



REQUEST FOR PROPOSAL (RFP)

RFP Number: |23RFP-CS006|

RFP Name: |Strategic Communication and Reputation Support, Engagement and Communication Branch |

RFP Issue Date	August 25, 2023
RFP Closing Date	September 15 2023, 14:00:59 MD/ST
Procurement Contact	Laurie Snider
Contact Info:	procurement@aer.ca

Table of Contents

1.0 GENERAL	1
1.1 ABOUT THE AER.....	1
1.2 FRAMEWORK AND OUTLINE	1
1.3 INTENT.....	1
2.0 REQUEST FOR PROPOSAL TERMINOLOGY	3
2.1 DEFINITIONS	3
3.1 RFP AVAILABILITY.....	4
3.2 CHANGES TO THE RFP	4
3.3 RFP SCHEDULE.....	4
3.4 RESPONDENT QUESTIONS.....	4
3.5 RFP CLOSING.....	5
3.6 PROPOSAL SUBMISSIONS REQUIREMENTS.....	5
4.0 PROPOSAL TERMS AND CONDITIONS	6
4.1 GENERAL.....	6
4.2 ACCEPTANCE OF PROPOSALS	6
4.3 OWNERSHIP OF PROPOSALS	6
4.4 CONSENT TO COLLECTION AND USE OF INFORMATION	7
4.5 CONFIDENTIALITY AND SECURITY OF INFORMATION	7
4.6 INDEMNIFICATION	7
4.7 RESPONDENTS’ EXPENSES.....	7
4.8 IRREVOCABILITY OF PROPOSALS	7
4.9 PROPOSAL VALIDITY	7
4.10 INSURANCE AND WCB.....	8
4.11 FORM OF AGREEMENT TO BE EXECUTED BY THE VENDOR	8
4.12 CHOICE OF LAW AND FORUM	9
4.13 NEGOTIATION DELAY	9
4.14 CONFLICT OF INTEREST.....	9
4.15 NOTIFICATION OF AWARD	10
4.16 CONTRACTOR EMPLOYEES	10
4.17 PARKING	10
4.18 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA) (FOIP).....	10
4.19 FISCAL FUNDING OUT	11
4.20 ASSIGNMENT / SUBCONTRACTING.....	11
4.21 VENDOR DISPUTE PROCESS.....	11
4.22 SHORT-LIST	12
4.23 BEST AND FINAL OFFER	12
5.1 PROPOSAL FORMAT.....	13
6.0 PROPOSAL EVALUATION PROCESS	14
6.1 EVALUATION PROCESS	14
6.2 EVALUATION AND SELECTION	14
6.3 EVALUATION CRITERIA/WEIGHTINGS.....	14
6.4 REFERENCES.....	15
6.5 PRICING	16
6.6 FINANCIAL STATEMENTS.....	16
7.0 PROJECT SCOPE AND REQUIREMENTS	17
7.1 PROBLEM DEFINITION.....	17
7.2 PROJECT DESCRIPTION	17

7.3	SCOPE	17
7.5	REPORTING.....	20
7.6	DELIVERABLES	20
7.7	OTHER PROGRAMS.....	20
APPENDICES		21
APPENDIX 1: SIGNATURE AND WAIVER		22
APPENDIX 2: RESPONDENT PROFILE		23
APPENDIX 3: RESPONDENT QUESTIONNAIRE.....		24
APPENDIX 4: RESPONDENT REFERENCES		27
APPENDIX 5: PRICING		28
APPENDIX 6: VALUE ADD, SUSTAINABILITY, INNOVATION.....		29

1.0 General

1.1 About the AER

The Alberta Energy Regulator (AER) ensures the safe, efficient, orderly, and environmentally responsible development of the province's hydrocarbon resources over their entire life cycle. This includes allocating and conserving water resources, managing public lands, and protecting the environment while providing economic benefits for all Albertans.

Energy regulation in Alberta spans more than 75 years and has evolved over time. This evolution continued in 2013 when the newly created AER began taking on regulatory functions related to energy development that were previously held by Alberta Environment and Sustainable Resource Development (ESRD) and the Energy Resources Conservation Board (ERCB). This transition is now complete, and the AER is now the single regulator of energy development in Alberta—from application, exploration, construction and development, through to abandonment, reclamation, and remediation.

For further information, please go to www.aer.ca.

1.2 Framework and Outline

The AER is seeking on-demand strategic communication and reputation support expertise and services to complement our in-house professional communications staff. We are seeking subject specific expertise in traditional and social media, issues management, crisis communications, research and monitoring, communications planning and subject specific training and facilitation to strategically support the Engagement and Communication branch when volume or complexity of the work exceeds our internal capacity.

Contracted work will focus on effectively managing our brand and reputation, and ties directly to our commitment to build credibility and trust across key audiences. Working understanding of the AER's complex role in regulating specific resource development in Alberta, coupled with the ability to provide time sensitive support when issues arise, is key to the provision of timely and knowledgeable support.

The Services contemplated under this RFP will be rendered on an ad hoc, as needed basis, as per the AER business requirements. AER is seeking a vendor with the ability to service all AER communication and reputation support requirements, however if it is determined that there is no suitable single proponent that has the ability service all AER communication and reputation support requirements, we reserve the right to award two or more separate contracts based on availability and specialization. |

1.3 Intent

Award

It is the intent of the AER to negotiate and execute a service agreement with the Respondent(s) with the highest evaluated score. In the event that these negotiations should fail, The AER may enter into negotiations with the next-ranked Respondent(s). The AER may find it necessary, and

reserves the right at its sole discretion if deemed appropriate and beneficial, to select more than one Respondent to perform the work contemplated in this RFP.

It is the purpose of the AER to obtain a Proposal(s) most suitable to the interests of the AER and what it wishes to accomplish, the AER has the right to waive any minor or inconsequential irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which is deemed most favorable to the interest of the AER.

Where reasonable to do so, the AER may, as a condition of Proposal acceptance, request a Respondent to correct a minor and inconsequential irregularity with no change in Proposal prices. The determination of what is or is not a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be at the sole discretion of the Procurement Manager.

