

For Information Only

Edmonton Global
Suite 100,
10020 100 Street
Edmonton, Alberta
T5J 0N5

REQUEST FOR PROPOSAL (RFP) # 2019-1

“In-Market Positioning Phase II”

December 17, 2018

Closing Time:

Friday, January 11, 2019 at 14:00:00 Mountain Time.

SECTION 1 – INSTRUCTION TO PROPONENTS

1.1 INVITATION TO SUBMIT PROPOSAL

Your firm is hereby invited to submit a proposal (the “Proposal”) in response to the Request for Proposal (“RFP”) for Edmonton Global for the provision of “In-Market Positioning Phase II” as set out in this RFP documentation.

Request for Proposal:	RFP # 2019-1
Description:	Edmonton Global – In-Market Positioning Phase II
Date Issued:	December 17, 2018
Closing Date:	January 11, 2019
Closing Time:	14:00:00 hours MDT
Public Opening:	No

Indicate RFP Number and description on all correspondence.

This RFP does not commit Edmonton Global to award a contract or pay any costs incurred in the preparation of a Proposal, or meeting with Edmonton Global staff, or otherwise.

Proponents shall carefully read the RFP documentation and submit proposals subject to all conditions contained in the RFP documents. Proponents shall make all investigations necessary for estimating as to the conditions under which the work must be carried out and its nature and location. By submitting a Proposal, the proponent agrees to abide by and carry out all conditions set forth in the RFP documents.

1.2 INQUIRIES AND ADDENDA

Refer all written Proposal inquiries to Marissa Warshawski at: mwarshawski@edmontonglobal.ca. All written inquiries and the replies thereto will be provided in “question and answer” format and emailed to all firms as an addendum.

Should the proponent find, during examination of the RFP documents, any discrepancies, omissions, ambiguities, or conflicts on or between the RFP documents or be in doubt as to their meaning, the proponent shall bring the question to the attention of the person noted above, not less than three days before the Closing Date. Should the proponent fail to bring the discrepancy, omission, ambiguity or conflict to the attention of Edmonton Global within the aforesaid time, the proponent shall accept the decision of Edmonton Global as to the resolution of such discrepancy, omission, ambiguity or conflict and it will be deemed that the proponent has included the most costly alternative in its Proposal.

Edmonton Global reserves the right to amend or revise the RFP documents by addenda up to 48 hours prior to the Closing Time. Verbal instructions given in person are null and void and shall not be accepted by the proponent. All addenda will be emailed to firms included in the distribution list. It is the proponent’s responsibility to ascertain and verify, prior to the Closing Time that it has received any and all addenda issued in relation to this RFP.

1.3 PROPOSAL SUBMISSIONS

Proposals shall be emailed in pdf format to mwarshawski@edmontonglobal.ca. Attention: Marissa Warshawski, Director of Strategic Initiatives.

Faxed or Mailed Proposals will not be accepted nor considered. Any Proposals that are received via facsimile or in person will be returned by mail to the proponent.

Edmonton Global is not responsible for the timelines of documents delivered nor will Edmonton Global accept any Proposals delivered to a location other than the email inbox noted above.

Each proponent may submit more than one (1) option for proposal submission provided that all options are clearly identified and follow the requirements of this RFP.

1.4 PROPOSAL COPIES

The proponent shall provide "one (1)" pdf copy of its Proposal.

1.5 Proposal Format

Proposals should adhere to the following format:

1.5.1 Letter of Transmittal

A Letter of Transmittal or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the Proposal on behalf of the proponent.

1.5.2 Executive Summary

An Executive Summary, touching on pertinent points in the Proposal you wish to highlight, including an overview of the project schedule and costs.

1.5.3 Corporate Profile

A brief corporate profile, which covers the company's history, office location, and relevant corporate history.

