

Canadian Energy Centre

**REQUEST FOR PROPOSALS
FOR**

Creative and Production Agency

REQUEST FOR PROPOSALS NO: CEC-2021-007

ISSUED: August 23, 2021

CLOSING DATE AND TIME: September 22nd, 2021, 4:00:59 PM Mountain Time

Introduction

The **Canadian Energy Center (CEC)** is seeking a **Creative and Production Agency** to support the CEC's ongoing consumer marketing requirements in Canada and key international markets for **a term of one (1) year**. The scope includes, but is not limited to, strategic planning, marketing campaign creative and development, advertising, and production support. A firm or combination of firms will be considered.

This Request for Proposals AB-2021-05194 (the "**RFP**") is an invitation by the Canadian Energy Centre ("**CEC**") to Vendors to submit proposals ("**Proposals**") for the provision of a "**Creative and Production Agency**" as more particularly described in Schedule A hereto (the "**Deliverables**").

This RFP has been posted on Alberta Purchasing Connection ("**APC**"), the Government of Alberta's electronic tendering system. A notice of this RFP has also been posted on MERX that directs parties to the post on APC. Obtaining the RFP directly from APC facilitates receipt of any RFP updates or amendments issued by CEC. The CEC will reject Proposals that do not comply with the RFP requirements, including RFP requirements that have been updated or amended by the CEC through APC. For the purposes of this RFP, a "**Proponent**" means a Vendor that submits a Proposal in response to this RFP.

Upon submission of a Proposal, Proponents agree that they must comply with the provisions of this RFP (including, without limitation) any of the RFP terms and conditions attached hereto as Schedule B) and any applicable law related thereto.

Background

Who we are: The Canadian Energy Centre's mandate is to promote Canada as the supplier of choice for the world's growing demand for responsibly produced energy. The CEC was established in October 2019 as an organization that would defend natural resources owned by Albertans, and of benefit to all of Canada. Energy production is an essential plank of the country's economic wellbeing. Between 2000 and 2018, Canada's Energy industry has contributed \$672 billion to municipal, provincial and federal government coffers of which the oil and gas industry contributed \$483 billion. The wealth it generates has built hospitals, schools, roads, pools, and communities across the province.

What we do: The Canadian Energy Centre focuses on creating a fact-based narrative about Canada's most important resource sector. The CEC does that in three key areas: marketing, energy literacy and rapid response. We use data, stories and narrative to demonstrate how the industry can and will drive economic recovery from the pandemic, and help reduce GHG emissions globally.

Our connection to the AB Government: The CEC is an independent provincial corporation that is primarily supported by the Government of Alberta's industry-funded Technology, Innovation and Emissions Reduction (TIER) fund.

Evaluation Process

The evaluation of Proposals will be conducted by the CEC in the stages as described below. A Proposal must meet the requirements of each stage to proceed to the next stage.

The tables in the 'Rated Criteria' section shows the weighting and allocation of the points for each of the identified criteria.

Stage 1: Technical Evaluation & Shortlist of Proponents

This stage will consist of scoring of Proposals by the CEC evaluation team based on the Technical Rated Criteria of the written Proposals. A short-list of Proponent(s) will be identified and announced at this stage. A minimum score of 70/100 on the technical criteria is required to move onto Stage 2.

Stage 2: Short-List Presentation Evaluation

This stage will include an invitation by CEC to the short-listed Proponents to participate in a presentation, if determined to be necessary by the CEC. The presentation will be scored by the CEC evaluation team based on the Short-List Presentation Rated Criteria. A brief will be provided to Proponents before the presentation and Proponents will be required to develop key messaging and a campaign execution plan with a budget.

Stage 3: Determine Selected Proponent(s)

To evaluate the Short-Listed Proposals, the scores from both of the above-noted stages will be weighted and combined to arrive at a final score for each Proposal. Based on the final combined scores, the Proponent(s) with the highest-ranking Proposal(s) will be selected by the CEC evaluation team as the Selected Proponent(s) and such selection will be recommended for approval to CEC senior management and executive team as per CEC Policies and Procedures.