Depending upon the results and outcome of the deliverables of the project, expressed herein, additional related work is possible to occur whereupon the AER reserves the right to either utilize the services of the successful Respondent(s) for this additional work, subject to the successful Respondent's performance, funding availability and successful negotiation, or return to the market with a new proposal.

In other than a sole source situation, a single response (for example, a proposal from only one Respondent to the RFP) may be deemed a failure of competition, and at the sole opinion of the AER, the RFP may be cancelled.

Length of Agreement

The length of any initial agreement resulting from this RFP will be [THREE (3)] YEARS ("The Term") from date of official acceptance and award by the AER.

If required, and when mutually agreeable between the parties, additional services may be renewed under the same or similar terms and conditions for successive [ONE (1)] year period ("Renewal Term"), which shall be in effect for not more than [TWO (2)] Renewal Terms. The total length of any contract resulting from this proposal shall not exceed [FIVE (5)] years.

The successful Respondent(s) shall be evaluated throughout the course of the contract and future extensions if applicable. Any assessment or findings will be shared with the Respondent(s), with the goal of immediate and permanent resolution where concerns have been raised. The AER reserves the right to terminate the contract with the chosen Respondent(s) if it is deemed that remedies cannot be established, and/or the work develops beyond the capacity of the successful Respondent(s), wherein, the AER reserves the right to approach the next highest rated Respondent(s) for award.

2.0 Request for Proposal Terminology

2.1 Definitions

Throughout this RFP, terminology is used as follows:

“**AER**” means the Alberta Energy Regulator

“**Alberta Purchasing Connection**” (APC) means the Government of Alberta’s electronic tendering system.

“**Agreement or Contract**” means any written agreement between a vendor and the AER for the supply of goods and services, with pricing and/or discounts off a manufacturer published price list resulting from this RFP.

“**Business Day**” means 8:00 a.m. to 4:30 p.m., MD/ST, Monday to Friday, excluding holidays observed by the AER.

“**Equivalent**” means equal to or better than the functionality and performance of the item specified in the RFP.

“**Evaluation Team**” means the individuals who will evaluate the proposals on behalf of the AER.

“**FOIP**” means the *Freedom of Information and Protection of Privacy Act*.

“**Goods**” means the products proposed by the respondent, including all the components and any products to be produced and/or any services to be provided under the Agreement.

“**Mandatory**” means a requirement that must be met in order for a proposal to receive consideration.

“**MD/ST**” means Mountain Standard Time or Daylight Saving Time as provided for in the *Daylight Saving Time Act* of Alberta.

“**Optional**” means a requirement not considered essential, but for which preference may be given.

“**Respondent**” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for proposal.

“**Proposal**” means the respondent’s response to the RFP and includes all the respondent’s attachments and presentation materials.

“**Request for Proposal**” (RFP) means this solicitation for goods and/or services including attached appendices.

“**Service Level**” means the specific value of a service performance measure that indicates a standard of quality of service which must be attained or bettered.

“**Services**” means the contracted services as specified in the RFP and any resulting agreement executed by the parties.

“**Validation Period**” means the period of time the goods proposed shall be provided to the AER for Validation.

“**Vendor**” means the successful respondent chosen by the AER and who enters into a binding agreement with the AER in connection with this RFP.

3.0 Request for Proposal Process

3.1 RFP Availability

Respondents must obtain this RFP directly from the Government of Alberta’s electronic tendering system (Alberta Purchasing Connection [APC]). The APC website is: www.purchasingconnection.ca.

3.2 Changes to the RFP

The AER reserves the right to modify the terms of this RFP at any time at its sole discretion. This includes the right to cancel this RFP at any time prior to entering into an agreement with the highest evaluated respondent.

The AER can waive or change any of the stated requirements, at our discretion, by notifying all respondents of the revision(s). In the event that there are modifications or additions to the RFP, all respondents who have obtained the RFP from APC will be notified of those changes through the APC site.

3.3 RFP Schedule

Planning dates are subject to change at the discretion of the AER.

<u>STEPS</u>	<u>DATE</u>
RFP release date	[August 25, 2023]
Questions accepted until	[September 5, 2023 at 14:00 MD/ST]
Answers and clarification posted to APC	[September 7, 2023]
RFP closing date	[September 15, 2023 at 14:00:59 MD/ST]
Respondent Short List Presentations/Evaluations	[TBD] <i>(tentative/as required)</i>
Commencement of services	No later than [October 30, 2023]

3.4 Respondent Questions

All requests for clarification and questions regarding this RFP must be submitted in writing via email to [procurement@aer.ca](mailto:procurement@ aer.ca). All questions or clarifications must be specific to this RFP and must include references to a specific section or schedule and item number as per below table.

Sr. No	Page No.	RFP Document Section/Clause No.	Question
1			
2			
3			

It is further requested that all clarification and questions be received no later than September 5, 2023 at 14:00:59 Hours (MD/ST). All questions will be answered on or before September 7, 2023. Although every attempt will be made, the AER cannot guarantee that questions received beyond this time period will be answered prior to the RFP closing time.

If AER Procurement, in its sole discretion determines a response or clarification is warranted, a response will be published in writing and included as an addendum to this RFP prior to the closing date. The official response to all questions will be considered final. This will ensure accurate, consistent responses to all Respondents. Only the written responses from the AER Procurement will be considered official and binding on this RFP.

The Respondent is responsible to seek clarification where they perceive ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the proposal.

This RFP call contains all the requirements relating to this Proposal. Other information or documentation provided to or obtained by the Proposer, from any other source prior to the close date of this Proposal, has no force or effect in relation to this Proposal.

3.5 RFP Closing

This RFP will close on Friday September 15, 2023, at 14:00:59 MD/ST.