Please note we are looking for firms that have the following qualifications:

- a. demonstrated experience working in fields related to investment attraction, Foreign Direct Investment (FDI), economic development and its disciplines, export market development, site selection and investment facilitation;
- b. a deep understanding of global economies and network of international business opportunities related to economic development and investment attraction;
- c. experience and qualifications in the development of brand and marketing strategy development related to economic development and BREI/A strategies;
- d. extensive experience working with communities and economic development related organizations on investment readiness and BREI/A programs;
- e. technical understanding of digital tools and tactics related to economic development and investment attraction, client and project management, etc.; and
- f. strong knowledge and understanding of the region from an economic, economic development, investment and marketing perspective.

1.5.4 Response to Requirements

Proponents are required to detail their organization's ability to satisfy, at minimum, all aspects of the requirements as outlined in Section 2. Proponents are also required to review, in detail, Section 3 - General Terms and Conditions.

1.5.5 Project Team

Proponents are to clearly identify each member on the project team and fully describe the involvement that they have on the team. Each team member will have included a resume complete with related experience in similar projects.

1.5.6 Related Experience and Expertise

The proponent will provide a comprehensive list of related experience and expertise in the preparation of "Edmonton Global – In-Market Positioning Phase II" starting with the most recent.

1.5.7 References

The proponent shall include applicable references with their proposal package. Each of the references shall include the complete corporate name, contact person complete with title, and phone number including area code.

1.5.8 Certification

All proponents responding to this Request for Proposal are required to sign the certification under Section 5. Failure to complete, sign and submit the certification may disqualify the Proposal.

1.5.9 Pricing

The pricing for this project is to be provided as outlined in Section 4.

1.6 EVALUATION

The first stage of the evaluation process will consist of a review of all Proposals to ensure that each Proposal was received on time and the certification is properly completed and signed, and the Proposal is sufficiently responsive to the RFP.

The second stage will consist of an evaluation of the written Proposal based on the criteria outlined below.

Second Stage (Written Proposal) – Evaluation Criteria

In evaluating the Proposals, Edmonton Global reserves the right to consider any matter that it considers appropriate, in its sole and unfettered discretion, including but not limited to:

- (a) Introduction to proposal and understanding of project relative to the Edmonton Global's requirements;
- (b) Skills and experience to carry out the project to Edmonton Global's satisfaction, including examples of similar projects.
- (c) Proposed methodologies, including approaches used to carry out the project.

- (d) Time frame for completion of project, from the first organizational meeting with Edmonton Global Administration to the adoption by the Board of Edmonton Global (express in hours and days, based on an 8 hour day).
 - (e) An assessment of the professional Consulting team to be assigned to the project with consideration given to the time each person will devote to the project expressed in hours based on an 8 hour day.
 - (f) Overall quality of proposal.
 - (g) Upset cost of services and final product.
 - (h) Satisfaction of other clients with Consultant's work.
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Edmonton Global reserves the right to conduct discussions with any proponent that to assure full understanding of its Proposal.

Upon completion of stage two, one or more proponents may be invited to participate in the third stage.

The third stage of the evaluation may consist of an interview. If Edmonton Global decides to have a third stage, proponents invited to participate must ensure that the individual identified as the project leader in their Proposal is in attendance during the interview portion of the evaluation in addition to any other key personnel that the proponent wishes to include.

Edmonton Global may alter or eliminate stages of the evaluation process as it deems appropriate.

Without limiting the foregoing, Edmonton Global may in its sole discretion choose not to proceed to the third stage of the evaluation and in such instance may select a proponent based on the second stage evaluation criteria without consideration for the third stage evaluation criteria. *In evaluating the Proposal at the third stage, Edmonton Global reserves the right to consider any matter that it considers appropriate, in its sole and unfettered discretion, with or without consideration to the Second Stage Criteria.*

If appropriate to do so, Edmonton Global may decide to identify the proponent that Edmonton Global deems to be most preferred (the "Most Preferred Proponent"). Edmonton Global may also decide to identify the proponent that is next most preferred and likewise. If Edmonton Global identifies a Most Preferred Proponent, Edmonton Global and the Most Preferred Proponent shall enter into negotiations with a view to agreeing upon the terms of an acceptable contract. If, in its sole discretion, Edmonton Global determines that it and the Most Preferred Proponent will be unable to agree upon the terms of a contract, Edmonton Global may terminate negotiations with the Most Preferred Proponent and enter into negotiations with the next most preferred proponent. Edmonton Global may terminate negotiations and enter into negotiations with the next most preferred proponent as many times as it deems necessary.

