# **Invest Alberta Corporation**

Enbridge Centre 10175 101st Street NW, Suite 2325 Edmonton AB T5J 0H3

# REQUEST FOR PROPOSALS ("RFP") NUMBER # 2021IAC002

**Invest Alberta Corporation – Marketing Agency Partnership** 

**RFP Issue Date:** March 26, 2021

RFP Closing Date and Time: April 22, 2021 at 1:00pm MST

IAC Contracting Manager: Andrew Fisher – info@investalberta.ca

**IAC Contact:** Andrew Fisher

**Email:** info@investalberta.ca

Classification: Protected A

#### 1. INTRODUCTION

Proponents are invited to submit Proposals for the provision of Services in accordance with the specifications and terms and conditions set out in this RFP.

This competitive procurement will be conducted in accordance with one fundamental objective: to maximize the benefit to Invest Alberta Corporation (IAC) while offering Proponents a fair and equitable opportunity to participate.

Proponents are advised to pay careful attention to the wording used throughout this RFP. Failure to satisfy any term, condition or mandatory requirement of this RFP may result in rejection of the Proposal.

#### 1.1 Definitions

Terminology used throughout this RFP is defined as follows and in the Form of Contract (Appendix A):

"IAC" means Invest Alberta Corporation, a Crown Agency.

"Alberta Purchasing Connection" or "APC" means the Government of Alberta's electronic tendering system.

"Alberta Time" means Mountain Standard Time or Daylight Saving Time as provided for in the Daylight Saving Time Act (Alberta).

"Business Day" means 08:00 to 17:00, Mountain Standard Time, Monday to Friday, excluding holidays observed by the IAC.

"Contract" means the written agreement between the successful Proponent and IAC to provide the Services and Materials contemplated by this RFP.

"Contracting Manager" means the individual referenced on the cover page of this RFP.

"Contractor" means the legal entity that will enter into the Contract with IAC.

"Evaluation Team" means individuals who will evaluate the Proposals on behalf of IAC.

"Facilities" means adequate office space and equipment including desk and chair, personal computer, telephone and office supplies and access to printer and facsimile, as are determined to be necessary by IAC for the performance of the Services by the Contractor.

"Fixed Hourly Rate" means the definite and predetermined hourly rate charged for the performance of the Services by the successful Proponent's resources.

"Fixed Price" means a definite and predetermined price charged for the performance of the Services by the successful Proponent's resources.

"Materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;

"must" or "mandatory" or "shall" means that the requirement so described must be met in a substantially unaltered form in order for the Proposal to be compliant.

"Personal Information" means "personal information" as defined in the Freedom of Information and Protection of Privacy Act (Alberta) (FOIP.)

"Prime Proponent" means the Proponent in a Proponent Team that is responsible for the provision of all Services and Materials, and with whom IAC will enter into the Contract should the Proponent Team be awarded the Contract pursuant to this RFP.

"Project" means the project outlined in section 2 of this RFP.

"Proponent" means an individual, organization or Proponent Team responding to this RFP with a Proposal.

"Proponent Team" means two or more individuals and or organizations that together submit a Proposal.

"**Proposal**" means the Proponent's response to this RFP, and includes all the Proponent's attachments and presentation materials.

"Request for Proposals" or "RFP" means this solicitation for the Services and Materials including attached appendices.

"RFP Closing Date and Time" means the date and time as stated on the cover page of this RFP.

"Services" means the work, duties, functions and deliverables to be provided by the Contractor as specified in this RFP.

"Service Delivery Approach" means the requirements and provisions set out in this RFP and a Proponent's Proposal in relation to such requirements and provisions.

"should" or "desirable" means that a provision so described has a significant degree of importance to IAC and will be scored in the evaluation of the Proposal.

# 1.2 Interpretation

- a) Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.
- b) Words in the singular include the plural and vice versa.

# 2. PROJECT INFORMATION

### 2.1 Background

The IAC is the Government of Alberta's investment promotion agency. Established on July 31, 2020 as a Crown Corporation, the IAC operates under the authority of the *Alberta Investment Attraction Act* and a Board of Directors accountable to the Minister Jobs, Economy and Innovation.

The IAC is responsible for identifying and pursuing high-value, high-impact investments. With staff in Alberta and in key markets around the world, it promotes Alberta as an investment destination of choice with clients around the world. The IAC is currently active in key markets including the United States, Canada, China, United Kingdom, Germany, France, United Arab Emirates, India, Singapore, Japan, South Korea, and Mexico. It is also expanding into new markets.