Stage 4: Negotiation and Contract Signing

Notice of selection by the CEC to the Selected Proponent(s) shall be in writing. The Selected Proponent(s) shall enter into discussions with CEC with a view to negotiating and executing an Agreement defined as as Schedule D: Canadian Energy Centre Draft Agreement and shall satisfy any other applicable condition of this RFP, as requested by the CEC. Further details regarding the timelines and protocols for negotiation will be provided to the Selected Proponent(s) however the CEC expressly reserves the right to negotiate all aspects of the Agreement with the Selected Proponent(s) and shall not be required to accept any particular item or matter that arises during such negotiation for purposes of finalizing an Agreement with a Selected Proponent(s).

Mandatory Requirements

1. Proponent Declaration Form

Each proposal must include a Proponent Declaration Form (Appendix 2) completed and signed by an authorized representative of the Proponent.

2. On-Time

Each proposal must be submitted by the time indicated within the timeline of this RFP.

3. Complete Proposal

Each proposal must be complete and include all sections highlighted within Appendices 1-3 of the RFP.

Rated Criteria

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. A minimum score of **70** is required in the Technical Criteria for a Proponent to be considered for short-listing which may include short-list presentations. If short-list presentations are utilized, the presentation will be worth 35%, and the technical criteria 65% of the overall submission by short-listed Proponents.

Rated Criteria Category – Technical Criteria	Weighting (Points)	Minimum Threshold
Understanding the Scope <ul style="list-style-type: none"> Understanding of CEC Values, Objectives, and Desired Outcomes Understanding of the issues and challenges in the energy sector 	15	N/A
Strategic and Creative Approach to Deliver the Scope <ul style="list-style-type: none"> Demonstrated ability to change perceptions about messages and values Creative Methodology Target Demographic Identification Traditional Media Approach Digital and Social Approach 	30	N/A
Personnel Experience <ul style="list-style-type: none"> Skills & Capability of Individuals Connection to Reference Projects Key Team Members' Portfolios and Resumes 	20	N/A
Organization <ul style="list-style-type: none"> Organizational Charts (If multiple firms or consortium model) Agency accounts (Portfolio of best work) Specific reference case studies demonstrating achieved results (i.e.: changed perceptions, grew advocacy) Reference checks 	20	N/A
Price <ul style="list-style-type: none"> Rate Sheet with Blended Rate Markup on Third Party Marketing and Production Markup on Media Buys 	15	N/A
Total Points	100	70
Total Weighting in Overall Submission	65	N/A

Rated Criteria Category – Short-List Presentation For Short-listed Proponents	Weighting (Points)	Minimum Threshold
Team <ul style="list-style-type: none"> • Skill and Capability Delivery <ul style="list-style-type: none"> • Understanding of CEC Scope and Values 	15	N/A
Campaign Plan <ul style="list-style-type: none"> • Key Messaging • Presentation Creativity • Presentation Delivery 	20	N/A
Execution Plan <ul style="list-style-type: none"> • Timeline to Market • Regional and Demographic Targeting • Traditional Media Execution Plan Effectiveness • Digital Media Execution Plan Effectiveness 	35	N/A
Plan for Measurement and Insights	10	N/A
Budget	20	N/A
Total Points	100	N/A
Total Weighting in Overall Submission	35	N/A

The CEC will be evaluating Proposals with the intent of making a selection based on the best overall outcomes and value to the CEC. The CEC may decide in its discretion to award this contract to one (1) or multiple Proponents depending on the suitability of expertise to the scope outlined in Schedule A. The evaluation process is intended to identify one (1) or multiple Proponents (the “Selected Proponent(s)”) that will be recommended to enter into negotiations with the CEC for an agreement as outlined in this RFP. The CEC will not be granting any exclusivity to the Selected Proponent. A Selected Proponent will have an opportunity to negotiate and conclude an arrangement with CEC which will be reflected in an agreement to be executed with the CEC for the provision of the Deliverables (the “Agreement”).

The CEC makes no commitment of any kind, in law or in equity, to a Selected Proponent until an Agreement has been executed between the CEC and the Selected Proponent(s) respecting the provision of the Deliverables. In the event that CEC and the Selected Proponent(s) are unable to conclude an arrangement within a reasonable period of time, the CEC shall have the rights described in Schedule B of this RFP.