Edmonton Global reserves the right to identify a Most Preferred Proponent or to reject all Proposals and to waive irregularities, informalities and non-compliance with this RFP at its sole and unfettered discretion. Irrespective of its decision, in no circumstance will Edmonton Global be required to provide reasons for its decision.

By submitting a Proposal, each proponent agrees that any claim that the proponent may have against Edmonton Global (and Edmonton Global's employees, agents, Board and elected officials) for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, in relation to this RFP process (whether in contract, tort, or other legal theory) is

limited to an amount equal to the proponent's actual and reasonable costs in preparing its Proposal. For clarity, each proponent specifically waives as against Edmonton Global (and Edmonton Global's employees, agents, Board and elected officials) any claim for consequential or indirect damages, loss of profit, loss of opportunity, judicial review or injunctive relief.

1.7 PRIVACY AND CONFIDENTIALITY

All documents submitted to Edmonton Global are subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act ("FOIPP"). While FOIPP allows persons a right of access to records in Edmonton Global's custody or control it also prohibits Edmonton Global from disclosing your personal or business information where disclosure would be harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in sections 16 and 17 of FOIPP. Proponents are encouraged to identify what portions of their Proposal are confidential and what harm could reasonably be expected from its disclosure.

The purpose of collecting personal information required to be provided in this RFP is to enable Edmonton Global to ensure the accuracy and reliability of the proposal, and to evaluate the submission in response to the RFP. This information is required by Edmonton Global to carry out its operations.

It is recommended that proponents advise persons whose personal information is being provided to Edmonton Global under this RFP that FOIPP will govern the privacy of the personal information as well as its possible disclosure by Edmonton Global to third parties, upon request.

Questions about the collection of personal information pursuant to this RFP shall be submitted to Edmonton Global's Chief Executive Officer.

1.8 COLLUSION AND CONFLICTS OF INTEREST

Except as specified within its Proposal, each proponent declares that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in its Proposal or in the contract which may be awarded. There is no collusion or agreement, formal or informal, between proponent and any other actual or prospective proponent in connection with the Proposal submitted for this RFP. Each proponent represents and warrants that it has no knowledge of the contents of any other proposal; and the proponent has made no comparison of figures, agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal, except as declared within the Proposal.

Proponents shall disclose, in their Proposal, all perceived, potential and actual Conflicts of Interest. If a proponent prior to or following submission of its Proposal, discovers any perceived, potential or actual Conflicts of Interest, the proponent shall promptly disclose the perceived, potential or actual Conflict of Interest to Edmonton Global in a written statement.

At the request of Edmonton Global, the proponent shall provide Edmonton Global with the proponent's proposed means to mitigate and minimize to the greatest extent practicable any perceived, potential or actual Conflict of Interest. The proponent shall submit any additional information to Edmonton Global that Edmonton Global consider necessary to properly assess the perceived, potential or actual Conflict of Interest.

Edmonton Global may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest of proponents. A waiver may be upon such terms and conditions as

Edmonton Global, in its sole discretion, require to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to Edmonton Global, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

For the purposes of this RFP "Conflict of Interest" includes any situation or circumstance where, in relation to the work described in this RFP, the proponent's other commitments, relationships or financial interests:

- (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any personnel of Edmonton Global or its advisors; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of a proponent's obligations under the contract with Edmonton Global Agreement if that proponent was determined to be the Most Preferred Proponent under the RFP.

