
3.3.2 f)	Demonstrated business success.			

APPENDIX "D" – RESOURCE EXPERIENCE SUMMARY FORM

Instructions: Vendors must provide the information in an alternative format, to demonstrate the resource experience that will be provided. A resume from each individual proposed to provide services is an acceptable alternative format.

- 1. Agency background: a statement covering the firm's foundation, departments, resources, expertise, number of employees, office locations, current client lists (indicating any client conflicts) and references. Please also include bios on each individual who would be responsible for this account and in particular, any background information on their experience with similar accounts past or present.
- 2. Examples of notable public relations, influencer initiatives and non-traditional partnerships relevant to the travel industry, lifestyle, outdoor adventure, hospitality, food & beverage, in traditional, digital and emerging media. Include examples of buzz-worthy travel stories that drove visitation or bookings to a particular destination.
- 3. Include an example of how results will be measured, such as key message delivery.
- 4. Approach to the goals previously outlined and budget necessary to achieve those goals.

Skill/Competency (with description of skill level)	Amount of Experience Claimed	Name of Client Organization and any pertinent details to further support experience claim	Project Start and End dates

APPENDIX "E" -RELATED DOCUMENTS AND REFERENCE MATERIAL

- 1. We request that no markup be charged to Travel Alberta for any out of pocket services or back end service functions. Examples of these types of charges include but are not limited to shipping, printing, clippings services, accounting/billing functions, etc. Please confirm that your agency agrees to provide no markup charges on third party pass through or back end functions.
- 2. Travel Alberta's standard payment terms are net 30 days from receipt of invoice for all fees and third party expenses. Can your agency agree to these payment terms?
- 3. Can your agency provide a discount if invoices are paid prior to net 30 days? If yes, please provide your prompt payment discount terms.
- 4. Does your agency provide any additional discounts or rebates that we should be aware of?
- 5. Please describe your invoicing/billing process. Can your company provide monthly consolidated billing broken out by business and operating unit? Does your agency have the flexibility to invoice electronically?
- 6. Where appropriate we will request that your agency use Travel Alberta preferred suppliers for various out of pocket expenses (shipping, printing, travel etc.). Do you have any issues with this?
- 7. It is a requirement that the agency follow Travel Alberta's Travel, Meal and Hospitality Policy for all travel and hospitality expenses incurred on our behalf. Requirements of this policy include, but are not limited to, economy airfares for all air travel, use of corporate or corporate preferred hotels and transportation services whenever possible. Do you have any issues with this requirement?
- 8. Do you have any vendor alliances that would offer additional discounts to Travel Alberta?
- 9. Please provide two client references that the selection team may contact and include the following:
 - Company name
 - Industry
 - Contact
 - Phone
 - Email
 - Services provided
- 10. Please provide any additional information or value-added services that would be of value to Travel Alberta.