With a start-up mindset and approach, the relatively small team consists of industry and investment experts. The sector focus for the IAC are energy and clean tech; petrochemicals; agriculture; technology and data; financial and business services; aviation, aerospace, and logistics; infrastructure; tourism, and technology and innovation. The team is also focused on promoting Alberta as a leader in environmental, social, and governance (ESG).

The IAC staff work closely with the Government of Alberta, and its partners across the province, to help investors to capitalize on Alberta investment opportunities. Together, we help ensure Alberta is an attractive investment destination and internationally competitive through a Team Alberta approach. This approach helps provide a seamless investor experience in Alberta, and the growth of job through investments into the province.

#### 2.2. Project Overview

The IAC is seeking agency partner(s) or an agency partner to provide a deeper skill set in specialized areas of expertise to strengthen its international marketing pitch and delivery. This/These agency partnership(s) will support the IAC in delivering on our strategy to grow investment and business activity into the Province. These collaborative agency partners or the agency partner will understand key sectors, the changing environment of investment, investment and entrepreneur audiences, and are capable of providing brand strategy, strategic and tactical creative, media, digital, and analytics expertise on a global scale. The agency partner(s) will demonstrate success in the following service categories, including, but not limited to:

- 1. <u>Brand Strategy & Marketing Research</u>: includes brand strategy, development and testing, audience research and segmentation by sectors and markets, audience journey mapping and persona-led compelling positioning and messaging.
- 2. <u>Creative Strategy & Production</u>: includes data driven creative strategy for investor and entrepreneur brand and marketing programs. They will work closely with the IAC to develop creative executions to engage and influence investors and entrepreneurs in key sectors across all active IAC markets globally.
- 3. <u>Content Development</u>: includes global content strategy, building up owned channels, creating digital and traditional marketing assets, experiential marketing, social media, influencer marketing, and content marketing to showcase Alberta's unique value propositions. Creation of content for IAC markets based on specific sectors focus and audience preference.
- 4. <u>Media Strategy & Distribution</u>: includes data driven media distribution strategies and executions for B2B and B2C marketing programs designed with creative strategy and content in mind. Responsible for paid channels with a digital focus and relevant complementary traditional media support.

5. <u>Insights & Analytics</u>: includes guiding digital marketing science and data strategies, development of marketing technology stack and application development.

Strategic partnerships are the key to success in attracting and increasing investment into Alberta. The selected agency partner(s) will develop marketing and communications strategies and content that will grow Alberta's market share of global investment.

Overall, the IAC is seeking an agency partner(s) that demonstrate the following attributes:

- Complement and augment the existing strength and expertise of IAC's in-house marketing communications team
- Agile and scalable to changing market and sector needs
- Expertise in international marketing with in-market presence in active IAC regions to provide localized marketing support
- Be a thought leader for innovative growth in digital and new media product offerings
- Develop innovative and integrated marketing activities that will allow us to deliver on our mandate in Canadian and international markets
- Create and deliver sector and market-specific programs
- Identify and pursue strategic partnerships to extend the reach of Alberta's investment brand
- An aptitude for smart risk; identify and recommend ideas that push the envelop as it relates to investment marketing, messaging and positioning
- Support the IAC in enhancing paid, earned, owned and shared media integration, and position the IAC brand to be responsive to the needs of key sectors investors and entrepreneurs
- Develop rigorous account management, project management, marketing measurement, financial management, and program accountability tools for all activities
- Ability to operate effectively and efficiently in all markets where the IAC is active
- Be adept at cross team collaboration, communication and transparency
- Successfully perform the duties as outlined in the Scope of Work (Appendix A Schedule "1" –
   Terms and Conditions -Corporations)

Our agency partnership(s) will be built on transparency, cross team collaboration and dedicated agency resources to the account. Our agile operating model will be built on the following:

- Cross team collaboration and information sharing
- Ideation sessions and innovation
- Specialized expertise in complex global digital media environment

This RFP is seeking proponents who can provide a complete solution that supports the IAC in achieving its mandate.

#### 2.3 Project Structure

The Contractor will work closely with IAC employees and other designates. The Contractor will identify a Designated Principal who is their principal representative and team leader in interactions with IAC.