SECTION 2 – PROPOSAL DOCUMENTS

PROJECT NAME: Edmonton Global – In-Market Positioning Phase II

2.1 Project Purpose

Edmonton Global is soliciting proposals from qualified marketing firms to conduct a comprehensive branding and marketing development process that will culminate in the creation of the Edmonton Metropolitan Region's first truly 'regional' economic development investment marketing position with a clear metro brand, associated marketing tools and the strategies to support Edmonton Global's work in international markets.

2.2 Project Background

1. Edmonton Global was incorporated on June 9, 2017 under Part 9 of the Companies Act of Alberta as a not-for-profit corporation.
2. The organization is led by a world-class Board of Directors comprised of community and industry leaders from across the Edmonton Metropolitan Region, and is supported by a Shareholder group consisting of 15 regional Mayors.
3. In the Edmonton Global Memorandum of Association one of the key objectives is, "To pursue a regional brand, database, and economic development strategy."
4. The overriding objective of this brand development and marketing strategy, and its associated campaigns, will be to position the Edmonton Region competitively for investment attraction in a global marketplace, with a focus on the major sectors and targets in [Edmonton Global's Strategy](#). Those focus sectors are:
 - a. Agri-Business
 - b. Manufacturing & Advanced Manufacturing
 - c. Energy
 - d. Health

In addition to the focus sectors above, Artificial Intelligence and High-Tech are noted as horizontal sectors with advanced education, financial services and transportation highlighted as enabling sectors. Finally, construction and retail are identified as recipient sectors.

5. Edmonton Global's Strategic Plan is guided by five principles:
 - a. Shared investment, shared value;
 - b. Transparency and accountability;
 - c. Respect for local autonomy;
 - d. Inclusive; and
 - e. Speak with one voice¹.
6. The regional brand and its associated marketing strategies/campaigns will align intimately with other key research and benchmarking plans being developed by the Edmonton Global team. The successful proponent will have access to all of these reports (interim as well as final, where appropriate).
7. A complementary and parallel process will be to ensure the corporate identity is developed to support these outcomes domestically with business activity in the region.
8. Phase I was awarded in September 2018 and will be complete by the end of January 2019. This work was awarded to Incite, a local Edmonton Region firm. The scope of that engagement entailed:
 - a. Preparation of a regional environmental scan analyzing and synthesizing existing economic development branding and marketing tools from the 15 Shareholder municipalities, regional Economic Development Associations, Invest Alberta and other

¹ Recognizing the value of existing organizations work and opportunities to work together in presenting a unified message to the world.

provincial or Federal stakeholders that may be leveraged. This will include some form of scan that will gauge external awareness as well as best practices from Peer Regions.

- b. Development of a branding and marketing engagement process that focuses on stakeholder involvement in contributing to Edmonton Global's voice on the global stage in collaboration with the Branding and Marketing Development Steering Committee (made up from Management), Edmonton Global Board of Directors, municipal economic development officers, regional economic development associations, industry and business, and other key organizational stakeholders.

The successful proponent for Phase II will have access to all of Incite's materials and findings from Phase I to ensure these inform Phase II.

9. The mandate of Edmonton Global as a regional economic development entity is:
 - a. Generally, to advance economic development and cooperation in and among stakeholders located in the Edmonton metropolitan region (the "Region"), and is consistent with the Edmonton Metropolitan Region Growth Plan.
 - b. To promote the Edmonton metropolitan region globally to attract and retain business investment in the Region.
 - c. To pursue a regional brand, database, and economic development strategy.
 - d. To advocate at the local, provincial and federal levels for policy that removes barriers to economic development in the Region.
 - e. To pursue business and investment opportunities to support the Region.
10. The following municipalities are Shareholders of Edmonton Global and each hold 1 voting share:
 - Town of Beaumont
 - Town of Bon Accord
 - Town of Devon
 - City of Edmonton
 - City of Fort Saskatchewan
 - Town of Gibbons
 - City of Leduc
 - Leduc County
 - Town of Morinville
 - Parkland County
 - City of St. Albert
 - City of Spruce Grove
 - Town of Stony Plain
 - Strathcona County
 - Sturgeon County

