

**Invest Alberta Corporation**

HSBC Place, Suite 701,  
10250 101 Street NW  
Edmonton, Alberta  
T5J 3P4

**PRE-QUALIFICATION REQUEST (“PQR”) NUMBER: IAC-001-2022**

**Invest Alberta Corporation – Marketing and Communications Strategy Development**

**PQR Issue Date: August 08, 2022**

**PQR Closing Date and Time: September 30, 2022 – 14:00:59 Alberta Time**

**IAC Contracting Manager: Fola Adebisi**

**Email: [info@investalberta.ca](mailto:info@investalberta.ca)**

# TABLE OF CONTENTS

<b>1.</b>	<b>INTRODUCTION .....</b>	<b>4</b>
1.1	PREAMBLE .....	4
1.2	CONTRACT TERMINOLOGY .....	4
1.3	INTERPRETATION .....	6
<b>2.</b>	<b>PQR PROCESS .....</b>	<b>7</b>
2.1	SCHEDULE OF EVENTS .....	7
2.2	COMMENCEMENT OF SERVICES.....	<b>Error! Bookmark not defined.</b>
<b>3.</b>	<b>PQR INFORMATION.....</b>	<b>7</b>
3.1	PROJECT OVERVIEW.....	<b>Error! Bookmark not defined.</b>
3.2	SERVICES.....	7
3.3	REPORTING.....	8
3.4	MANDATORY AND DESIREABLE QUALIFITCATIONS.....	8
<b>4.</b>	<b>PRICING.....</b>	<b>8</b>
4.1	FORM OF PRICING .....	8
<b>5.</b>	<b>RESPONSE CONTENT GUIDELINES.....</b>	<b>8</b>
5.1	RESPONSE FORMAT .....	8
5.2	PROPOSAL CONTENT.....	12
5.2.1	PROPOSAL REQUIREMENTS.....	<b>Error! Bookmark not defined.</b>
5.3	CONTRACT PROVISIONS.....	<b>Error! Bookmark not defined.</b>
<b>6.</b>	<b>EVALUATION .....</b>	<b>10</b>
6.1	SCREENING .....	11
6.2	SCORING.....	11
6.3	RESPONSE EVALUATION CRITERIA.....	11
6.4	REFERENCE CHECKS.....	11
6.5	SELECTION.....	11
6.6	PROPOSAL CLARIFICATION .....	11
<b>7.</b>	<b>PQR TERMS AND CONDITIONS .....</b>	<b>12</b>
7.1	ACCESS TO PQR DOCUMENTS.....	12
7.2	PROONENT INFORMATION SESSION .....	12
7.3	PROPOSAL SUBMISSION .....	12
7.4	PROPOSAL PUBLIC OPENING .....	13
7.5	MULTIPLE PROPOSALS .....	13
7.6	VENDOR TEAM PROPOSALS .....	13
7.7	PRICE.....	13
7.8	PROONENT QUESTIONS.....	13
7.9	REPSONSE ALTERATIONS AND IRREVOCABILITY.....	14
7.10	PERIOD OF COMMITMENT.....	14
7.11	REPSONSE IRREGULARITY OR NON-COMPLIANCE .....	14
7.12	PROPOSAL RETURN .....	14
7.13	CONFIDENTIALTY AND SECURITY OF INFORMATION .....	15
7.14	FREEDOM OF INFORMATION AND PRIVACY ACT (ALBERTA) (FOIP).....	15
7.15	CONSENT TO THE USE OF PERSONAL INFORMATION .....	15
7.16	CONFLICT OF INTEREST .....	16
7.17	LOBBYISTS ACT.....	16
7.18	TRADE AGREEMENTS.....	16
7.19	MODIFIED PQR PROCESS.....	16
7.20	PQR TERMS AND CONDITIONS.....	17
7.21	EXTENSION, AMENDMENT TO OR CANCELLATION OF PQR .....	17
7.22	COSTS OF THE RESPONSE.....	17
7.23	CONTRACT AWARD.....	17
7.24	REPRESENTATIONS AND WARRANTIES.....	17
7.25	RELEASE OF PROPOSAL INFORMATION.....	18

7.26	PROPONENT DEBRIEFING.....	18
7.27	CLAIMS FOR DAMAGES OR COMPENSATION.....	18
7.28	RESPONSE ACCEPTANCE/REJECTION .....	18
<b>APPENDIX A - CONTRACT.....</b>		<b>Error! Bookmark not defined.</b>
1.	DEFINITIONS.....	19
2.	TERM OF CONTRACT .....	20
3.	PERFORMANCE OF SERVICES .....	20
4.	PAYMENT .....	21
5.	RECORDS AND REPORTING .....	21
6.	NON-ASSIGNABILITY AND SUBCONTRACTING.....	22
7.	INDEPENDENT CONTRACTING.....	22
8.	INTELLECTUAL PROPERTY .....	22
9.	NON-DISCLOSURE OF INFORMATION .....	24
10.	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY .....	24
11.	INDEMNITY AND LIABILITY.....	25
12.	INSURANCE.....	26
13.	NOTICES.....	27
14.	TERMINATION.....	28
15.	SAFE, SECURE AND RESPECTFUL WORKPLACE.....	28
16.	CONFLICT OF INTEREST AND ETHICAL CONDUCT.....	29
17.	SURVIVAL OF TERMS .....	30
18.	GENERAL.....	30
<b>SCHEDULE A - SERVICES .....</b>		<b>33</b>
1.	SERVICES.....	33
2.	ORDER OF PRECEDENCE .....	33
<b>SCHEDULE B - PRICING .....</b>		<b>34</b>
1.	PRICING.....	34
2.	REIMBURSABLE EXPENSES .....	34
3.	OPTIONAL SERVICES.....	34
4.	ADDITIONAL SERVICES .....	34
<b>APPENDIX B - SERVICES .....</b>		<b>36</b>
1.	SERVICES.....	36
2.	STANDARD OF CARE .....	36
<b>APPENDIX C – PROPOSAL SUBMISSION FORM.....</b>		<b>37</b>
1.	MANDATORY REQUIREMENTS .....	38
2.	DESIREABLE CRITERIA .....	38

## 1. INTRODUCTION

### 1.1 Preamble

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

This PQR is issued by the IAC to create a Pre-Qualification List. The IAC requires Pre-Qualified Contractors capable of performing the Professional Services. The Services, qualifications, and anticipated duration for each Project will be identified at the time of issuing each SOW.