Pricing

Instructions on How to Provide Pricing

- Proponents should provide the pricing information requested in 'Appendix 1. Proposal Response Requirements' and include it in their proposals.
- Proponents should provide a list of all assumptions made by the Proponent related to the delivery of the Scope by the Proponent to the CEC, the table can be found in 'Appendix 1. Proposal Response Requirements'.
- Required Pricing Information must be provided in Canadian funds, inclusive of all applicable duties and taxes, except for GST.
- Required Pricing Information quoted by the Proponent must be all-inclusive and must include all labour costs, all insurance costs, all COVID-19 related costs (including without limitation all cross-border isolation/quarantine costs, schedule delay costs and personal protective equipment costs), office space and all other overhead, including any fees or other charges required by law.
- The effects (if any) of any addenda issued must be included in all Required Pricing Information.

Evaluation of Proposed Pricing Structure

Pricing will be scored based on a relative pricing formula using the rates set out in the Proposed Pricing Structure. The CEC will take the Proposed Pricing Structure provided by the Proponents and create a blended rate based on a predetermined allocation of hours by position. Each Proponent will receive a percentage of the total possible points allocated to price for the blended rate, which will be calculated in accordance with the following formula:

$$(lowest Pricing \div Proponent's blended rate) \times weighting = Proponent's Pricing points$$

Media and subcontractor markups will be evaluated in accordance with the following formula:

$$(lowest Markup \div Proponent's Markup) \times weighting = Proponent's Markup points$$

Timeline

The following timetable shall apply to this RFP:

RFP Events	Target Date
Issue Date of the RFP	August 23, 2021
Vendors' Deadline for Questions	September 8, 2021
Deadline for CEC to Issue Addenda	September 15, 2021
Proposal Submission Deadline	4:00:59 PM Mountain Time on September 22, 2021
Shortlist Notification if required	October 6 - 12, 2021
Final Award Notification(s) (approximate)	October 26, 2021

The above timelines are subject to change by the CEC upon notice to the Vendors or the Proponents, as the case may be.

Vendor Response

Vendors wishing to reply to this RFP and become Proponents must complete and submit Appendices 1 to 3 in accordance with the terms of this RFP.

Upon completion, submission and receipt of such Appendices by the CEC (in accordance with this RFP), such Appendices (along with any accompanying documentation or other information) shall form the Proposal.

Each Vendor wishing to submit a Proposal must respond with an electronic copy of the Proposal to:

Procurement@CanadianEnergyCentre.ca

Attention: Joanne Birce

Canadian Energy Centre

The full response submission must be labelled with the Proponent's name, RFP number and description. It also must consist of the following requested documents which are to be submitted as separate files.

Name	Type	# Files	Requirement
Appendix 1: Proposal Response Requirements: Proponents are required to develop Technical Proposals in a clean, professional and concise format. Size Limit of 20MB and 40 pages single spaced.	File Type: PDF (.pdf)	One (1)	Required
Appendix 2: Proponent Declaration Form	File Type: PDF (.pdf)	One (1)	Required
Appendix 3: Conflicts of Interest and Full Disclosure Declaration Form	File Type: PDF (.pdf)	One (1)	Required

Proposals must be submitted in full and submitted in the manner described above on or before the Proposal Submission Deadline. Responses submitted after the Proposal Submission Deadline will be disqualified.

All appendices and attachments shall be included. All or parts of a Proposal, including any supporting documentation, must be submitted on or prior to the Proposal Submission Deadline noted in the table above. The CEC strongly recommends that Vendors give themselves sufficient time to complete the submission process and to finalize the Proposal submission.

Communications and CEC Contact

Vendors and Proponents, as the case may be, should direct all inquiries with respect to this RFP to the following (the “CEC Contact”):

Procurement@CanadianEnergyCentre.ca

Attention: Joanne Birce

All communications initiated with the CEC in respect of this RFP process must be in writing and directed to the attention of the CEC Contact.

No Prohibited Conduct

By submitting a proposal to this RFP, the Proponent declares that it has not engaged in any conduct prohibited by this RFP.