3.6 Proposal Submissions Requirements

- 1) All responses to this RFP will only be accepted through email.
- 2) Respondents will email the **Technical & Commercial (pricing appendix 5) proposals separately** in PDF format, to the following email address: procurement@ aer.ca .
- 3) Proposals must be received no later than the RFP closing date and time.
- 4) The **Signature and Waiver form** in the RFP (Appendix 1) shall be completed, signed by an authorized representative of the respondent, and included in the proposal.
- 5) **No commercial (pricing) information shall be included in the technical information, and vice versa.**
- 6) Respondents may not be in contact with the requesting AER Branch regarding this RFP. All communication between all Respondents and the AER within the timeframe between the RFP posting date and the date when the contracts is officially awarded on APC, must only be done through AER Procurement. Any contact prior to evaluation will result in Respondent disqualification.

4.0 Proposal Terms and Conditions

4.1 General

The working language of the AER is English, and all responses to this RFP must be in English.

While the AER has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for respondents. The information is not guaranteed or warranted to be accurate by the AER, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

Notice to a respondent that it has been identified as the highest evaluated Vendor, and the subsequent written agreement executed by the Vendor and the AER, will constitute a contract for the goods and/or services. No respondent will acquire any legal or equitable rights, entitlement, or expectation of benefit relative to the goods until both have occurred.

This document, or any portion thereof, may not be used by a respondent for any purpose other than the submission of proposals.

4.2 Acceptance of Proposals

This RFP should not be construed as an offer to purchase or an agreement to purchase goods and/or services. Notwithstanding anything contained in or arising from this RFP, the AER is not bound to award business to the respondent who submits the lowest priced proposal or to any respondent. Proposals will be assessed in light of the evaluation criteria. The AER will be under no obligation to receive further information, whether written or oral, from any respondent.

By submitting a proposal, each respondent acknowledges and agrees that if the AER elects to reject all proposals, or chooses to end this RFP process without selecting a highest evaluated proposal, the AER will not be liable to any respondent for any claims of any nature or kind, including costs or damages incurred by the respondent in preparing the proposal, loss of anticipated revenues or profit in connection with any sale of goods and services, or any other matter whatsoever. By submitting a proposal, each respondent agrees that it will not claim damages and hereby waives any claim against the AER, for whatever reason, relating to the award or refusal by the AER to award any work contemplated in this RFP or in respect of the competitive process, including but not limited to any claim for loss of revenues or profits if the AER does not award the work contemplated by this RFP to the respondent.

4.3 Ownership of Proposals

All proposals submitted to the AER become the property of the AER.

4.4 Consent to Collection and Use of Information

The respondent consents, and has obtained the written consent from any individuals identified in the proposal, to the collection and use of their confidential or personal information in the proposal by the AER and/or individuals providing services to the AER to enable it to evaluate proposals.

4.5 Confidentiality and Security of Information

The respondent and the respondent's employees, subcontractors, and agents must:

- a) keep strictly confidential all information concerning the AER and any knowledge of the business or activities of the AER acquired as a result of participation in this RFP and;
- b) only use, copy, or disclose such information as is lawful and necessary for the purpose of submitting a proposal, unless otherwise authorized in writing in advance by the AER.

The respondent shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

4.6 Indemnification

The successful Respondent by its acceptance of the agreement or purchase order, agrees to defend, indemnify and hold harmless the AER, its officers, employees and agents, from and against all loss or expense by reason of the liability incurred by the AER, its officers, employees and agents, for damages because of breach of any term or condition of this Request for Proposal and any resulting contract (if applicable), negligence, bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this contract.

4.7 Respondents' Expenses

Respondents are solely responsible for all costs and expenses incurred in preparing a proposal, delivering a proposal, presentations and subsequent negotiations with the AER, if any.

4.8 Irrevocability of Proposals

By submission of a clear and detailed written notice, the respondent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The respondent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the AER for purposes identified in this RFP.

4.9 Proposal Validity

Proposals will be open for acceptance for at least 90 days after the RFP closing date. Prices will be firm for this period unless this RFP specifically states otherwise.

4.10 Insurance and WCB

Before commencing performing the Services, the successful Respondent shall obtain, at its cost, and maintain throughout the Term:

- a) where available and applicable to the successful Respondent, Workers' Compensation insurance or similar insurance in accordance with the statutory requirements of the Province of Alberta for all of its employees engaged in performing the Services herein. Where Workers' Compensation insurance coverages or similar insurance is not available to the Respondent, it shall provide to the AER a letter outlining the reasons for lack of coverage and provide the AER with proof of employer's liability insurance;
- b) at its own expense and without limiting its liabilities herein, insure its operations under a contract of either Comprehensive or Commercial General Liability with insurers licensed in Alberta in an amount of not less than \$2,000,000 per occurrence (annual general aggregate, if any, of not less than \$2,000,000) insuring against bodily injury, personal injury and property damage or loss. Such insurance(s) shall include (1) products and completed operations liability, (2) contractor's protective liability, and (3) blanket contractual liability;
- c) ensure that all such policies entered into pursuant to Section 4.10 (b), shall be written in forms and amounts and upon terms acceptable to the AER and in accordance with the Insurance Act of Alberta, as amended; and
- d) as evidence of all insurance required to be maintained under the Service Agreement, provide certificates of insurance to the AER and a letter from the Workers' Compensation Board of Alberta stating that Contractor has an account in good standing with such Board.

If awarded Respondent fails to provide or maintain insurance as required by Section 4.10, the AER shall have the right to terminate this agreement or subsequent service agreement.

4.11 Form of Agreement to Be Executed by the Vendor

The service agreement shall only establish the terms and conditions governing future project work, and does not represent a commitment to purchase. The Vendor will be expected to execute the standard form of the AER service agreement. A copy of this agreement can be found at: <http://www.aer.ca/documents/about-us/Procurement/AERServiceAgreementSample.pdf>

By submission of a proposal in response to this RFP, each respondent agrees that, should it be identified as the successful respondent, it agrees to and will execute the standard form of the AER service agreement. A copy of the AER service agreement is provided at

<http://www.aer.ca/documents/about-us/Procurement/AERServiceAgreementSample.pdf>

By responding to this RFP, each Respondent and the Vendor agrees that it will sign the AER service agreement without alteration of any of its provisions. However, the AER may, in its sole discretion, consider reasonable changes to one or more terms of the AER service agreement proposed by a respondent, provided the respondent clearly identifies them in the proposal and provides compelling reasons that outline how or why the AER service agreement or a provision thereof is not appropriate or applicable in the circumstances. Any changes to the AER service agreement proposed by a respondent that are not included in its proposal may not be considered by the AER. Each respondent and the Vendor acknowledge that, by responding to this RFP, they are bound to execute the AER service agreement as detailed at:

<http://www.aer.ca/documents/about-us/Procurement/AERServiceAgreementSample.pdf>, in the event the AER does not agree to make changes as proposed by the Respondent or Vendor during the tendering process.