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

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

### **STATEMENT ON PROHIBITIONS RELATED TO RUSSIAN AGGRESSION IN THE UKRAINE**

Sanctions related to the Russian invasion of Ukraine have been imposed by the Government of Canada under the [Special Economic Measures Act](#). The Government of Canada has stated that the sanctions have been imposed “in order to respond to the gravity of Russia’s violation of the sovereignty and territorial integrity of Ukraine, and grave human rights violations that have been committed in Russia.”

The Special Economic Measures Regulations applicable to Russia, Belarus and Ukraine under the *Special Economic Measures Act* impose an asset freeze and dealings prohibition on designated persons listed in Schedule 1 of the Regulations, which include both individuals and entities.

Consistent with the Regulations, IAC reserves the right to limit or prohibit Proposals from the designated persons and entities listed in Schedule 1 of the [Special Economic Measures \(Russia\) Regulations](#), the [Special Economic Measures \(Belarus\) Regulations](#), and the [Special Economic Measures \(Ukraine\) Regulations](#), as amended from time to time, or from entities that could benefit such individual or entities, directly or indirectly, if they were to enter a Contract with the Province.

Questions about these prohibitions can be directed to the Contracting Manager.

### 1.2 Contract Terminology

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

“**IAC**” means Invest Alberta Corporation, a Crown Agency of the Government of Alberta.

“**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, Alberta Time, Monday to Friday, excluding holidays observed by IAC.

“**Contract**” means the written agreement, which includes the PQR and the Vendor’s Response, between a Pre-Qualified Contractor and the Province to provide the Services and Materials contemplated by this PQR.

“**Contracting Manager**” means the individual referenced on the cover page of this PQR.

“**Contractor**” means the legal entity that will enter into the Contract with IAC.

“**Evaluation Team**” means the individuals who will evaluate the Responses on behalf of IAC.

“**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.

“**FOIP**” means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time.

“**Materials**” means any work information, records or materials, regardless of form, which are made, generated, produced or acquired by the Pre-Qualified Contractor or its employees, subcontractors or agents in the course of performing the Services.

“**Must**”, “**mandatory**”, “**required**”, “**shall**” means that the requirement so described must be met in a substantially unaltered form in order for the Response 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 PQR.

“**Pre-Qualification Request**” or PQR means this solicitation including attached appendices for the opportunity to compete to provide the Services and Materials.

“**Pre-Qualified Contractor**” means a successful Vendor that has executed a Contract, pursuant to this PQR, to provide the Services on an as-and-when-needed basis.

**“Project”** means the project outlined in section 3 of this PQR.

**“Proponent”** means an individual, organization or Proponent Team responding to this PQR 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 PQR, and includes all the Proponent’s attachments and presentation materials.

**“PQR Closing Date and Time”** means the date and time as stated on the cover page of this PQR..

**“Services”** means the work, duties, functions and deliverables to be provided by the Pre- Qualified Contractor as specified in Appendix B to this PQR.

**“Service Delivery Approach”** means the requirements and provisions set out in Appendix D to this PQR and a Proponent’s Response in relation to such requirements and provisions.

**“Service Level Agreement”** or **“SLA”** means a performance standard for the Services that the Contractor is required to meet.

**“Should”** or **“desirable”** means that a provision so described has a significant degree of importance to IAC and will be evaluated.

**“Statement of Work”** or **“SOW”** means a document issued by the IAC setting out the Services required and, when signed by both the Contractor and the IAC, incorporates the terms and conditions of the MSA and establishes a contract between the Contractor and the IAC for the delivery of the Services described in the SOW.

**“SOW Submission”** means the Pre-Qualified Contractor’s response to an SOW, including all attachments and if applicable, materials provided at a presentation.

### **1.3 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. PQR Process

### 2.1 Schedule of Events

PQR Issue Date:	August 08, 2022
PQR Closing Date and Time:	September 30, 2022 at 14:00:59 Alberta Time
Evaluation of Responses:	Ongoing from August 19, 2022
Selection of Vendors:	Ongoing from August 19, 2022

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

### 2.2 Commencement of Services

Pre-Qualified Contractors will be permitted to commence work upon receipt of a fully signed Contract. There is no guaranteed minimum volume of work to a Pre-Qualified Contractor.

Notwithstanding any Contract(s) that may be executed as a result of this PQR, IAC reserves the right to obtain Services described in this PQR through other means including, but not limited to, in-house resourcing.

IAC may extend the PQR Closing Date and Time and may re-open at any time during the Contract term.

## 3. PQR INFORMATION

### 3.1 Project Overview

#### a) Project Background

Invest Alberta Corporation (IAC) is a Crown corporation of the Government of Alberta responsible for bringing industries, government partners, and economic organizations together to offer seamless investment services that enables investors from across the world to invest in Alberta. The marketing and communications team is seeking proposals from agencies with experience in marketing and communications strategy development and implementation, creative and production services, and media services.

The pre-qualified vendors will provide additional support to the marketing and communications team in areas including:

- Branding and graphic design
- Video creation and editing
- Copywriting and content creation
- Presentation coaching

- Survey and consumer/market research
- Reporting and analytics

## b) Project Objectives

The purpose of this PQR is to develop a non-exclusive list of Pre-Qualified Contractors able to provide Marketing and Communication Services on an as-and-when needed basis throughout IAC. Proponents may propose to provide any one Service or a combination of Services. If a Proponent submit more than one Response, the Proponent must submit each Response separately in the same format as outlined in this PQR.

### 3.2 Services

IAC requires the Services as set out in Appendix B to this PQR. The anticipated duration of Services for each Pre-Qualified Contractor is from the Contract Effective Date to the Contract termination date of August 30, 2023. IAC, in its discretion, will confirm the actual start date for the Services upon finalizing each respective Contract.