Appendix 1. Proposal Response Requirements

Each Proponent should provide the following in its proposal:

1. Understanding the Scope	
Scope Understanding	<p>(a) State the Proponent’s understanding of the purpose and objective of the Scope, the benefits the Proponent brings to the Scope, any potential issues, or constraints and how they would be dealt with.</p> <p>(b) Describe your understanding of the issues and challenges facing the energy sector.</p>
2. Strategic and Creative Approach	
Demonstrated Ability Sell Message & Values	<p>(a) Explain your approach as it relates to “developing and executing cause marketing” versus “product marketing” (which is more about building awareness, education and information versus selling a product).</p> <p>(b) Include a strategic and creative approach to deliver the Scope described in the RFP, to ensure results can be met in a financially sustainable manner. This includes a documented approach concerning:</p> <ul style="list-style-type: none"> • The Proponent’s creative methodology regarding the strategic and creative approach to deliver the scope in the RFP. • The Proponent’s identification of potential target demographics. • The Proponent’s traditional media approach. • The Proponent’s digital and social approach.
3. Personnel Experience	
Individual Experience	<p>(a) Include a complete list of personnel to be assigned to the project, their relevant recent experience, qualifications, certifications, and level of involvement. Also:</p> <ul style="list-style-type: none"> • Describe each individual’s involvement in the Reference Case Studies (which are requested in 4. Organization section below). • Provide each key team members portfolio of work and resume. <p>(b) Include a complete list of any/all sub-consultants including their role, experience, and personnel to be utilized. The successful Proponent shall have full responsibility for all work performed by all sub-contractors, including, without limitation, the quality, accuracy, correctness, and compliance of same with all applicable law.</p>

4. Organization	
Organizational Overview	<p>(a) Provide an overview of the organization, headquarter’s location, operating locations, ownership structure, service offerings, and any other relevant details.</p> <p>(b) Describe your Project Structure:</p> <ul style="list-style-type: none"> • Include an organizational structure for this engagement, including roles/positions of team members. • If more than one firm is proposing together, demonstrate how all firms will work together to deliver the Scope. <p>(c) Outline the Proponent’s level of familiarity and effectiveness in operating in the following jurisdictions:</p> <ul style="list-style-type: none"> • Canada Regional (specifically Quebec). • National (including Quebec). • International (USA, EU, United Kingdom). <p>(c) Explain any subcontractors or outsourced services that are relevant including specific work, duration of contracts, and names.</p>
Reference Case Studies for Campaigns for Messages and Values	<p>(a) Provide case studies of at least two (2) advocacy campaigns* developed to deliver messages and values or highlighting issues and changing the perception (i.e. not a tangible product) of an audience that were successfully completed by the Proponent. Each case study should include the following:</p> <ul style="list-style-type: none"> • Challenge <ul style="list-style-type: none"> o What problem were you addressing? • Methodology <ul style="list-style-type: none"> o What was the main message? o How long were or are the campaigns? o What media channels were utilized? o Did the Proponent deliver to expectations or did the Proponent exceed expectations? o What were the measurements used for each campaign? • Results <ul style="list-style-type: none"> o Include metrics that demonstrated the campaign’s success in delivering the messages and values. o Include associated costs and schedule. o Include name, title, phone, and email address of a key contact that can be used as a reference check.
Case Studies for Firm’s Best Campaigns	<p>(b) Provide details of at least two (2) campaigns* that the Proponent considers to be their best campaigns in any area that demonstrate the organization’s capabilities. Each case study should include the following:</p> <ul style="list-style-type: none"> • Challenge <ul style="list-style-type: none"> o What problem were you addressing? • Methodology <ul style="list-style-type: none"> o What was the main message? o How long were or are the campaigns?

	<ul style="list-style-type: none"> o What media channels were utilized? o Did the Proponent deliver to expectations or did the Proponent exceed expectations? o What were the measurements used for each campaign? • Results <ul style="list-style-type: none"> o Include metrics that demonstrated the campaign's success. o Include associated costs and schedule. o Include name, title, phone, and email address of a key contact that can be used as a reference check.
Note	*Of the four (4) case studies that are included, one or more should have a digital focused campaign.
5. Price	
General	See 'Proposed Pricing Structure'.

Proposed Pricing Structure

Rate Sheet to be filled out by Proponents.

Position	Rate
Strategist	\$/hr
Creative Director	\$/hr
Account Director	\$/hr
Digital	\$/hr
Social Media	\$/hr
Production	\$/hr
Media Buyer	\$/hr

Markup	Rate
Media Markup	%
Subcontractor Markup	%

Assumptions Table

To be filled in by Proponents.

Assumption Number	Assumption Description

Appendix 2. Proponent Declaration Form

I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and the following addenda:

If Proponents are applying as a combination of firms, only the authorized representative of the lead firm in the submission needs to sign below.