In submitting a proposal in response to this RFP, each Respondent acknowledges that any indication of unwillingness to execute proposal of materially different terms than, and/or inclusion of any licensing or other agreements in the proposal that contain terms that differ from or contradict the AER service agreement may result in the AER refusing to further consider the proposal without notification or explanation to the respondent.

Each respondent must also include in its proposal a sample of each licensing agreement, or any other form of agreement, that it will request the AER to sign if the Respondent is identified as having the successful proposal. Respondents must ensure that any additional agreements included with the proposal do not contain terms that contradict any term or provision of the AER service agreement and, if so, acknowledge and agree that any provision of the AER service agreement that is inconsistent with or contradicts any provision of any additional agreement proposed by the Respondent or Vendor will always take precedence. Respondents should be aware that contract terms (including forms of agreement proposed by the respondent and requested changes to the AER service agreement) will be considered as part of the proposal to meet the requirements of this RFP and therefore may affect the AER's evaluation of the proposal.

In its sole discretion, the AER may attach and incorporate all or any portion the proposal of the Vendor in to the final agreement governing the terms and conditions of the goods and services provided by the Vendor.

4.12 Choice of Law and Forum

This RFP proposal submitted in response hereto, and any final agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada in force in Alberta. Each respondent shall and does hereby agree to attorn to the exclusive jurisdiction of the courts of the Province of Alberta for all matters relating to this RFP and the RFP process established herein.

This RFP is subject to the *New West Partnership Trade Agreement* (NWPTA) and the *World Trade Organization Agreement on Government Procurement* (WTO-GTA).

4.13 Negotiation Delay

If a written agreement cannot be negotiated and finalized within fifteen business days following notification to the successful respondent, the AER may, in its sole discretion at any time thereafter, terminate negotiations with that respondent and either negotiate an agreement with another respondent submitting a valid proposal or choose to terminate the RFP process and not enter into an agreement with any respondent.

4.14 Conflict of Interest

All response submissions must include full disclosure of all existing business relationships that may pose a conflict of interest, or what could be perceived as a possible conflict of interest, if the respondent were to become a contracting party pursuant to this RFP (refer to AER Service Contract, Part E).

Should a conflict of interest arise, the AER, at its sole discretion, may disqualify the response submission. Failure to disclose a potential conflict of interest in the submission may result in disqualification from the evaluation process or termination of any contract that has been awarded as a result of the bid process.

4.15 Notification of Award

At the conclusion of the RFP process, the outcome shall be posted on APC where all respondents may view it. Unsuccessful respondents may request a debriefing meeting only with the AER Procurement section. During a debriefing meeting the unsuccessful respondent's proposal may be discussed, but the AER will not discuss the details or the evaluation of other respondents' proposals. **The award posted on APC will include the total monetary value of the awarded agreement as well as the estimated value of the permitted optional extensions and a contingency value (if applicable) for possible amendments**

4.16 Contractor Employees

Contractor's employees shall conduct themselves in a professional and competent manner at all times that they are performing services. The AER shall immediately notify the successful Contractor, in writing, of any employee misconduct in the performance of the contract. In such instance, upon being notified by the AER of its claim of such employee misconduct, the Contractor shall promptly investigate the claim and take appropriate corrective action to remedy the situation.

4.17 Parking

Contractors shall be responsible for any parking requirements while working at an AER location.

4.18 Freedom of Information and Protection of Privacy Act (Alberta) (FOIP)

Each respondent and the vendor acknowledges the following:

- a) The *Freedom of Information and Protection of Privacy Act* (FOIP) applies to all information and records relating to, or obtained, generated, created, collected or provided under, this RFP or the agreement and which are in the custody or control of the AER. FOIP allows any person a right of access to records in the AER's custody or control, subject to limited and specific exceptions as set out in FOIP.
- b) FOIP imposes an obligation on the AER, and through this RFP and the agreement on the respondent, to protect the privacy of individuals to whom information relates. The respondent shall protect the confidentiality and privacy of any individual's personal information accessible to the respondent or collected by the respondent pursuant to this RFP or the agreement.
- c) The respondent, if it considers portions of its proposal to be confidential, shall identify those parts of its proposal to the AER considered to be confidential and what harm could reasonably be expected from disclosure. The AER does not warrant that this identification

will preclude disclosure under FOIP. The AER may not be able to meet the respondent's confidentiality expectations in every instance.

- d) Materials produced by the respondent, in connection with or pursuant to this RFP or the agreement, which are or become the property of the AER pursuant to this RFP or the agreement, could be considered records under the control of a public body and could therefore also be subject to FOIP before delivery to the AER. As such, the respondent must conduct itself to a standard consistent with FOIP in relation to such materials.
- e) For the records and information obtained or possessed by the respondent in connection with or pursuant to this RFP or the agreement, and which are in the custody or control of the AER, the respondent must conduct itself to a standard consistent with FOIP when providing the services or carrying out the duties or other obligations of the respondent under this RFP or the agreement.

4.19 Fiscal Funding Out

The AER reserves the right to cancel and/or suspend the established contract if funds for the continuation of these contracted services are eliminated or are not fully appropriated in subsequent years. The AER will make all efforts, through annual budget requests, to meet financial obligations for continuing contractual obligations; however, this does not guarantee that funds will be made available from one fiscal year to the next.

The AER also reserves the right to cancel and/or suspend the established contract if changes in AER policy and/or the way business are conducted, regarding contracted services.

4.20 Assignment / Subcontracting

Neither party shall assign this contract or any monies to become due thereunder without the prior written consent of the other.