IAC may choose to extend each Contract, under the same terms and conditions including pricing, for additional terms for which cumulative terms shall not exceed 60 months.

### 3.3 Reporting

The Pre-Qualified Contractor will be required to submit a monthly written status report to IAC during the term the Pre-Qualified Contractor is providing Services to IAC. The status report must outline:

- i. the Services completed during that reporting period;
- ii. the time schedule for those portions which are not completed;
- iii. and any other information requested by IAC in relation to the completion of the Services.

### 3.4 Mandatory and Desirable Qualifications

#### Mandatory Requirements

The Proponent must demonstrate that it meets the mandatory requirements set out in Appendix C, Attachment #1 to this PQR.

#### Desirable Requirements

The Proponent should demonstrate that it meets the desirable provisions as set out in Appendix C, Attachment #1 to this PQR.

## 4. PRICING



#### **4.1 Form of Pricing**

The response must provide fixed pricing required to perform the Services, as set out in the Pricing form that is Attachment #2 to the response submission form in Appendix C of this PQR. in

### **5. RESPONSE CONTENT GUIDELINES**

#### **5.1 Response format**

To facilitate ease of evaluation by the evaluation team, and to ensure each Proposals receives full consideration, Proposals should be organized and presented as follows:

- a) Table of contents;
- b) Completed Proposal submission form;
- c) Proponent Profile
- d) PQR Requirements (As set out in attachment 1-2 to Appendix C to this PQR);
- e) Service delivery Approach (Appendix D)
- f) References, and
- g) Appendices (optional).

#### **5.2 Proposal Content**

It is mandatory that Proposals include responses to requirements described with a “must”, “mandatory” or “shall” in this PQR. Failure to provide a response to requirements described with a “must “mandatory” or “shall” will result in rejection of the Proposal. It is highly desirable that Proposals also respond to “should” provisions. 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 will be screened to determine if the mandatory requirements have been met. Only Proposals meeting the mandatory requirements will be evaluated. In addition, 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.

##### **5.2.1 Proposal Requirements**

###### **a) Proposal Submission Form**

The Proposal Submission Form in Appendix C of this PQR, or a similar representation of the same information, must be completed and included in the Response.

###### **b) Proponent Profile**

The Proposal must include the following:

- i. The legal name of the Vendor; and
- ii. Details of any subcontracting arrangements proposed by the Vendor.

The Proposal should include:

- i. A brief corporate background, especially pertaining to experience on similar projects (including project references);
- ii. The location of the Vendor's head office and, if applicable, service centres;
- iii. The legal name and address of any proposed sub-contractors; and
- iv. A Proponent contact for all questions and clarifications arising from the Proposal. The Proposal should include the person's title, address including email, telephone and facsimile number;

In the case if Proponent Team Responses, the Proposal must also;

- i. Identify the members of the Proponent Team and the Prime Proponent who will be the Proponent Team's contact with the IAC department;
- ii. Provide the legal name of the Prime Proponent; and
- iii. Describe the role of the Prime Proponent and each Proponent Team Member.

In the case of Proponent Team Responses, the Proposal should:

- i. Provide the location of the head office and, if applicable, service centres for each Vendor Team member;
- ii. Provide the legal name of each Vendor Team member; and
- iii. Demonstrate a Proponent Team management approach that will ensure, for the duration of the Contract, clear lines of communication and delivery of Services.

**c) PQR Requirements**

- i. Mandatory Requirements:  
Proposals must provide a response to the mandatory requirements set out in the Attachment #1 to Appendix C.

**d) Service Delivery Approach**

In their Responses, Vendors must provide a Service Delivery Approach and should provide a response to the desirable provisions set out in Appendix D – Service Delivery Approach to this PQR.

**e) Reference Checks**

In their Responses, Proponent must provide at least three business-related

references. One of these references must be a current client.

**f) Appendices**

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

**5.3 Contract Provisions**

Proponents, by submitting a Proposal, are deemed to have accepted each of the provisions of the 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 Pre-Qualified Contractor.

**6. EVALUATION**

**6.1 Screening**

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

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

**6.2 Scoring**

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

**6.3 Response Evaluation Criteria**

The PQR evaluation criteria and associated weighting will be as follows:

	<b>Category</b>	<b>Weightings</b>
1.	Proponent Qualifications and experience	60%
2.	Services Capabilities	20%
3.	Pricing Capabilities	20%
	<b>Total</b>	<b>100%</b>

**6.4 Reference Checks**

IAC may conduct reference checks of Proponents. IAC may contact references, including references other than those submitted by the Proponent. The Response may be rejected if, in the opinion of IAC, the Proponent receives unsatisfactory references.

## 6.5 Selection

Responses will be evaluated and scored based on the quality of response to the requirements and provisions of this PQR. The Evaluation Team will make the final selection, if any, based on scoring, and reference checks.

IAC will select a minimum of two (2) Pre-Qualified Contractor(s) who will carry out the required Services. The Pre-Qualified Contractor(s) are not guaranteed any volume of work subsequent to this PQR and work will be allocated on an as-and-when needed basis.

## 6.6 Proposal Clarification

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

## 7. PQR TERMS AND CONDITIONS

### 7.1 Access to PQR Documents

The IAC uses Alberta Purchasing Connection (APC) to post procurement opportunities at [www.purchasingconnection.ca](http://www.purchasingconnection.ca). Obtaining the PQR directly from APC facilitates receipt of any PQR updates or amendments issued by IAC. IAC will reject Proposals that do not comply with the PQR requirements, including PQR requirements that have been updated or amended by IAC through APC.

### 7.2 Proponent Information Session

There will be no Proponent Information Session. Refer to clause 7.8 for questions.

### 7.3 Proposal Submission

Responses must be submitted electronically, via email, in Microsoft Word or Adobe Acrobat format by the PQR Closing Date and Time to the following email address: [info@investalberta.ca](mailto:info@investalberta.ca). The email subject line should indicate that it is a Response and include the PQR number and title.