# 3 SERVICES, MANDATORY REQUIREMENTS, AND DESIRABLE PROVISIONS

#### 3.1 Services

The anticipated duration of Services is from contract award to March 31, 2024. The IAC, in its discretion, will confirm actual start and end dates for the Services upon finalizing the Contract. IAC may extend the duration of the Contract a period of time acceptable to IAC on the same terms and conditions of the Contract.

IAC requires the following Services to be delivered:

#### **General Requirements:**

- a) Brand strategy & marketing research
  - a. Develop global brand positioning, tone of voice, audience research and segmentation, testing and optimizations
  - b. Build brand affinity in active IAC markets
- b) Marketing program planning & execution
  - a. Work with IAC to develop key sector investor and entrepreneur marketing programs that support and align with global marketing strategies
  - b. Collaborate with strategy and planning teams located in multiple international regions
  - c. Develop creative strategies that drive brand engagement and investor advocacy
- c) Content development
  - a. Develop and execute key sector and market content strategies to drive global brand content marketing efforts across digital, traditional and experiential platforms.
  - b. Curate and create engaging content for all owned channels globally, targeting various audience segments
  - c. Measure content marketing effectiveness and develop optimization strategies to improve performance
- d) Media planning & buying
  - a. Develop and execute paid media strategies that target high potential investors and entrepreneurs at each stage of the investment decision-making lifecycle
  - b. Develop and execute B2B and B2C paid media strategies to create and nurture demand
  - c. Proactively analyze and optimize paid media efforts

- e) Insights & Analytics
  - a. Recommend and implement IAC owned marketing technology stack, establish marketing science best practices, insights discovery methodology and marketing reporting globally.

Develop marketing attribution modeling and iterative process for marketing program optimizations. *Specific Deliverables:* 

• There are a few specific deliverables that will be required over three phases.

### Phase 1: Discovery and Onboarding

- Completion of a high-level review of IAC's documents and resources within four (4) weeks following contract award.
- A work plan, submitted no later than eight (8) weeks following contract award, that details:
  - o methodology, approach, and rationale to be applied in work plans;
  - o contractor resources;
  - o scope feedback, including specific reference to what is in scope and what is not;
  - o resource support requirements from IAC;
  - o risk identification and mitigation strategies;
  - o project plan that includes timelines, milestones, and deliverables;
  - budgets and forecasting.

# Phase 2: Development of Global Brand & Marketing Strategies

- Develop a global brand and marketing strategies to assist in raising visibility and increasing global business awareness of Alberta's investment opportunities, and its unique advantages for investment.
- The strategies will be rolled out over two years, and a schedule must be included.
- The global brand and marketing strategies should include, but not limited to:
  - o identifying specific, measurable objectives to assess changes in business perceptions and attitudes towards Alberta through increased awareness and visibility;
  - methodology on global brand development and testing;
  - o developing audience profiling, including marketing communications preferences;
  - developing targeted messages and high-level recommendations for a marketing strategy for each of Alberta's primary investment FDI target markets and sectors;
  - o content marketing approach by sector and markets;
  - o providing recommendation on best channels to reach target markets;
  - determining media mix, media rationale, suggested campaign timing and rationale;
  - o developing a creative strategy and at least three (3) concepts;
  - o determining campaign implementation approach and workbacks; and
  - o identifying insights and analytics approach and timing.

#### Phase 3: Evaluation and Evolution

- Provide high-level recommendations on improving and evolving existing messaging and brand.
- Deliver a presentation deck summarizing the brand and an integrated marketing campaign strategic plan.
- Build out a project critical path outlining tasks, deliverables, and deadlines.

# 3.2 Performance Expectations

A successful service provider will:

- (a) Ensure consistent, involved representation that is professional, innovative, creative, provides exceptional service and generates high-quality, ready advice.
- (b) Be responsive to, liaise with, and otherwise support the IAC as required.
- (c) Be accessible to Alberta-based team and international offices by being generally available to attend meetings, and the ability to be reached by telephone, cell phone or e-mail.
- (d) Provide a same-day response to communications made by IAC, providing an estimated time to address the request; and apprising IAC regularly of any delays or special considerations.
- (e) Ensure sufficient capacity to guarantee the continuity of service provision in all reasonably foreseeable circumstances.
- (f) Have sufficient capacity to provide expert advice on all aspects of the desired services.
- (g) Understand the specific and unique requirements associated with a Crown Corporation.
- (h) Represent IAC with the Government of Alberta, IAC contractors, other service providers secured by the primary service provider, etc., as necessary.
- (i) In all interactions, maintain positive, professional relationships.
- (j) Be forthright and diligent in identifying when an alternative service provider should be retained.