The Contractor may subcontract all or part of the Services upon the prior written consent of the AER, which consent may not be unreasonably or arbitrarily withheld, provided any such subcontracting shall not relieve Contractor from its obligations herein. Nothing contained herein shall create any contractual relationship between any permitted subcontractor of the Contractor and the AER.

4.21 Vendor Dispute Process

Any award disputes or protests must be submitted in writing to the Procurement Manager within five (5) days of the award date. Failure to protest within this time period shall be deemed a waiver of all rights.

Written protests shall include the following:

- a) Name, address, telephone and fax number of complainant,
- b) Complainant's or its representative's signature,
- c) Reference competitive bid or contract number,
- d) Detailed documentation of the legal and factual grounds of the dispute, complete with copies of relevant documents, and
- e) State dispute resolution expectation

4.22 Short-list

Based on initial evaluation scores, a possible short-list of potential Respondents may be established. Respondents selected for the short-list may be invited to make either formal presentations regarding their Proposal to the Evaluation Team or provide an on-site demonstration to validate that the proposed solution meets the AER requirements. Short-listed Respondents may also be invited to enter into a ‘best and final offer’ process pursuant to section 4.23.

4.23 Best and Final Offer

As there may be a variety of solutions proposed by the Respondents, the AER may in its absolute discretion choose to implement a ‘best and final offer’ process after the initial evaluation of proposals, as described below.

In the event that a shortlist of Respondents is developed in accordance with Section 4.22, shortlisted Respondents may be given an opportunity to modify their responses or propose additional services to the AER. The AER will inform shortlisted Respondents of the specific issues that it would like addressed in a modified proposal, and will clarify or revise relevant RFP specifications in advance of submission of the modified proposals. The resulting ‘best and final offer’ submitted by Respondents will largely be scored based on best (cost/benefit) value to the AER, most effective business solution and the best viable operating strategy.

Any and all rate for services, add-ons, labour, rentals, maintenance, training, support, discounts and incidentals must be issued with the initial proposal response. No revised rates shall be submitted after the initial close date, September 15, 2023.

5.0 Respondent Response Guidelines

5.1 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:

Technical submission :

a) Signature and Waiver form

Appendix 1 of this RFP is a mandatory requirement and must be completed and signed by an authorized representative of the respondent and included in the proposal.

b) Table of Contents

A table of contents listing all key sections of the proposal must be included. All pages are to be numbered consecutively.

c) Executive Summary

The proposal shall include an executive summary of the key features of the proposal.

d) Respondent Profile

The respondent must provide full responses to all questions in Appendix 2.

e) Respondent References

Provided references and detailed responses to the items listed in Appendix 4.

f) Proposed business solution & response to RFP Requirements

Provided informative and detailed responses to the items listed in Appendix 3. Proposals submitted in response to this RFP must address all items in Section 7.0 .

h) Agreements

See Section 4.11 and document at:

<http://www.aer.ca/documents/about-us/Procurement/AERServiceAgreementSample.pdf>,

i) Appendices

If the respondent wishes to include any other material not specifically requested by this RFP, it may do so by including additional appendices in the proposal. Examples may include case studies, white papers, client testimonials, reference material, etc. |

Commercial Submission:

a) Pricing

Respondents are encouraged to use the provided template in Appendix 5 or must include one in the same format as part of their submission.

6.0 Proposal Evaluation Process

6.1 Evaluation Process

An evaluation team, formed by the AER, will evaluate and score the proposals using the criteria and weightings described.

Respondents may not be in contact with the requesting AER Branch regarding this RFP. Any contact prior to evaluation will result in Respondent disqualification.

During the evaluation process, Procurement may contact a respondent to seek clarification in relation to any matter raised in the respondent’s proposal.

6.2 Evaluation and Selection

Procurement will check proposals for compliance with the stated mandatory requirements. Proposals that do not meet all the mandatory requirements will not be forwarded to the evaluation committee for evaluation. Those proposals meeting the mandatory requirements will be further assessed against the evaluation criteria as stated in the RFP.

SECTION	MANDATORY CRITERIA	PASS	FAIL
3.3, 3.5	Proposals received no later than the RFP closing date and time.		
Appendix 1	Signature and Waiver form (Appendix 1) completed, signed by an authorized representative and included in the proposal.		
3.6, 5.1	Separation of technical and commercial (pricing) proposal in RFP response.		

6.3 Evaluation Criteria/Weightings

Proposals will be evaluated based on the criteria and weighting outlined below:

CRITERIA	WEIGHTING (%)
(1) Qualifications, experience & organizational resources (Appendix 3) <ul style="list-style-type: none"> ▪ Significant experience across several related areas of strategic communication and reputation support, including traditional and digital media, issues research, analysis, and assessment, content development, including experience communicating scientific and technical information, and multi-media. ▪ Capacity to meet AER needs on short notice ▪ Ability to work from AER offices or on industry lease sites, as required 	35
(2) Professional Requirements and Suitability (Appendix 3) <ul style="list-style-type: none"> ▪ Clear understanding of AER mandate and functions. ▪ Demonstrated ability to build and manage key internal relationships 	30

- Meeting all mandatory requirements in section 7.4.
- Familiarity with the Alberta landscape/jurisdictions/government systems that inform AER’s regulatory framework.
- Demonstrated and significant reputable experience in one more of the above areas of strategic communications, with preference given to those with experience working in the energy/emerging minerals/natural resource sector or government/public service bodies.
- Professional designations are preferred
- Professional accreditation with the Canadian Public Relations Society (Accredited Public Relations) or the International Association of Business Communicators (Accredited Business Communicator, Strategic Communication Management Professional, Communication Management Professional) is an asset.

(3) Pricing 30

- Pricing details (Appendix #5 – lowest price/response price x .30)
- Price option/flexibility
- Discount(s) Offered

(4) References/Value Add (Appendices 4 & 6) 5

- References
- Value Add
- Innovation
- Acceptance of AER Service Agreement Terms & Conditions without exceptions. |

TOTAL 100

Provided functional specifications are met, preference may be given to respondents with valid standing offer agreements with the Government of Alberta.