The complete Proposal should be in one email, including attachments, and should not be large than 25MB to facilitate receipt by the IAC. If multiple emails are required to accommodate attachment size, the emails should provide clear instructions on how the Proposal is to be integrated (e.g. 1 of 3, 2 of 3, 3 of 3).

The official time and date of receipt of the Response will be determined by the email received time as recorded by Invest Alberta Corporation's email server. Proponents should be aware that, prior to such electronic delivery, incoming emails are subject to consistency checks and antivirus scans, which process

can take several minutes or longer to complete. IAC will not be responsible for failures (technical or otherwise) that may result in a Proposal not being received prior to the PQR Closing Date and Time. If the Proposal cannot be opened after reasonable efforts are made by IAC, the Proposal will be rejected.

The Response should be secured against accidental modification by IAC, and should have the ability to search and print the document in its entirety.

Responses must be received before 14:01:00 Alberta Time on the PQR Closing Date, or the response will be rejected.

Responses received after the PQR Closing Date and Time will be deleted.

#### **7.4 Proposal Public Opening**

Proposals will not be opened publicly.

#### **7.5 Multiple Proposals**

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

#### **7.6 Vendor 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 vendor, only the Prime Proponent will be identified as the Pre-Qualified 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 Proponent and IAC in relation to this PQR 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 PQR, as it is discovered, and to request any instruction, decision, or direction necessary to prepare the Proposal.

Questions or concerns must be communicated in writing to the Contracting Manager at least five Business Days prior to the PQR's Closing Date and Time. Questions received after this time will be answered if, in the opinion of IAC, time permits.

Verbal responses to enquiries are not binding on any party.

#### 7.9 **Response Alterations and Irrevocability**

Proponents may only amend or rescind their Response before the PQR Closing Date and Time by submitting a clear and detailed written notice to IAC in accordance with section 7.3. Subject to section 7.10, all Responses become irrevocable after the PQR Closing Date and Time.

In either of the following circumstances:

- (a) the Vendor has rescinded a Response prior to the PQR Closing Date and Time;
- or
- (b) the Procurement Officer has received the Response after the PQR Closing Date and Time;

such Response will be deleted.

#### 7.10 **Period of Commitment**

Proponents shall be final and binding on the Proponent for ninety (90) days from the PQR'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.

#### 7.11 **Response Irregularity or Non-Compliance**

IAC reserves the right to waive an irregularity or non-compliance with the requirements of this PQR 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 7.9, Responses 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:

- (a) 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 PQR; and
- (b) only use, copy or disclose such information as necessary for the purpose of submitting a Proponents 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 PQR 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:

- a) FOIP applies to all information and records relating to, or obtained, generated, created, collected or provided under, this PQR, the Master Agreement and all SOWs and Executed SOWs which are in the custody or under the control of the IAC. FOIP allows any person a right of access to records in the IAC's custody or control, subject to limited and specific exceptions as set out in FOIP; and
- b) The Proponent, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal and what harm could reasonably be expected from disclosure. The 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 PQR is to enable IAC to ensure the accuracy and reliability of the information, to evaluate the Proposal, and for other related program purposes of the 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 Project Procurement Specialist identified on the cover page regarding any questions about collection of Personal Information pursuant to this PQR.

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 Personnel to enable the 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 PQR, 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 employees, subcontractors or agent, if the Proponent were to become the Pre-Qualified Contractor pursuant to this PQR. IAC shall review any submissions by Proponents under this provision and may reject any Proposals where, in the opinion of IAC, the Proponent, any Proponent team member, employee, subcontractors or agent is, could be, or could be perceived to be in a conflict of interest if the Proponent were to become the Pre-Qualified Contractor pursuant to this PQR.

#### **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 PQR process, and if the successful Vendor, during the Contract.

#### **7.18 Trade Agreements**

This PQR is covered by existing trade agreements between the Province of Alberta and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement (Chapter 5 Government Procurement); and
- b) New West Partnership Trade Agreement



## **7.19 Modified PQR Process**

If no compliant Responses are submitted in response to this PQR, the Province reserves the right to undertake a modified PQR process in order to select a successful Vendor. The modified PQR process, if used, will be conducted as follows:

- a) All Proponents submitting non-compliant Proposals, other than those who submitted Proposals after the PQR Closing Date and Time, will be asked to prepare a "Modified Proposal". The necessity, scope and the timing of such a modified PQR process will be solely at IAC's discretion;
- b) Details regarding the manner and form of the modified PQR process and the expected deliverables to be included therein will be provided in advance to all Proponents who submitted a non-compliant Proposal;
- c) Modified Proposal and accompanying documentation, upon receipt by IAC, will become the property of and be retained by IAC;
- d) Proponents submitting Modified Proposals must meet the mandatory requirements identified in the modified PQR process;
- e) At the conclusion of the modified PQR process, following the Proponents' submission of the Modified Proposals, the Evaluation Team will evaluate Modified Proposals in accordance with an evaluation plan developed for the modified PQR process.

## **7.20 PQR Terms and Conditions**

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

## **7.21 Extension, Amendment to or cancellation of PQR**

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

## **7.22 Costs of the response**

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 the Proponent that submitted the next highest scoring compliant Response.

### **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 will conduct a debriefing to tell the Proponent why its Response 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 Claims for Damages or Compensation**

Notwithstanding any other provision in this PQR, a Proponent who responds to this PQR 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 PQR process;
- the evaluation of Responses;
- 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, Proponent acknowledges and accepts this limitation.

### **7.28 Response Acceptance/ Rejection**

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

## APPENDIX A – CONTRACT

**Contract Number: TBD**

### SERVICE AGREEMENT

THIS AGREEMENT is made effective as of the \_\_\_XX\_\_\_ day of \_\_\_XX\_\_\_, 2022 (“**Effective Date**”).

BETWEEN:

**INVEST ALBERTA CORPORATION**  
of Edmonton, Alberta

(“**IAC**”)

-and-

**[NAME OF PRE-QUALIFIED CONTRACTOR]**  
of

(the “**Pre-qualified Contractor**”)

### **BACKGROUND**

Invest Alberta Corporation (IAC) requires [type of services], from time-to-time on an as required basis and has issued a Pre-qualification Request entitled “Name of Project” dated [insert date] (“PQR”).