#### **Other Considerations:**

The IAC desires to live its mandate in its operations; to attract high-impact, job-creating investment to Alberta and promote the province as a preferred investment destination to national and international investors.

# 3.3 Reporting

The Contractor will be required to submit monthly written status reports to IAC. These status reports should outline:

- (a) A detailed list of services billed during the preceding month.
- (b) Services undertaken on direction of IAC with forecast billing.
- (c) Anticipated challenges, hurdles, etc. in completing current identified service commitments with quantified changes in delivery dates, associated billing, etc.
- (d) Anticipated changes in the Contractor's staff committed to the project.

#### 3.4 Mandatory Requirements - Corporate

The Proponent must have had three (3) prior or ongoing client engagements, each of greater than six (6) months in length, demonstrating corporate experience supporting client needs related to the Service requirements and deliverables expressed in this RFP. Proponents will demonstrate the consistencies between these engagements and the RFP requirements in their response.

# 3.5 Mandatory Requirements – Proposed Resources

Proponents must propose a resource (the Designated Principal) that is available to respond to escalation of issues that have not been satisfactorily resolved through normal, day-to-day processes. That resource should have sufficient management authority to bring issues to a close, with finality.

Proponents must propose a resource or team of resources who will be available to respond to inquiries and service requests on demand, during regular business hours.

# 3.6 Desirable Requirements – Proposed Resources

Proponents should identify a resource or team of resources available to respond to inquiries and services requests on demand outside of regular business hours.

# 3.7 Service Delivery Approach

The Proposal must address the requirements set out in the Services section of this RFP.

The Proposal should address the following desirable provisions:

- (a) A statement acknowledging understanding of the requirements.
- (b) A work plan setting out how the Proponent will provide these services.
- (c) A detailed schedule noting how they will meet the time bound deliverables noted in the table in Section 3.1
- (d) Any value-added services that the Proponent offers to provide to IAC.
- (e) A general description of the company, including any current certifications held by the company or key staff who will be part of the service delivery team.
- (f) A description of available support staff and resources.
- (g) Confirmation and description of insurance held by the proponent securing the delivery of services.

# 3.8 Facilities

The Contractor shall be responsible for providing all Facilities that may be needed above and beyond the offices of IAC.

#### 4. PRICING

# 4.1 Form of Pricing

### 4.1.1 Fixed Fee

The Proponent will provide a detailed fixed fee proposal for the following deliverables:

- 1. Brand Strategy & Marketing Research
- 2. Marketing Program & Execution
- 3. Content Development
- 4. Media Planning & Buying
- 5. Insights & Analytics

#### 4.1.2 Hourly Fee

The Proponent will provide a blended hourly rate for each of the deliverables as a supplement to 4.1.1. This is IAC's preferred fee structure. If a blended rate is not possible, a pricing table detailing the hierarchy of roles with the associated qualification minimums, suitable for the requirements outlined in the RFP, with applicable hourly rates will be required.

#### 4.1.3 Additional Fee

The Proponent will provide a detailed additional fee proposal to capture any other fees based outside a fixed fee structure (i.e. media fees in % of spend, ad serving fees, third party management fee, etc.).

#### 4.2 Overhead

All prices quoted must be inclusive of all overhead, office space and equipment including supplies, administrative burden, mark-up and all other costs to perform the Services for the duration of the performance of the Services.

#### 4.3 Calculations

If the any of the Proponent's Pricing Calculations are miscalculated then IAC will request a clarification from the Proponent, and the Proponent must respond within 24 hours or the proposal will be deemed non-compliant.

# 4.4 Project Budget

This section has been intentionally left blank.

#### 5. PROPOSAL

# 5.1 How to Organize the Proposal

To assist evaluation by the Evaluation Team, Proposals should be organized in the following format:

Table of Contents
RFP Requirements and associated Service Delivery Approach
Proponent Profile
Pricing
Corporate References
Appendices, if any

# 5.2 What to Put in the Proposal

It is mandatory that Proposals include responses to requirements described with a "must", "mandatory" or "shall" in this RFP. Failure to provide a response to requirements described with a "must" "mandatory" or "shall" may result in rejection of the Proposal. It is highly desirable that Proposals also respond to "should" provisions in this section. Proponent should ensure that all supporting information

is included so that IAC can evaluate the Proponent's ability and suitability to perform the Services. The Proposal response to all mandatory requirements and desirable provisions in this section will be evaluated, and desirable provisions scored. In addition, a Proponent should provide cross references to any parts of the Proposal that contain information that the Proponent wishes to be considered in the evaluation of any given requirement or provision.