6.4 References

Respondents must include references of comparable organizations to which you have supplied similar services. Please include at least three (3) references [Appendix 4] and the type of products/services provided. Respondent may include one AER reference that is not from the Engagement & Communication Branch.

The AER reserves the right to check the references of any and all respondents at any time during the evaluation process and at our discretion. References may be contacted by phone and/or in writing, and any information received will be used to assist in the evaluation of a Respondent’s submission to this Request for Proposal.

The AER reserves the right to consider the past performance of any Respondent when evaluating References.

The AER will not enter into a contract with any Respondent whose references, in the opinion of the AER, are found to be unsatisfactory.

6.5 Pricing

Any and all costs must be listed and detailed. Completely describe all prices (gst excluded), including initial and recurring costs, options, duty, labour, training, travel, discounts, Carriage Paid To (CPT) the AER, and in Canadian dollars.

Pricing will be quantified using the following pricing formula: $\text{Lowest priced Proposal} / \text{Proposed price} \times \text{Weight} = \text{Score}$. The AER reserves the right to quantify average pricing based on price of services only, total price or other average price measurements.

6.6 Financial Statements

The Respondent(s) who is the highest evaluated or who are shortlisted may be required to provide financial statements for the last three (3) years.

7.0 Project Scope and Requirements

7.1 Problem Definition

The external environment combined with an increased focus on internal client service has highlighted the need for the AER to have access to on-demand strategic communication and reputation support services to complement our in-house team. We are seeking expertise in several areas to support the Engagement and Communication branch when volume or complexity of the work exceeds our capacity to support the organization.

7.2 Project Description

The successful respondent(s) will fulfill AER requirements to periodically contribute services in strategic communications planning, traditional and social media management, issues management, crisis communications, research and monitoring, corporate communications, photography, multi-media and graphic design, and media training.

The successful vendor(s) may be asked to attend in person at AER offices or at industry lease sites to work alongside AER staff.

These services will be required on demand and be project based.

7.3 Scope

Services will be required for the following areas and will most often be required when the AER experiences heightened external focus on regulatory or corporate decisions that may negatively impact our reputation, or where increasing our focus would strategically enable the AER to build credibility and trust, requiring additional resources.

Media and Social Media Monitoring:

- Proactively scan and anticipate issues through active monitoring of media and social media, using the monitoring software.
- Use analytics to track the performance of social media and media campaigns/ posts and adjust strategies as necessary.
- Use Boolean search function to create or refine searches, as necessary.
- Support ongoing listening and daily reporting for media/social media

Issues Management and Monitoring:

- Provide issues management support to a diverse range of internal clients across the AER.
- Proactively work with Engagement and Communication leadership and key branch clients to identify public-facing issues before they emerge;
- Support the issues management team to identify, analyze, monitor, manage and respond to issues through their lifecycle, including environmental scanning, analysis of data and ongoing communication with internal clients to anticipate and track potential issues related to the AER's activities;

- Development of strategies and tactics to address issues; and evaluation of results.
- Provide strategic advice, counsel and operational support to members of AER's leadership team through external scanning and situational awareness.

Communications Planning:

- Collaborate with our in-house team to deliver strategic communications plans to branch clients
- Develop and support the tactical implementation of communication strategies in collaboration with specialists
- Provide communications advice and counsel to clients in support of communication strategies
- Evaluate effectiveness of communication and engagement strategies
- Develop communication materials, including speeches, stakeholder communications, web content and key messages
- Assist our in-house media team with client information to support reactive media inquiries and issues management

Written and Digital Content Creation:

- Collaborate with in house communications professionals and subject matter experts to create communication products that build credibility and trust in the AER.
- Provide support for content development including adapting copy to suit different channels, recommending channel strategies, and providing tactical support for social media posting.

Media training:

- Provide media training/message training ahead of media events, conferences, and campaigns.
- Prepare AER spokespeople ahead of interviews.

Multi-Media

- Support creation of text, graphics, audio, and video with links and tools that let the user navigate, interact, create, and communicate.

7.4 (a) Mandatory Competencies

- Demonstrated ability to build and manage key internal relationships
- The ability to relate concepts in plain language and visually, balancing regulatory and legal considerations
- Exceptional business writing skills with the ability to turn around high-quality written content expediently, contextualize technical content in plain language, support deliverables including reports, bulletins, digital and written newsletters, web copy, key messages, media releases, and briefings.
- Experience supporting the development and implementation of strategic communication strategies and plans

- Strong writer, copy editor and peer reviewer with a strong understanding of the industry and the role of a regulator
- Post-secondary education in communications, digital communications, public relations, journalism or a related field
 - 10+ years experience in area of focus
 - Must be able to initiate work immediately upon contract execution.
 - Must be able to adapt to multiple conflicting projects and deadlines
 - Ability to travel to and work from an AER office, if required
- In particular with respect to traditional and social media monitoring:
 - a. Must have demonstrated experience engaging and monitoring traditional and social media on monitoring platforms, including building custom Boolean searches.
 - b. Experience scanning and anticipating issues through media and social media trends.
 - c. Experience with social analytics to track performance and adjust strategies accordingly.
 - d. Experience reporting on trends and recommending new approaches.
- In particular with respect to issues management and monitoring:
 - a. Must have demonstrated experience contributing to effective issues management programs in complex environments taking a root-cause, systems-thinking approach to insights and advice; experience developing and implementing strategic issues management strategies and plans, using quantitative and qualitative data to inform insights.
 - b. Ability to work outside regular business hours and for extended periods of time, if required.
 - c. Aptitude for remaining focused under pressure.
- In particular with respect to content creation demonstrated ability will be required regarding writing, editing and coordinating external communications that are timely and relevant for the audience; including key messaging, corporate or department reports, presentations, and other communications vehicles; prepare speeches and presentations, letters, articles, briefing documents and reports.
- In particular with respect to strategic communications planning, conducting audience assessments, risk and opportunities, considering required channels for maximum effectiveness and establishing appropriate measurable goals and measures.
- In particular with respect to media training, experience training executives or subject matter experts to handle contentious issues and technical content.