IAC and the Pre-qualified Contractor agree as follows:

### **DEFINITIONS**

1. In this Contract:
  - (a) “**Business Day**” means 8:15 am to 16:30 pm, Alberta Time, Monday through Friday, excluding holidays that are observed by IAC;
  - (b) “**Contract**” means this document, Schedule A and Schedule B
  - (c) “**Effective Date**” means the date first above written;
  - (d) “**FOIP Act**” means the *Freedom of Information and Protection of Privacy Act* of Alberta as amended from time to time;
  - (e) “**Materials**” means any work information, records or materials, regardless of form, which are made, generated, produced or acquired by the Pre-Qualified Contractor or its employees, subcontractors or agents in the course of performing the Services;

- (f) **“Personal Information”** means personal information as defined in the *FOIP Act*;
- (g) **“Placement Request”** means a written request by IAC, issued on an as-and-when needed basis, for the provision of the Services by a Pre-Qualified Contractor;
- (h) **“PQR”** means the Pre-Qualification Request issued by IAC dated [insert date];
- (i) **“Response”** means the Response submitted by the Pre-Qualified Contractor dated [insert date];
- (j) **“Services”** means the work, duties, functions and deliverables described in Schedule A
- (k) **“Term”** means the contract period specified in Section 2;

### **TERM OF CONTRACT**

- 2. This Contract is effective from the Effective Date until August 30, 2023 unless terminated in accordance with this Contract.

IAC may choose to extend each Contract, under the same terms and conditions including pricing, for additional terms for which cumulative terms shall not exceed 60 months.

### **PERFORMANCE OF SERVICES**

- 3.
  - (a) IAC will send a written Request to the Pre-Qualified Contractor, in accordance with Section 17, setting out: (a) the time frame for when the Services will occur, and (b) any other specifics required by IAC, acting reasonably, to be provided by the Pre-Qualified Contractor;
  - (b) Within 5 business days of receipt of a Service Request, the Pre-Qualified Contractor must indicate to IAC, in writing and in accordance with Section 17, whether it accepts or declines the Service Request;
  - (c) If the Pre-Qualified Contractor does not respond to IAC within 5 business days of receipt of a Service Request, IAC may offer the Service Request to another contractor;
  - (d) In the event the Pre-Qualified Contractor accepts the Service Request, the performance of the Services shall commence in accordance with the Service Request;
  - (e) The Pre-Qualified Contractor shall, for each Service Request accepted by the parties, perform the Services as set out in Schedule A to the satisfaction of IAC; and
  - (f) The Pre-Qualified Contractor agrees to follow any directions from the IAC regarding the performance of Services.

## PAYMENT

4. (a) IAC agrees to pay the Pre-Qualified Contractor at the rates set out in Schedule B, including all expenses incurred by the Pre-Qualified Contractor, to perform the Services. The Pre-Qualified Contractor shall be paid:
    - i. the amounts specified in Schedule B for completion of the Services in accordance with this Contract; and
    - ii. upon submitting an invoice and other supporting documentation required by IAC describing the Services for which payment is claimed.
  - (b) IAC shall pay the Pre-Qualified Contractor within 30 days of receipt of an invoice provided the requirements of Section 4(a) have been met.
  - (c) IAC represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* of Canada as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.
  - (d) IAC may deduct from all payments to the Pre-Qualified Contractor such amounts as required by the Income Tax Act of Canada as amended, revised or substituted from time to time.
5. IAC may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Pre-Qualified Contractor shall re-execute the Services or Materials at the Pre-Qualified Contractor's expense in accordance with this Contract.

## RECORDS AND REPORTING

6. The Pre-qualified Contractor shall:
- (a) keep and maintain in accordance with IAC generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to IAC these documents to examine, audit and make copies and take extracts; and
  - (b) keep the documents referred to in Section 6(a) for three years following the completion or termination of this Contract.
7. The Pre-Qualified Contractor shall submit a written status report to IAC during the Term, indicating:
- a. the Services completed during that reporting period;
  - b. the time schedule for those portions which are not completed;

- c. any other information requested by IAC in relation to the completion of this Contract; and
- d. in accordance with Schedule A – Services of the Contract

### **NON-ASSIGNABILITY AND SUBCONTRACTING**

- 8. (a) The Pre-Qualified Contractor shall not:
  - i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or,
  - ii. subcontract or otherwise assign the Serviceswithout the prior written consent of IAC, which shall not be unreasonably withheld.
- (b) When the Pre-Qualified Contractor retains any subcontractor(s) in connection with performance of the Services, the Pre-Qualified Contractor shall:
  - i. be responsible for remunerating the subcontractor(s);
  - ii. be responsible for the performance and activities of the subcontractor(s); and
  - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Pre-Qualified Contractor to fulfill its obligations under this Contract.

### **INDEPENDENT CONTRACTOR**

- 9. (a) It is understood and acknowledged that in providing the Services the Pre-Qualified Contractor is an independent contractor and not an agent or employee of IAC and nothing in this Agreement shall be interpreted so as to create such a relationship between the Parties.
- (b) The Pre-qualified Contractor shall be responsible, at its own expense and cost, for making any applications, reports, payments or contributions required to be made by the Contractor pursuant to any law in force, from time to time, that relates to income tax, unemployment insurance premiums or pension plan premiums in any jurisdiction under which such payments are required to be paid by the Contractor, including, without limitation, the Income Tax Act, R.S.C. 1985 c.1 (5th Supp.), the Employment Insurance Act, S.C. 1996, c.23 and the Canada Pension Plan Act, R.S.C. 1985, c.C-8 to the extent applicable.