2.3 Project Scope

1. The outcome of this work will be the development of an overarching competitive positioning and value proposition, that includes multiple value propositions, for investment in the Edmonton Region that will be used for marketing to global business. The competitive positioning will include in-market campaigns tailored to regional/sectoral markets.
2. Edmonton Global desires a firm that will:
 - a. Identify, articulate and package the region's competitive advantages in a variety of formats for multiple investment audiences;
 - b. Develop Edmonton Global branding and marketing materials, including associated collateral such as a website redesign, branding guidelines and related products (letterhead, PPT templates etc.);

- c. Conduct in-market testing of branding and marketing materials;
- d. Work with the Edmonton Global Steering Committee on the approvals process of the materials developed; and
- e. Coordinate the launch and rollout of the Edmonton Global branding and marketing materials.

2.4 Project Objectives and Deliverables

The successful firm will be responsible for putting Edmonton Global on a path that will achieve a series of complex but interrelated objectives around investment attraction and trade for the region. The objectives, and deliverables of this RFP, are designed to contribute to the development of a robust deal flow program for the region, that will be led by Edmonton Global but executed with the extended regional economic development team. All of the objectives in this RFP attempt to create that robust deal-flow, to address barriers to deal-closure, while leveraging opportunities to increase deal success rates. They are organized into four major focus areas, and the effectiveness of each focus area relies on the thoughtful design of the overall Investment Attraction Program, so that it will ultimately lay out the design of Edmonton Global's work programs for the next three years.

These major objectives will be delivered as follows:

1. Corporate: Edmonton Global Corporate / Organizational Identity and Digital Tool Box;
 - a. Development and design of a corporate visual identity and associated materials including organizational websites, logos, printed and digital tools, that will integrate into the organization's regional investment attraction and trade strategy as identified in Deliverables C and D;
 - b. Recommendations on a set or series of digital tools Edmonton Global and its partners will incorporate into organizational and regional activities, that includes all suitable digital tools from CRM to Site Selection, that interacts seamlessly with communication, project planning/management, data and research, analytics and other tool recommendations that would be important components of a digital tool strategy for the organization's work;
2. Inter-Regional Scope: A Regional Investment Readiness Strategy;
 - a. Conduct an in-depth investment readiness assessment with each of the 15 shareholder communities as well as key stakeholder partners (EEDC, AIHA, LNEDA, EIA) using a comprehensive assessment guide that evaluates every aspect of readiness from point-of-contact through to regulatory processes associated with investment and business development – with the intention of positioning the region in such a way that investment-readiness becomes part of Metro Edmonton's competitive advantage; steps could include:
 - i. Development of an assessment format or checklist;
 - ii. Conduct the assessment with each shareholder;
 - iii. Develop a plan, as part of the overall Investment Attraction Program, that would identify steps to achieve the competitive readiness benchmark for the region – that begins with elevating the regional approach to investment facilitation in an equalized environment;
 - iv. Training and coaching;
 - v. Digital training and support;
 - b. In parallel to the Investment Readiness Strategy, work with Edmonton Global and its regional team to finalize its regional relationship and stakeholder engagement protocols. The work on developing the protocols is well advanced, the consultants will work with Edmonton Global to ensure they are consistent with regional efforts to advance the over-riding objectives of the Investment Attraction Strategy with a

focus on improving deal-flow and successful deal-closure rates. Protocols will include, but not be limited to, the following:

- i. Communication and Information Sharing;
- ii. Lead Qualification and lead sharing;
- iii. Marketing and Outreach;
- iv. Major Projects, Missions and Events;
- v. Data Research and Collection;
- vi. Trade and Export Market Development;
- vii. Advocacy;
- viii. Training and Mentorship;