7.4 (b) Nice to Have/Desired Competencies

- a) In particular with respect to multi-media, the demonstrated ability to visualize concepts, words and themes visually, with ties to existing content.

7.5 Reporting

The following reports must be submitted by the vendor to the AER on a regular basis (frequency and details of which will be determined with the selected vendor):

Managerial

- Provide support documentation attached to invoices to enable AER to validate the accuracy of all items and costs reflected on the invoices.
- Project specific plan including scope, milestones, and deliverables across the contracted period, updated by project.
- Results of the vendor’s quality control or peer review process.

Operational

- Ongoing liaison with in-house manager contracting the services to ensure feedback is incorporated and alignment and timeliness of the work product(s) is achieved.

Additional reports may be required during the duration of the contract as the AER’s business operations evolve.

7.6 Deliverables

The vendor must be able to implement the necessary steps to ensure it is able to provide AER “on demand” immediately upon contract execution.

7.7 Other programs

Respondents are requested to include additional information (including all pricing) on any supplementary services associated with this Request (not supplementary to the solution, but over and above) that you are willing to offer to the AER. All such services must be available through the term of the contract and will be requested and paid for by the AER on an “as required” basis. Please note that this does not form part of the evaluation for this Request for Proposal. |

APPENDICES

Appendix 1: Signature and Waiver

23RFP-CS006

Strategic Communication and Reputation Support, Engagement and Communication Branch

Issue Date: August 25, 2023

Closing Date/Time: September 15, 2023, 14:00:59 (MD/ST)

Respondent Information

Legal name of respondent: _____

Address: _____

Contact: _____ Phone: _____ E-mail: _____

This form shall be included as part of your response.

The Respondent hereby acknowledges that prior to submitting a response for this quote, the Respondent has reviewed and agreed to all of the terms and conditions set out in this RFP.

The Respondent also consents, and has obtained written consent, of any individuals identified in the quote submission, to the collection and use of the information in the submission, by the AER and/or individuals and providing services to the AER, to enable it to evaluate the quote.

By signing this form, the undersigned confirms they have the full authority to represent the Respondent in all matters relating to the RFP, and confirm that the Respondent agrees to be bound by all the Terms and Conditions.

Acknowledgement of Addenda Received (if Applicable)

The Respondent hereby acknowledges receipt of the following addenda and has modified their bid accordingly. Check all that apply:

Addendum #1 Addendum #2 Addendum #3 Other: _____

Authorized Signature

Name

Date

Appendix 2: Respondent Profile

Respondents are welcome to use the electronic copy of this appendix that is included with the RFP on APC.

Basic Information			
Name:			
Current address:			
City:	Province:	Postal Code:	
Phone:	Fax:	Website:	
Contact:	Email:	Contact ph:	
Structure and Profile			
Form of Business (Corp, etc):			
GST#:		Years in business:	
Names of Officers			
Titles of Officers			
Financial (optional)			
Bank Name:			
Address:		Phone:	
City:	Province:	Postal Code:	
Email/Website:			
Other Locations/Offices			
Address1:		Type:	
Phone:	Fax:	Email:	
City:	Province:	Postal Code:	
Address2:		Type:	
Phone:	Fax:	Email:	
City:	Province:	Postal Code:	
Name		Name	
Name		Name	

Appendix 3: Respondent Questionnaire

Please respond to questions listed in the table below. Respondents can find an electronic copy of this appendix included with this RFP posting on APC.

AER REQUIREMENTS SECTION		RESPONDENT SECTION
Line #	Feature	Respondent's Response
1	Professional Requirements and Suitability (Appendix 3)	
1.1	Please outline your professional qualifications, affiliations, education, and if applicable, specific accreditation of the work type assigned to support the AER.	
1.2	Elaborate on your experience and skills and how they apply to the environment in which the AER operates.	
1.3	Give details of your experience providing strategic communications planning and execution in public organizations (if applicable).	
1.4	Provide a case study or example of a strategic communications plan you have written and executed and the results.	
1.5	Provide at least three examples of content you have developed; examples could include speeches, web content, press release, key messages, stakeholder emails, etc.	
1.6	Provide details of your experience writing for social and digital properties.	
1.7	Provide an example of media training/message training you have provided ahead of media events, conferences, and campaigns. How did you evaluate the effectiveness of your training/spokesperson preparation?	
1.8	If applicable, describe your experience creating, graphics, audio and video materials for proactive and reactive communications.	
1.9	How will this account be managed? Who within your organization will be managing this account and describe how the interactions would be expected to work between the AER and your organization.	
1.10	Describe your escalation or rework process if provided product(s) do not meet AER expectations.	

1.11	Provide an example of your experience in collecting and analysing data from social media platforms.	
1.12	Describe your approach to providing real-time monitoring for identifying trends and issues/crisis promptly.	
1.13	Provide an example of a social listening data you have used to inform or adjust your approach to media/social	
1.14	Describe your experience managing media relations on behalf of a client or as an employee of an organization	
1.15	Provide an example of a successful media relations campaign you have planned and executed.	
1.16	Describe your approach to crafting media materials	
1.17	Describe your strategies for securing media coverage.	
1.18	Provide an example of successfully managing a reactive media situation.	
1.19	Provide details on your experience in issues management.	
1.20	Describe the approach and tools you use for identifying, tracking and addressing reputational issues.	
1.21	What methods do you use to assess the severity and potential impact of different types of issues	
1.22	Please provide a case study or an example that speaks to your experience in effective response and mitigation of a reputational issue.	
1.23	Provide an example of providing crisis communication support during an unexpected/reactive media situation.	

2	Qualifications, experience & organizational resources	
2.1	Provide details of qualifications and experience of any assigned staff or partners that may support completion of work (staff or partner resumes can also be attached to your RFP response) and an organizational chart, if applicable.	
2.2	Describe how you will ensure resources are available on demand and with short notice, how you will pull your teams together and how deadlines are met.	
2.3	If multiple projects are requiring resources simultaneously, how will you ensure you can support these projects?	