### **INTELLECTUAL PROPERTY**

- 10. (a) All rights, title and interest throughout the world in and associated with all documents, work product, and other materials that the Pre-qualified Contractor or the Pre-Qualified Contractor's employees,

contractors, subcontractors, agents or representatives (the “Pre-Qualified Contractor’s Personnel”) deliver to IAC or prepare under or in connection with this Agreement, including all intellectual property rights therein (including copyrights, patents, patent disclosures and inventions, trademarks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names), together with all of the goodwill associated therewith, derivative works and all other rights (collectively, the “Work Product”), shall be owned exclusively by IAC. IAC agrees, and shall cause Contractor’s Personnel to agree, that all Work Product is hereby deemed to be owned by IAC. For clarity, this Agreement shall constitute an irrevocable assignment by the Contractor of all rights of copyright in the Work Product, and IAC shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections that may be available in the works. The Pre-Qualified Contractor hereby irrevocably assigns, and shall cause the Contractor’s Personnel to irrevocably assign to IAC, in each case without additional consideration, all right, title, and interest throughout the world in and to the Work Product.

- (b) The Pre-qualified Contractor shall deliver all Work Product to IAC promptly upon request, upon completion or upon termination of this Agreement. For certainty, neither the Pre-Qualified Contractor nor the Pre-Qualified Contractor’s Personnel shall be entitled to any additional compensation for the creation of any Work Product, other than that which it receives for providing the Services.

(a) **IAC may:**

- (i) use, copy, display, transmit, alter, vary, adapt and exploit all Work Product; and
- (ii) use, copy, display and transmit the names of the authors of the Work Product, including the Pre-Qualified Contractor’s name, in connection with any or all of the Work Product;

in any manner, including in presentations, merchandising, advertising, corporate materials and otherwise, without any payment to the Contractor, the Contractor’s Personnel or any third party, other than that payment to which the Contractor is entitled for providing the Services.

- (b) IAC has no obligation to use or publicize any of the Work Product, and IAC may, in its sole discretion, decide when and how any or all of the Work Product may be made public, if at all.
- (c) The Pre-Qualified Contractor, on its own behalf and as agent for the Contractor’s Personnel:
- (i) Waives all “moral rights” and “*droits d’auteurs*” that the Contractor or any of the Contractor’s Personnel may have in the Work Product in favour of IAC and its assignees and licensees; and
  - (ii) Releases IAC from all claims or causes of action the Contractor or any of the Contractor’s Personnel may have for defamation, invasion of privacy, violation of personality rights and otherwise in connection with the exploitation of IAC’s rights under this Agreement.
- (d) The Pre-Qualified Contractor shall, or shall cause the Contractor’s Personnel, in either case at IAC’s reasonable expense, to execute and deliver to IAC all instruments and take any other actions that IAC may reasonably require to:
- (i) effect, perfect, register, or record its interest in the Work Product;
  - (ii) record the releases and waivers and give full effect to its rights under Section 11(e);



(iii) otherwise give full effect to this Agreement;

at anytime before or after termination of this Agreement.

### **NON-DISCLOSURE OF INFORMATION**

10. (a) Except as provided in Sections 11 and 12 all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Pre-Qualified Contractor in the performance of the Services ("IAC" Information"), shall not be directly or indirectly disclosed by the Pre-Qualified Contractor whether through oral, written, electronic, photographic or any other means without the prior written consent of IAC. The Pre-Qualified Contractor may disclose IAC's Information to employees, subcontractors or agents of the Pre-Qualified Contractor who have a need to know for the purpose of performing the Services, provided the Pre-Qualified Contractor has a confidentiality agreement with the agent or subcontractor containing confidentiality provisions substantially similar to this Contract.
- (b) Subject to Section 12(b), the Pre-Qualified Contractor's obligations in Section 11(a) do not apply to information or documents which:
- i. are or become publicly available through no act or omission of the Pre-Qualified Contractor;
  - ii. are independently developed without benefit of the Province's Information; or,
  - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- (c) The Pre-Qualified Contractor shall retain IAC's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of IAC's Information. The Pre-Qualified Contractor shall immediately advise IAC of any unauthorized access, use, disclosure, loss or destruction of IAC's Information, and shall provide IAC any assistance reasonably required to rectify such a situation.
- (d) The Pre-Qualified Contractor shall return or deliver IAC's Information to IAC upon completion or termination of this Contract, or upon request of IAC.
- (e) IAC's Information may be disclosed to the extent required by law or court order, provided that IAC is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (f) No press release, public announcement or public commentary in any form relating to this Contract shall be made by the Pre-Qualified Contractor without the prior written approval of IAC.

### **FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

12. (a) The Pre-Qualified Contractor acknowledges this Contract, including without limitation the name of the Pre-Qualified Contractor, fees payable, the Term, and details of the Services

may be subject to disclosure under the *FOIP Act*;

- (b) The Pre-Qualified Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by IAC;
- (c) Upon request, the Pre-Qualified Contractor shall, at the Pre-Qualified Contractor's expense, and within five Business Days, provide to IAC any records that are requested under *FOIP Act* that are in the custody or under the control of the Pre-Qualified Contractor. Should the Pre-Qualified Contractor receive an access request under the *FOIP Act*, the Pre-Qualified Contractor shall not respond to it, but shall immediately forward the access request to IAC for further handling;
- (d) In providing the Services the Pre-Qualified Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At IAC's request, the Pre-Qualified Contractor must correct, within five Business Days of the request, Personal Information that the Pre-Qualified Contractor may have either collected or compiled about an individual pursuant to this Contract;
- (e) The Pre-Qualified Contractor shall:
  - i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
  - ii. immediately advise IAC of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to IAC to prevent or remedy the same; and,
  - iii. provide IAC with any information regarding the Pre-Qualified Contractor's security measures that IAC may require to verify compliance with the *FOIP Act*;
- (f) The Pre-Qualified Contractor shall store only in Canada all records of Personal Information which are disclosed to the Pre-Qualified Contractor under this Contract, including records that are collected, used or stored on behalf of IAC; and,
- (g) The Pre-Qualified Contractor shall act on any direction that IAC may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

### **INDEMNITY AND LIABILITY**

- 13. (a) The Pre-Qualified Contractor shall indemnify and hold harmless IAC, its employees and agents from any and all third party claims, demands, actions and costs whatsoever (including legal costs on a solicitor-client basis), that may arise directly or indirectly out of any act or omission of the Pre-Qualified Contractor, its employees, agents, subcontractors, directors, officers, or volunteers in the performance of the Services or the Pre-Qualified Contractor's breach of this Contract.