All proposals must include a pricing proposal.

# **5.2.1** Proponent Profile

- a) The Proposal must include the following:
  - The legal name of the Proponent
  - A Proponent contact for all questions and clarifications arising from the Proposal. The contact information should include the person's title, address including email and telephone
  - Details of any subcontracting or partnership arrangements proposed by the Proponent
- b) The Proposal should include:
  - A brief corporate background, especially pertaining to experience on similar projects (including project references)
  - The location of the Proponent's head office and, if applicable, service centers or global partners
  - The legal name and address of any proposed sub-contractors
- c) In the case of Proponent Team Proposals (that is, where multiple entities propose to partner to deliver the services), the Proposal **must**:
  - Identify the members of the Proponent Team and the Prime Proponent who will be the Proponent Team's contact with IAC
  - Provide the legal name of the Prime Proponent
  - Describe the role of the Prime Proponent and each Proponent Team member
- d) In the case of Proponent Team Proposals the Proposal **should**:
  - Provide the location of the head office and, if applicable, sub-contractor locations or service centers or global partners for each Proponent Team member
  - Provide the legal name of each Proponent Team member
  - Demonstrate a Proponent Team management approach that will ensure, for the duration of the Contract, clear lines of communication and delivery of Services

Where the information requested of a Proponent in 5.2.1 b) or a Prime Proponent in 5.2.1 c) above is not included with the Proposal, the information must be provided within two Business Days of a request by IAC to do so.

#### 5.2.2 Service Delivery Approach

In their Proposals, Proponents must provide a response to the mandatory requirements and should provide a response to the desirable provisions as set out in the Service Delivery Approach section.

# 5.2.3 Appendices

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

#### 5.2.4 Contract Provisions

Proponents, by submitting a Proposal, are deemed to have accepted each of the provisions of the Form of Contract in Appendix A exactly as drafted. Schedules A and B to the Contract and any blank items will be completed by IAC when preparing the Contract to be entered into with the successful Proponent.

#### 6. EVALUATION

# 6.1 Screening

After receiving the Proposals, the Evaluation Team will screen each to determine if the Proponent met the mandatory requirements of this RFP. A Proponent must provide sufficient detail in its Proposal to demonstrate that it has met this RFP's mandatory requirements.

The Evaluation Team will then evaluate Proposals that have passed the initial screening.

#### 6.2 Rating

The Evaluation Team will use the following criteria to evaluate Proposals. Subject to the requirements of FOIP, the evaluations shall be confidential, and not released to any party.

#### 6.3 Proposal Evaluation Criteria

The RFP evaluation criteria will be distributed within the following categories.

Evaluation Categories		Weight
Technical Components		55%
1.	Corporate experience, subject matter expertise and success achieving	15
	similar business objectives	
2.	Relevant Experience	10
3.	International Marketing Experience	10
4.	Team Experience and Capacity	10
5.	Ability to meet Program Schedules	5
6.	Service Delivery Approach	5
Commercial Components		45%
1	Fixed Pricing for Scheduled Deliverables	20
2.	Hourly Rates and additional fees	15
3.	Adherence to IAC Terms and Conditions	10

Proposals will be evaluated against the criteria identified above to arrive at a total point score.

# 6.4 Short Listing

IAC may establish a shortlist of Proponents who may be asked to make formal presentations regarding their Proposal to the Evaluation Team. Key Proponent management and technical resources will be expected to participate in such presentations. These presentations will be made at no cost to IAC.

# 6.5 Reference Checks

IAC may conduct reference checks of Proponents or their proposed resources. IAC may contact references, including references other than those submitted by the Proponent. The Proposal may be rejected if, in the opinion of IAC, the Proponent or any proposed resource receives unsatisfactory references.

#### 6.6 Selection

Proposals will be evaluated and scored based on the quality of response to the requirements and provisions of this RFP. The Evaluation Team will make the final selection, if any, based on the Proposal's evaluation scoring, presentation (if applicable), and reference checks.

# 6.7 Resource Replacement

Replacement of proposed resources is not encouraged, however, there could be circumstances following the RFP Closing Date and Time and prior to Contract execution that a Proponent may request in writing that a proposed resource be replaced. Any proposed resource replacement must have, in the opinion of IAC, equivalent or better qualifications than the resource originally proposed. Proponents will not receive additional credit in the evaluation process if the qualifications of the replacement resource exceed that of the originally proposed resource. IAC reserves the right to deny any request for replacement and reject any proposed resource replacement.