2.4	<p>Are you able to meet all the requirements for this RFP? Do you have the applicable skillsets for Media and Social Media Monitoring, Issues Management and Monitoring, Communications Planning, Written and Social Media Content Creation, and Media training?</p> <p>If not, which applicable skillsets can you provide?</p>	
2.5	<p>Do you have resources available in Calgary and are they available to meet in person in Calgary?</p>	
2.6	<p>Outline your approach to working collaboratively with AER technical and communication staff.</p>	
2.7	<p>Describe your tolerance for ambiguity in managing shifting expectations and timelines.</p>	
2.8	<p>Outline your approach to understanding and meeting the needs of AER's diverse audiences including executives, employees, the regulated sector, Indigenous communities, GoA, stakeholders and publics.</p>	
3	Service Agreement and Terms	
3.1	<p>Confirm or comment your willingness to adopt the AER service agreement.</p> <p>http://www.aer.ca/documents/about-us/Procurement/AERServiceAgreementSample.pdf</p> <p>Describe any changes that you would request in the service agreement and provide a written rationale for those changes.</p>	
3.2	<p>Identify any concerns or limitations with respect to compliance with AER conflict of interest matters (Section 4.9 and Part E and F of the AER Service Agreement).</p>	

Appendix 4: Respondent References

Respondents must include references of comparable organizations to which you have supplied similar services. Please include at least three (3) references and the type of products/services provided. Respondent may include one AER reference that is not from the [Engagement and Communication] Branch.

CLIENT REFERENCE #1			
Company Name			
Address			
Contact Name		Title	
Phone Number		email	
Client Since (date)			
Description of work that is similar to what is being requested in this RFP.			

CLIENT REFERENCE #2			
Company Name			
Address			
Contact Name		Title	
Phone Number		email	
Client Since (date)			
Description of work that is similar to what is being requested in this RFP.			

CLIENT REFERENCE #3			
Company Name			
Address			
Contact Name		Title	
Phone Number		email	
Client Since (date)			
Description of work that is similar to what is being requested in this RFP.			

Appendix 5: Pricing

Respondents are encouraged to use this template or must include one in the same format as part of their submission. Respondents can find an electronic copy of this appendix included with this RFP posting on APC.

Costing	
<i>Pricing is to be provided for each line item followed by a summary total.</i>	Cost (CDN\$)
Hourly rates	
Travel, meals, and accommodation (if applicable or not included)	
Other	
Total	

Pricing will be quantified using the following pricing formula: $\text{Lowest priced Proposal} / \text{Proposed price} \times \text{Weight} = \text{Score}$. The AER reserves the right to quantify average pricing based on price of services only, total price or other average price measurements.

Payment Terms		
PAYMENT TERMS	CASH DISCOUNT OF	IF PAID IN
NET	%	DAYS
Discounts will be considered if deemed in the best interests of the AER. Discount may be given up to 3% weighting.		

Assumptions (if applicable): Please note any assumptions

During the term of any contract the AER may, at its discretion, seek Electronic commerce and payment alternatives.

Appendix 6: Value Add, Sustainability, Innovation

Please describe your value proposition, sustainability or innovation for your submission. This may include but not be limited to the following:

- a)** Methodology
- b)** Alternative solution
- c)** Any integrated and/or green approach promoting or supporting sustainability
- d)** Unique Experience



Opportunity Notice
Strategic Communication and Reputation Support (23RFP-CS006)

Category: Services

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package. Expressing interest means that you will automatically receive an e-mail notification each time an amendment is made to the opportunity for which you have 'expressed an interest'.

Opportunity Information

Organization: Alberta Energy Regulator
Organization Address: Suite 1000, 250-5th Street SW
Calgary, Alberta T2P 0R4
Canada
Reference Number: AB-2023-05370
Solicitation Number: 23RFP-CS006
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 08/25/2023
07:36:39 AM Alberta Time
Closing (MM/dd/yyyy): 09/15/2023
02:00:59 PM Alberta Time
Last Update (MM/dd/yyyy): 08/25/2023
01:36:24 AM Alberta Time
Agreement Type: NWPTA/TILMA & CFTA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
T004H: Writing Services (including, editing, adaptation, etc.)
T004E: Media Relations
T004AA: Public Relations Services
T004K: Media Monitoring Services
T004A: Public Relations Services Non-Related to Advertising
T004KA: Social Media Monitoring
T004M: Public Relations

Response Submission:

email address: procurement@aer.ca .

Response Contact:

Snider, Laurie
Supply Chain Specialist
Calgary, Alberta
T2P 0R4
Tel: 403-910-7816
Email: procurement@aer.ca

Response Specifics:

All responses to this RFP will only be accepted through email. Respondents will email the Technical & Commercial (pricing appendix 5) proposals separately in PDF format, to the following email address: procurement@aer.ca . Proposals must be received no later than the RFP closing date and time. The Signature and Waiver form in the RFP (Appendix 1) shall be completed, signed by an authorized representative of the respondent, and included in the proposal. No commercial (pricing) information shall be included in the technical information, and vice versa.

Opportunity Description:

The AER is seeking on-demand strategic communication and reputation support expertise and services to complement our in-house professional communications staff. We are seeking subject specific expertise in traditional and social media, issues management, crisis communications, research and monitoring, communications planning and subject specific training and facilitation to strategically support the Engagement and Communication branch when volume or complexity of the work exceeds our internal capacity. Contracted work will focus on effectively managing our brand and reputation, and ties directly to our commitment to build credibility and trust across key audiences. Working understanding of the AER's complex role in regulating specific resource development in Alberta, coupled with the ability to provide time sensitive support when issues arise, is key to the provision of timely and knowledgeable support. The Services contemplated under this RFP will be rendered on an ad hoc, as needed basis, as per the AER business requirements.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

© APC - All rights reserved. No part of the information contained in this Web Site may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the Manager, Centre of Expertise via: SA.APCRequests@gov.ab.ca. His Majesty the King in right of Alberta and the Alberta public sector entities that use APC are not responsible or liable for the accuracy of the information contained in the publication. It is the responsibility of interested parties to review the opportunity posting for changes or updates prior to the opportunity closing date/time.