- (b) The Pre-Qualified Contractor shall indemnify and hold harmless IAC against and from any loss or damage to the real or personal property of IAC that may arise directly or indirectly out of any act or omission of the Pre-Qualified Contractor, its employees, agents, subcontractors, directors, officers, or volunteers in the performance of the Services or the Pre-Qualified Contractor's breach of this Contract.
- (c) IAC shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Pre-Qualified Contractor, its employees, agents, volunteers, directors, officers, contractors or general public arising from the performance of the Services.
- (d) The Pre-Qualified Contractor acknowledges and accepts the risks associated with providing the Services and releases and waives any right of recourse it may have or obtain against IAC, its employees or agents, with regard to loss or damage to property owned or leased by the Pre-Qualified Contractor or in which the Pre-Qualified Contractor has an insurable interest, whether or not the loss or damage arises from the negligence of IAC, its employees or agents or any loss or damage to such property caused by the Young Persons, including arising from their negligence or wilful acts. The Pre-Qualified Contractor shall make its insurer aware of this waiver.
- (e) Every right, exemption from liability, defence, and immunity of whatsoever nature applicable to either party or to which the parties are entitled under this Contract will also be available and extended to protect each servant, officer, and employee of IAC acting in the course of or in connection with his or her employment. For the purpose of all the foregoing provisions of this clause, IAC is deemed to be acting as agent or trustee on behalf of and for the benefit of each person who is or who becomes the servant, officer, or employee of IAC from time to time.

## **INSURANCE**

- 14. (a) The Pre-Qualified Contractor shall, without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance must include abuse coverage with a minimum limit of \$2,000,000.
- (b) The Pre-Qualified Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Pre-Qualified Contractor and used in the performance of the Services in an amount not less than \$2,000,000.00.
- (c) The Pre-Qualified Contractor shall maintain Worker's Compensation coverage for the term of this Contract. In the event the Pre-Qualified Contractor is performing work as defined in the Occupational Health and Safety Regulations and the Pre-Qualified Contractor is a proprietor or performs an exempt activity as defined by the Workers' Compensation Board, then the Pre-Qualified Contractor shall hold and maintain Workers' Compensation Insurance coverage throughout the length of this Contract which must cover all employees and volunteers.

- (d) The Pre-Qualified Contractor shall provide IAC with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of IAC.
- (e) The Pre-Qualified Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in Section 14(a).
- (f) All required insurance shall be endorsed to provide IAC with 30 days advance written notice of cancellation of insurance coverage, including for non-payment of premium.

## **NOTICES**

15. (a) Any notice, demand or other communication required or permitted to be given under this Agreement (each, a form of “Notice”) shall be in writing and shall be sufficiently given if:
- i. Delivered in person on a Business Day;
  - ii. Delivered via Canada Post registered mail or internationally recognized courier delivery service; or
  - iii. Sent by e-mail.
- (b) Any notices shall be delivered as follows:
- Invest Alberta Corporation  
Suite 3230, 308 – 4<sup>th</sup> Avenue SW  
Calgary, Alberta  
T2P 0H7  
Attention: Caylin Bruneau  
E-mail: Caylin.bruneau@investalberta.ca
- (i) if to the Contractor at:  
[Contract Address]  
Attention:  
E-mail address:
- (c) Any notice so given shall be deemed to have been given and to have been received:
- (i) on the day of delivery, if delivered in person;
  - (ii) on the third Business Day (excluding each day during which there exists any interruption of postal services due to a strike, lockout or other cause) following the mailing thereof, if so mailed; and
  - (iii) on the day that the notice was sent by e-mail, provided that such day is a Business Day and if not, on the first following Business Day.
- (d) Addresses for notice may be changed by giving notice in accordance with this section 15.

## **TERMINATION**

16. (a) IAC may at any time immediately terminate this Contract, without cause, upon written notice to the Pre-Qualified Contractor;
- (b) If this Contract is terminated:
- i. all Materials made, prepared, developed, generated, produced or acquired by the Pre-Qualified Contractor, or its Resource under this Contract are the property of IAC; and,
  - ii. IAC will only pay the Pre-Qualified Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

## **SAFE, SECURE AND RESPECTFUL WORKPLACE**

- 17.
- a. The Pre-Qualified Contractor, its employees, subcontractors and agents when using any of IAC's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.
  - b. The Pre-Qualified Contractor, its employees, subcontractors and agents shall comply with the requirements and provisions of IAC's *Respectful Workplace Policy*. Copies of the Province's *Respectful Workplace Policy*, as amended from time to time, are available from IAC's representative as designated in Section 20(a).

## **CONFLICT OF INTEREST AND ETHICAL CONDUCT**

18.

- a. The Pre-Qualified Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Pre-Qualified Contractor or its employees, agents or subcontractors in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
  - i. the Pre-Qualified Contractor and its employees, agents or subcontractors will at no time while providing the Services, take any action to promote the Pre-Qualified Contractor 's business interests, including but not limited to promoting or soliciting business or distributing the Pre-Qualified Contractor's business information;
  - ii. where the Services involve providing advice, making recommendations to IAC or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
  - iii. except for payment as set out in this Contract, the Pre-Qualified Contractor and its employees, agents or subcontractors shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
  - iv. the Pre-Qualified Contractor and its employees, agents or subcontractors shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
  - v. the Pre-Qualified Contractor, upon request by IAC, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Pre-Qualified Contractor in its business practices or in relation to its Resource(s);
  - vi. the Pre-Qualified Contractor shall comply with, and ensure that, its employees, agents or subcontractors comply with, the *Lobbyists Act* of Alberta, as amended from time to time; and
  - vii. the Pre-Qualified Contractor or their employees, agents or subcontractors shall not perform any Services for, but not limited to, an immediate family member, a past or present intimate partner or spouse, a past or present business associate where the Pre-Qualified Contractor or their Resource, will be in a conflict of interest.
- b. In the event the Pre-Qualified Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Pre-Qualified Contractor shall immediately disclose such matter to IAC in writing. Upon such disclosure, the Pre-Qualified Contractor shall not commence or continue

performance of the Services without the prior written consent of IAC. If IAC is of the opinion the Pre-Qualified Contractor or its employees, subcontractors or agents are in a conflict of interest, IAC may terminate this Contract.