#### 6.8 Proposal Clarifications

At any time during the evaluation process, IAC may ask the Proponent to clarify statements made in its Proposal.

#### 7. RFP TERMS AND CONDITIONS

# 7.1 Access to RFP Documents

IAC uses APC to post procurement opportunities. The Proponent should, when submitting a Proposal, obtain the RFP directly from APC to facilitate receiving any RFP updates or amendments issued by IAC. IAC will reject Proposals that do not comply with the RFP requirements, including RFP requirements that have been updated or amended by IAC through APC.

#### 7.2 RFP Schedule of Events

RFP Issue Date: March 25, 2021

RFP Closing Date and Time: April 23, 2021 at 1:00pm MST

Evaluation of Proposals: April 30, 2021
Notify Shortlist (if applicable): w/o May 3, 2021
Shortlist Presentations (if applicable): w/o May 10, 2021
Selection of Preferred Proponent: w/o May 15 2021

The above dates are provided for information only and are subject to change at the sole discretion of IAC.

#### 7.3 Proposal Submission

Proposals must be delivered electronically in Adobe Acrobat PDF format by email to <a href="mailto:info@investalberta.ca">info@investalberta.ca</a>.

Pricing information must adhere to the number and format requirements above, but be separated from the rest of the proposal, and in a separate PDF. In the email, it must be clearly named, and separated from other files.

It is the Proponent's responsibility to ensure its Proposal is received before the RFP Closing Date and Time at the location specified in this RFP.

In responding to this RFP, the Proponent's attention is drawn to the following:

- a) Proposals received after the RFP's Closing Date and Time will be rejected.
- b) Ambiguous, unclear or unreadable Proposals may be rejected.
- c) Proposals must be delivered to the email address <u>info@investalberta.ca</u> with the RFP's number (2021IAC002) in the subject line.
- d) The time and date of receipt of Proposals will be recorded upon delivery to the above email. Proposals must be received prior to the RFP's Closing Date and Time.

#### 7.4 Proposal Public Opening

Proposals will be opened publicly at the submission address, immediately following the RFP Closing Date and Time.

#### 7.5 Multiple Proposals

If a Proponent submits more than one Proposal, the Proponent must submit each Proposal separately in the same format as outlined in this RFP. Each Proposal submitted by the same Proponent must meet the mandatory requirements of this RFP. The Evaluation Team will decide the acceptability of each Proposal separately.

# 7.6 Proponent Team Proposals

In the case of a Proponent Team Proposal, IAC requires that the Prime Proponent has responsibility for all terms and conditions of the Contract. If a Proponent Team is selected as the successful Proponent, only the Prime Proponent will be identified as the Contractor in the Contract.

# 7.7 Price

Prices proposed shall be in Canadian dollars and exclusive of the Goods and Services Tax and the Harmonized Sales Tax.

In the event of any inconsistency between words and numbers, words shall govern.

# 7.8 Proponent Questions

Unless otherwise advised by the Contracting Manager, all questions and any form of communication between the Proponents and IAC in relation to this RFP must be submitted in writing to the Contracting Manager. All questions and responses will be documented.

IAC intends to disseminate all questions and their corresponding responses to all Proponents. If a Proponent considers a question to be confidential, and requests that the question and the response not be disseminated to all Proponents, then the Proponents must provide an explanation as to why confidentiality is being requested. Questions and responses will be treated as confidential only in exceptional circumstances.

If IAC, in its sole discretion, considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the Proponent that has asked the confidential question, and not to the other Proponents. If IAC determines that the question and the response ought not to be kept confidential, it will advise the Proponent and the Proponent will have the opportunity to withdraw the question.

The Proponent has the responsibility to notify IAC, in writing, of any 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.

Questions or concerns must be communicated in writing to the Contracting Manager at least three Business Days prior to the RFP's Closing Date and Time. Questions received after this time will not be answered.

Verbal responses to enquiries are not binding on any party.

# 7.9 Proposal Alterations and Irrevocability

Proponents may only amend or rescind their Proposal before the RFP Closing Date and Time by submitting a clear and detailed written notice to IAC in accordance with section 7.4(c).

Subject to section 7.11 all Proposals become irrevocable after the RFP Closing Date and Time.