3. International Scope: An Investment Attraction Program

- a. Produce a three year Edmonton Global Investment Attraction Program based on the organization's 2018 Strategic Plan and other relevant materials that provide intelligence to the process such as the Sector Research Report (Nichols Report), the In-Market Phase 1 Report (Incite Report), and the Benchmarking Report (Conference Board of Canada Report). The Program will be designed to create that rigorous 'deal-flow' environment that combined with the investment readiness work will improve deal-closure rates for the region, and will target international regions by sector and opportunity. This includes the identification of the major subsector opportunities for investment attraction and trade, as well as major levers, qualifying targets, and recommended tactical activities associated with achieving Edmonton Global's goals around investment attraction – including trade and export market development. The major components of this area of focus will include:
 - i. A reverse site selection process that maps out the decision-making process for investment, and prepares the region to respond competitively – including the establishment of the tools necessary to achieve that level of preparedness;
 - ii. International target identification by sector and by region that also identifies where leadership is occurring by region and by sector and who those leaders are with the highest potential for both short and long-term investment – with enough detail that enables Edmonton Global to leapfrog into the investment marketplace;
 - iii. Regional asset mapping that inventories/databases economic assets by sector and subsector (not restricted to the Strategic Plan priorities) and business opportunities so they become part of the region's value proposition for investment, as well as the identification of strengths and opportunities that will become part of Metro Edmonton's differentiated positioning – that also includes mapping of key supply chain and value chain opportunities in each of the sectors and across sectors;
 - iv. As an additional focus on export market development leading to investment, the proponent will conduct an evaluation of the manufacturing and advanced manufacturing sectors from the perspective of export-market readiness, then make recommendations on tactics that can help the region close the gap between current state and investment/export market readiness – through a lens of creating deal flow and impacting deal closure rates;
 - v. The design of sales process and sales methodology systems for the EG team and for the region;

- vi. The development of rigorous Performance Measures and Outcome Metrics that accounts for outputs but measures outcomes and impacts;
4. Marketing Campaigns and Content Development
- a. Design an associated marketing campaign, or series of campaigns, based on global best practices in investment marketing that aligns with this Investment Attraction Program targeting audiences by sector and by international region, leveraging earned, owned and paid opportunities – including the major elements of the content development associated with each sector/subsector by region. The components of the marketing campaign/s would include, but not be limited to, the following:
 - i. Branding and creative;
 - ii. Materials and content development (multi-media);
 - iii. Multi-language and culture focused content;
 - iv. Value proposition by region and sector/subsector;
 - v. Rankings and optimization tools development and training;
 - vi. Printed and collateral materials development;
 - vii. Web sites and digital tools;
 - viii. Investor guides and industry brochures;
 - ix. Other materials important to an effective marketing campaign that will lever the effectiveness of the programs and Edmonton Global's efforts in attracting investment.

2.5 Project Budget

The maximum upset price for this project, including all taxes and fees is \$850,000 CAD.

2.6 Project Timelines

The approximate proposal, award and implementation timelines are as follows, though there is recognition that some sections will be prioritized for the March 31 deadline:

- a. RFP submission deadline – January 11, 2019
- b. Evaluation and Award – completed by January 18, 2019
- c. Substantial Completion of Project – March 31, 2019

In addition, the successful proponent will be required to attend our Board's Strategic Retreat on February 7th and/or 8th 2019 to involve them in the process and provide an overview of the work from a global site selection perspective.

2.7 Reporting Guidelines

The successful proponent will report to the EVP Investment and Trade from a project management perspective and may also report to the Edmonton Global Steering Committee and the Board of Edmonton Global as required. As mentioned in section 2.6 above, the proponents will also be expected to participate in a Board Strategy Session in early February.

SECTION 3 - GENERAL TERMS AND CONDITIONS OF CONTRACT

3.1 SCOPE

Edmonton Global proposes that the following terms and conditions shall form a part of any contract entered into with the proponent.