## **SURVIVAL OF TERMS**

19. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:
- a. Section 6           Records and Reporting;
  - b. Section 10         Intellectual Property;
  - c. Section 11         Non-Disclosure of Information;
  - d. Section 12         Freedom of Information and Protection of Privacy; and
  - e. Section 13         Indemnity and Liability.

## **GENERAL**

20. In the case of conflicts or discrepancies among this document including its Schedules, the PQR Offer and the Response, the documents shall take precedence and govern in the following order:
- a. The body of this document;
  - b. The Schedules to this document;
  - c. The PQR; and
  - d. The Response.
21. Time is of the essence of this Contract.
22. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exists between the parties.
23. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
24. The rights and remedies of IAC under this Contract are cumulative and any one or more may be exercised.
25. The Parties may amend this Contract only by mutual written agreement signed by the parties.
26. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
27. This Contract shall be for the benefit of and binds the successors and assigns of the parties.

28. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
29. In this Contract words in the singular include the plural and words in the plural include the singular.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Invest Alberta Corporation, by its duly authorized representatives, has executed this Agreement as of the Effective Date of this Agreement.

**INVEST ALBERTA CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, [Full Legal entity name of Pre-qualified Contractor], by its duly authorized representatives, has executed this Agreement as of the Effective Date of this Agreement.

**[NTD: Full legal entity name to be used]**

By: \_\_\_\_\_  
Name:  
Title:

## **Schedule A - Services**

### **1. Services**

The Pre-Qualified Contractor shall perform the Services as they are described in the PQR and the Response which are incorporated into and form part of this Schedule.

### **2. Order of Precedence**

In the case of conflicts, discrepancies, errors or omissions among the Contract, the PQR and the Response; the documents and amendments to them shall take precedence and govern in the following order:

- (a) the Contract;
- (b) the PQR; and
- (c) the Response.

**Schedule B - Pricing**

**1. PRICING**

1. The Services are payable on a fixed fee basis. The maximum amount payable for the Services is the amount set out on the SOW Submission form.

**2. REIMBURSABLE EXPENSES**

1. All expenses incurred by the Pre-Qualified Contractor in the performance of the Services are included in the amount(s) set out under Section 1 above in this SOW Schedule B - Pricing.

**3. ADDITIONAL SERVICES**

Additional Services, if any, may be requested by the IAC. If this occurs, the Contractor will provide each Additional Service at the following rates:

Service	Role	Hourly Rate (\$)
	< insert >	
	< insert >	
	< insert >	
	< insert >	

## APPENDIX B - SERVICES

In accordance with any service requirements specified below, IAC requires the Pre- Qualified Contractor to perform the following:

### 1. Services

The following is the list of potential services from which specific items will be selected from and included in each SOW. Each SOW may also include additional items not specifically listed below. Those tasks will be more specifically described and set out in each Executed SOW Schedule B – Services and will become part of the Services to be provided by the Contractor:

(a) [List all scope of Services here]

### 2. Standard of Care

The Pre-Qualified Contractor shall perform the Services with reasonable skill, care and diligence an in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services described in this PQR.

**APPENDIX C – PROPOSAL SUBMISSION FORM**

(Vendor Letterhead)

(Date , 2022)

Fola Adebisi  
Procurement Specialist  
Invest Alberta Corporation  
HSBC building  
701, 10250 -101 Street  
Edmonton, Alberta  
T5J 3P4.

RE: PQR #TBD

Enclosed is our Response submitted in response to this Pre-Qualified Request for [Name of Project].

---

(Vendor's Legal Name)

---

(Title)

---

(Mailing Address)

---

(Telephone)

---

(Facsimile)

---

(Email)

**ATTACHMENT #1 – MANDATORY REQUIREMENTS AND DESIRABLE CRITERIA**

**1. Mandatory Requirement**

Mandatory requirements will be assessed on a pass/fail basis. Failure to either provide the necessary information or failure to meet or exceed the mandatory requirement will result in a fail rating and result in the Response not being considered for further evaluation.

	<b><u>Mandatory Requirement</u></b>	<b><u>Met/Not Met</u></b>
1.	Agency must have been in business for a minimum of five (5) years, or for sole professionals, have at least ten (10) years of marketing/communications experience.	

**2. Desirable Criteria**

	<b><u>Category</u></b>	<b><u>Desirable Criteria</u></b>	<b><u>Weightings</u></b>
1.	Proponent Qualifications and Experience	<p>Demonstrate that the Proponent has the skill and experience to provide the services, including:</p> <p>a). Provide a company profile that describes the number of years in business, Proponent key personnel that has experience providing similar services described in this PQR.</p> <p>b). Demonstrate your experience in developing materials that support integrated campaign objectives.</p> <p>c). Provide profile for three (3) reference projects completed in the last five (5) years that are similar in nature to the services listed in this PQR, Schedule 1 – List of Potential Services, for a public or private sector owner.</p> <p>d). Provide a description of the roles and relevant experience of the proposed project team including their professional bios. Explain how their experience will benefit IAC.</p>	60%
2.	Service Capabilities	a). Demonstrate how your services	20%

		<p>are informed by data and research and how you will use ongoing analysis to continuously improve service offerings.</p> <p>b). Describe your approach to provide advice and materials that support integrated campaigns that use multiple platforms</p> <p>c). Explain how the services you will provide would be an asset to attracting investors in our targeted key sectors or support our organization partners.</p>
--	--	--

3.Pricing

Complete the proposed cost breakdown below or using your template propose :

Fixed Fees:

Year one (2022 to 2023)	Cost breakdown
Professional Fees:	

Additional Services:

Additional Services, if any, may be requested by the IAC. If this occurs, the Contractor will provide each Additional Service at the following rates:

Service	Role	Hourly Rate (\$)
	< insert >	
	< insert >	
	< insert >	
	< insert >	