In either of the following circumstances:

- the Proponent has rescinded a Proposal before the RFP Closing Date and Time; or IAC has received the Proposal after the RFP Closing Date and Time;
- such a Proposal will, at the Proponent's choice, either be returned to the Proponent at the Proponent's expense after the RFP Closing Date and Time, or destroyed by IAC after the RFP Closing Date and Time.

# 7.10 Period of Commitment

Proposals shall be final and binding on the Proponent for ninety (90) days from the RFP's Closing Date and Time and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is asked to do so by IAC. The Proposal shall be used as the basis for the Contract.

#### 7.11 Proposal Irregularity or Non-compliance

IAC reserves the right to waive an irregularity or non-compliance with the requirements of this RFP where the irregularity or non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at IAC's sole discretion.

# 7.12 Proposal Return

Subject to section 7.10, Proposals and accompanying documentation, upon receipt by IAC, will become the property of and will be retained by IAC.

#### 7.13 Confidentiality and Security of Information

The Proponent, the Proponent's employees, subcontractors, and agents shall:

keep strictly confidential all information concerning IAC or third parties, or any of the business or activities of IAC or third parties acquired as a result of participation in the RFP; and only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization from IAC.

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

No press release or other public announcement relating to this RFP shall be issued without the prior written consent of IAC.

# 7.14 Freedom of Information and Protection of Privacy ACT (Alberta) (FOIP)

The Proponent acknowledges that:

FOIP applies to all information and records relating to, or obtained, generated, created, collected or provided under, the RFP or the Contract and which are in the custody or under the control of IAC. FOIP allows any person a right of access to records in IAC's custody or control, subject to limited and specific exceptions as set out in FOIP; and

The Proponent, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal to IAC considered to be confidential and what harm could reasonably be expected from disclosure. IAC does not warrant that this identification will preclude disclosure under FOIP.

#### 7.15 Consent to the use of Personal Information

The purpose of collecting Personal Information for this RFP is to enable IAC to ensure the accuracy and reliability of the information, to evaluate the Proposal, and for other related program purposes of IAC. Authority for this collection is the Government Organization Act (Alberta), as amended from time to time and section 33 (c) of FOIP. The Proponent may contact the Contracting Manager identified in the RFP regarding any questions about collection of Personal Information pursuant to this RFP.

The Proponent consents, and has obtained the written consent from any individuals identified in the Proposal, to the use of their Personal Information in the Proposal by IAC, IAC's employees, subcontractors and agents, to enable IAC to evaluate the Proposal and for other program purposes of IAC. The Proponent must provide those written consents within two Business Days of a request by IAC to do so.

#### 7.16 Conflict of Interest

On or before the Closing Date and Time of this RFP, Proponents must fully disclose to the Contracting Manager, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Proponent, all Proponent Team members or any employee, sub-contractor or agent, if the Proponent were to become the Contractor pursuant to this RFP. IAC shall review any submissions by Proponents under this provision and may reject any Proposal where, in the opinion of IAC, the Proponent, any Proponent Team member, employee, sub-contractor or agent is, could be, or could be perceived to be in a conflict of interest if the Proponent were to become the Contractor pursuant to this RFP.

#### 7.17 Lobbyists Act

The Proponent acknowledges that:

- a) the Lobbyists Act (Alberta), as amended from time to time, establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the Lobbyists Act; and
- b) it is responsible for complying with the Lobbyists Act (Alberta) during the RFP process, and if the successful Proponent, during the Contract.

## 7.18 Agreement on Internal Trade and New West Partnership Trade Agreement

This RFP is subject to Chapter 5 of the Agreement on Internal Trade, and the New West Partnership Trade Agreement.

#### 7.19 Modified RFP Process

If no compliant Proposals are submitted in response to this RFP, IAC reserves the right to undertake a Modified RFP Process in order to select a successful Proponent. The Modified RFP Process, if used, will be conducted as follows:

All Proponents submitting non-compliant Proposals, other than those who submitted Proposals after the RFP Closing Date and Time, will be asked to prepare a "Modified Proposal". The necessity, scope and the timing of such a Modified RFP Process will be solely at IAC's discretion;

Details regarding the manner and form of the Modified RFP Process and the expected deliverables to be included therein will be provided in advance to all Proponents who submitted a non-compliant Proposal; Modified Proposals and accompanying documentation, upon receipt by IAC, will become the property of and be retained by IAC;

Proponents submitting Modified Proposals must meet the mandatory requirements identified in the Modified RFP Process; and

At the conclusion of the Modified RFP Process, following the Proponents' submission of the Modified Proposals, the Evaluation Team will evaluate Proposals in accordance with an evaluation plan developed for the Modified Proposal.