3.2 DEFINITION OF TERMS

Whenever used in the agreement, the following words shall be deemed to have meanings as indicated below:

“Control” means that Edmonton Global has the authority to manage the Record, including its creation, use, disclosure and disposal.

“Contractor” means the party providing goods, services, or goods and services to the Owner.

“Custody” means that a party has physical possession of the Record.

“FOIPP Act” means the Alberta Freedom of Information and Protection of Privacy Act.

“Owner” means Edmonton Global.

“Proposal” means the offer of the Contractor to furnish materials, supplies or services in response to an RFP;

“Record” means information in any form, including proposals, reports, documents, drawings (computer generated or otherwise), specifications, photographs, letters, meeting minutes, vouchers and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such Records.

“RFP” means the Request for Proposal of Edmonton Global including all forms to be included as part of the Proposal;

“Sites” means all lands, buildings and premises where goods are to be delivered or services performed.

“Transitory Record” is one that:

- has only temporary usefulness,
- is not subject to legislated retention,
- is not required for operational purposes once its immediate purpose has been served.

Examples of Transitory Records are:

- Temporary information that can be destroyed once acted upon, (i.e. phone messages, routing slips, diaries, opened envelopes, and informal notes of little consequence)
- Draft documents and working materials are those Records used to prepare the master Record that is on file, (i.e. rough notes, preliminary drafts, dictating tapes, etc.)

3.3 TIME

Time is of the Essence.

3.4 ASSIGNMENT

This contract shall be binding upon the parties' respective successors obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no work to be performed by the Contractor hereunder shall be subcontracted to or performed on behalf of the Contractor by any third party, except upon prior written permission by the Owner. As the Contractor, you will not assign this contract, in whole or in part, nor sublet this contract as a whole, without the Owner's prior written consent. The Owner shall have the sole right to assign the contract.

3.5 SUBCONTRACTS

No contractual relationship will be created between any subcontractor and the Owner. The Contractor agrees to bind every subcontractor by the terms of the contract, as far as applicable to the work of the subcontractor.

3.6 COMPLIANCE WITH LAWS

The Contractor shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations and guidelines that apply.

3.7 FINANCIAL

The Owner reserves the right to investigate the Contractor's financial position.

3.8 CONTRACTOR PERFORMANCE / DEFAULT

Upon becoming aware of potential or pending supply difficulties, the Contractor shall notify the Owner immediately of such difficulties before lack of supply of contracted products endangers the Owner's ability to supply products to user areas.

Upon such notification, the Owner shall be entitled to acquire the items from alternative sources, and the Contractor shall be responsible and shall indemnify the Owner for any associated costs or expenses.

If the Contractor:

- 3.8.1 is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency; or
- 3.8.2 fails to make sufficient payments due to his creditors for labour, supplies or material used or reasonably required to carry out its obligations under this contract; or
- 3.8.3 disregards laws or ordinances, or the Owner's instructions; or
- 3.8.4 abandons its obligations under this contract; or
- 3.8.5 otherwise violates the terms and conditions of this contract,

the Owner shall, by written notice, instruct the Contractor to correct the default within five (5) business days. If the default is not corrected within five (5) business days, then the Owner may, without prejudice to any other right or remedy he may have, terminate the contract.

3.9 GOODS AND SERVICES TAX

The Owner is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item.

3.10 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner, its officers, directors, elected officials, employees, consultants and agents from any and all liabilities, claims, suits or actions, costs, damages and expenses (including costs on a solicitor and his own client basis) which may be brought or made or which they may pay or incur as a result of or in connection with the performance, purported performance or non-performance of the requirements of the Contract by the Contractor, its Subcontractors and Suppliers or anyone for whose acts the Contractor is responsible, or anyone of their respective employees or agents, provided such claims are caused by the negligent acts or omissions or breaches of contract or fault of the Contractor or of its subcontractors or suppliers, or anyone for whose acts the Contractor may be liable.