#### 7.20 RFP Terms and Conditions

By submitting a Proposal, the "RFP Terms and Conditions" contained in this section 7 of this RFP are deemed to be accepted by the Proponent in their entirety and without any changes.

# 7.21 Extension, Amendment to or Cancellation of RFP

IAC may extend the RFP Closing Date and Time, or IAC may amend, suspend, postpone or cancel this RFP.

#### 7.22 Costs of the Proposal

The Proponent is responsible for all costs of preparing and presenting its Proposal and, if applicable, entering into the Contract.

#### 7.23 Contract Award

Following the final selection, if any, IAC and the successful Proponent will enter into the Contract containing the terms and conditions in Appendix A. If, in the opinion of IAC, it appears that a Contract will not be entered into with the successful Proponent within 30 days, IAC may contract with another Proponent.

## 7.24 Representations and Warranties

Statements made in a Proposal may be incorporated into, attached to, or otherwise included in Schedule A to the Contract, and shall constitute representations and warranties of the successful Proponent and shall form part of the Contract.

# 7.25 Release of Proposal Information

IAC reserves the right to disclose the names of responding Proponents and any summary cost information deemed appropriate by IAC.

# 7.26 Proponent Debriefing

At the written request of an unsuccessful Proponent, IAC may, in its discretion conduct a debriefing to tell the Proponent why its Proposal was not selected. The unsuccessful Proponent's written request for a debriefing must be received by IAC within 10 Business Days of notification to the Proponent that it was unsuccessful.

# 7.27 Limitation of Liability

Notwithstanding any other provision in this RFP, a Proponent who responds to this RFP agrees that any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from:

the RFP process; the evaluation of Proposals; the awarding of the Contract; or a decision by IAC not to award the Contract

shall be limited to the Proponent's actual Proposal preparation costs. "Proposal preparation costs" are the actual costs borne by a Proponent to prepare and submit its Proposal. By submitting a Proposal, a Proponent acknowledges and accepts this limitation.

# 7.28 Proposal Acceptance/Rejection

IAC is not required to accept the lowest cost Proposal and may reject any or all Proposals.

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#### **Schedule of Services**

# Scope of Services

The contractor will provide the following Services to the Corporation, as requested and directed by the Corporation. As part of Invest Alberta's (the "Corporation") support for the marketing of investment attraction in Alberta as part of the Corporation's overall marketing mandate, as detailed within the Corporation's business plan; the Corporation requires a full-service marketing agency.

Target Markets include: Canada, the United States, China, United Kingdom, Germany, France, United Arab Emirates, India, Singapore, Japan, South Korea, and Mexico.

Responsibilities and activities may include, but not limited to:

- Build global brand including positioning and messaging, tone of voice, audience research and segmentation, journey mapping, and testing
- Develop global brand and marketing strategies
- Develop key sector investor and entrepreneur marketing programs with IAC Marcomm and international teams in alignment with global marketing strategies
- Develop creative platforms for marketing programs
- Develop on brand content marketing including: building up owned channels, creating digital and traditional marketing assets, experiential marketing, social media, influencer marketing, and content marketing to showcase Alberta's unique value propositions. Transcreation of content for all active IAC markets based on specific sectors focus and audience preference
- Proactively provide B2B and B2C strategic creative and production counsel in traditional, digital and experiential formats
- Provide media strategy and planning advice including:
  - Recommendation of media mix and rationale
  - Development of media plans; and
  - Analysis of investment, projected reach and budget
- Measure, and where possible, optimize the media investment
- Bring forward innovative ideas and options to enhance the efficacy of paid advertising; including relevant research (proprietary and third party) and ongoing media information
- Provide monitoring of campaign performance and actionable recommendations to improve the buy while in flight
- Contract directly with third-party media agencies for media time/space other than:
  - Recruitment advertising

- Legal and tender advertising; and
- Individual advertising assignments, unless required

Negotiate rates and coordinate the purchase of media time and/or space from third party media suppliers as an independent contractor for the purpose of reselling the media time or space to IAC

• Recommend and implement IAC owned marketing technology stack, establish marketing science best practices, insights discovery methodology and marketing reporting globally.

# **APPENDIX A- Form of Contract**