The Contractor shall indemnify and hold the Owner harmless with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the Owner with respect to this contract.

3.11 COMMITMENTS

Nothing in this contract shall be construed as authority for the Contractor to make commitments, which shall bind the Owner to otherwise act on behalf of the Owner, except as the Owner may expressly authorize in writing.

3.12 PERSONAL INJURY / PROPERTY DAMAGE

The Owner shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, its employees or agents, in the performance of this contract.

3.13 INSURANCE

The Contractor, shall, at the Contractor's own expense and cost, provide the Owner with the following applicable Certificate of Insurance, with an insurer licensed in Alberta, prior to the commencement of the contract:

- 3.13.1 Comprehensive general liability for an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 3.13.2 Standard automobile insurance for all vehicles owned, licensed, or leased by the Contractor for an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 3.13.3 Non-Owned vehicle insurance, for all applicable vehicles, coverage in an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 3.13.4 If a professional consulting contract, Professional liability insurance for an amount of not less than one million dollars (\$1,000,000.00) inclusive per occurrence.

- 3.13.5 If a construction contract, Builders' All-Risk insurance for an amount equal to the value of the Work.

Unless stated otherwise, deductibles shall not exceed \$25,000.

3.14 WORKER'S COMPENSATION BOARD STATEMENT

The Contractor shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta (the "Act"), amendments thereto, or any successor legislation; and shall upon notice by the Owner, provide evidence satisfactory to the Owner of said compliance with the Act within two (2) business days of request by the Owner.

3.15 LAW OF THE CONTRACT

The laws of the Province of Alberta shall govern the interpretation of the Contract and the parties hereto irrevocably attorney and submit to the exclusive jurisdiction of the Courts of the Judicial District of Edmonton in the Province of Alberta for any court proceedings that arise in relation to the Contract.

3.16 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor in the performance of this contract. No employer/employee relationship will be created between the Owner and the Contractor, or between the Owner and the Contractor's employees, subcontractors or agents. No rights, privileges, benefits or compensation, other than those, which are expressly set out in the contract, will apply to the Contractor.

3.17 TERMINATION

The Owner, in its sole discretion, shall have the right, at any time, without cause, at its convenience upon thirty (30) days written notice, to terminate this contract. In the event of such termination, the Contractor shall be entitled to receive payment only to the date of termination in accordance with this contract. Such payment shall be in full and final satisfaction of any claims the Contractor may have under this contract.

3.18 ASSIGNMENT

Neither party may assign this contract or any of its rights or obligations hereunder without the prior written consent of the other party, and such attempted assignment shall be void,

3.19 ENTIRE AGREEMENT

This contract is the entire agreement between the parties and supersedes any and all previous agreements, statements, or representations of the parties and this contract may only be amended by written and signed agreement of the parties.

SECTION 4 - PRICING

Identify proposed upset cost and payment schedule for carrying out the project. Submission should provide a full breakdown of costs and fees aligned with project deliverables.

BID PRICE MUST BE IN CANADIAN DOLLARS.

Total Pricing: \$ _____

Addenda	Indicate Addendum Number	Acknowledgement
Addenda will be emailed to all prospective firms.	Addendum No. _____	Initial _____
	Addendum No. _____	Initial _____
	Addendum No. _____	Initial _____

SECTION 5 - CERTIFICATION

Failure to complete, sign and submit this certification, with the Proposal package, may disqualify this Proposal as set out in the RFP documents.

We
(Legal Company Name)

Of
(Business address)

(Telephone number)

(Facsimile number)

Having examined and read the Proposal documents for RFP # _____ as issued by Edmonton Global, do hereby bid and agree to provide the services in accordance with the RFP documents, and do hereby agree to accept the terms and conditions set out in this Request for Proposal.

Executed this day of _____, 20_____

Signature of authorized representative

(Print or Type) name and status of authorized representative