(addenda if any)

I/We confirm that this proposal is accurate and true to the best of my/our knowledge.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

Appendix 3: Conflicts of Interest and Full Disclosure Declaration Form

Conflicts of Interest

The purpose of this conflict of interest declaration is to advise the CEC of any Conflict of Interest (as defined below) it may have in respect of the provision of goods/services to the CEC. Upon the disclosure of a Conflict of Interest, the CEC will make a decision as to whether it should disqualify a Proponent. Accordingly, full disclosure as to any Conflict of Interest by each Proponent is required. The accurate disclosure of a Conflict of Interest will result in an analysis by the CEC, where the failure to disclose a Conflict of Interest and Full Disclosure Form” may result in immediate disqualification. For the purposes of this Appendix 3, “Conflict of Interest” shall be defined as any situation or circumstance where, in relation to this RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including (i) possessing or having access to information in the preparation of its Proposal that is confidential to the CEC and is not available to other Proponents; (ii) communicating with any official or representative of the CEC or members of the Evaluation Team with a view to influencing them and obtaining preferred treatment in this RFP process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process.

I/We on behalf of the Proponent, have carefully reviewed my own situation and/or that of the organization which I/We represent and declare as follows: (check appropriate box)

- The Proponent is involved in no situations or actions that might be regarded as an actual or potential Conflict of Interest.
- The Proponent is involved in some situations or actions that might be regarded as a potential Conflict of Interest. Details of each of these situations and/or actions are as follows:

Describe the Conflict of Interest	Individual or Firm to Which the Conflict Relates

Full Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the CEC to the advisers retained by the CEC to advise or assist with this RFP, including with respect to the evaluation of this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

Schedule A: Project/Services Description, Scope and Duration

The **Canadian Energy Center (CEC)** is seeking a **Creative and Production Agency** to support the CEC's ongoing consumer marketing requirements in Canada and key international markets for **a term of one (1) year**. The scope includes, but is not limited to, strategic planning, marketing campaign creative and development, advertising, and production support. A firm or combination of firms will be considered.

The creative and production agency will provide the following:

Strategic Planning

All marketing efforts must be aligned to the CEC's goals, leverage research insights, and be measurable.

- a. Develop and create a minimum of four (4) consumer-direct strategic marketing campaigns that are emotional and compelling in order to measurably change perceptions about Canada's energy sector.
- b. Target markets: National and International.
 - Canada: British Columbia, Ontario, Maritimes, Quebec (French and English in Quebec), and a small percentage of investment in Alberta, Manitoba and Saskatchewan. CEC expects the proponent to have a local presence in Quebec, which may be achieved through subcontracting.
 - United States: US focus is on border states specific to market access (Michigan, Minnesota, North Dakota, and Montana), refining States (Illinois, Texas, Louisiana), and the Eastern Seaboard where policy influence is significant.
 - European Union and United Kingdom: Ability to expand in this market when appropriate and provide CEC with guidance.
- c. Target audience: Develop each campaign aligned to CEC's customer segmentation (include market nuances).
- d. All campaigns must be fully integrated with other CEC marketing initiatives & channels (i.e.: social media and website).
- e. Develop and execute online marketing initiatives, as needed.
- f. Support the CEC strategically in creative, design and production, where required.
- g. Provide media buying services nationally and internationally.
- h. In collaboration with the CEC, define key metrics, create a strategic dashboard and report on measurable results consistently.

Brand Alignment

- a. Leverage existing brand, brand identity, and existing research when developing all marketing campaigns and programs. This should include when undertaking audience profiling and segmentation, creating briefs and defining the approach for all campaign development. (No new brand strategy or development is required).

Digital

- a. Develop and execute online marketing initiatives, including social media strategies. Social Media control (i.e. deployment) to be retained by CEC, and all campaign plans may include Social Media.

Content Creation, Design and Production

- a. Develop creative concepts that bring to life and articulate the issues and the importance of energy by leveraging CEC's key messages.
- b. Creative must address target audience segments at various stages and be deliverable across a variety of platforms.
- c. Work with the CEC team to develop printed materials, copywriting, video, photography, audio, displays, digital, or visual materials.
- d. Develop and manage art direction, image selection, design, copywriting and layout, video editing and adaptation, and dynamic ad creation tools.

Media Buying

- a. Provide media buying services at the national and international levels.
- b. Ability to develop a media plan for placement in Canada and Internationally.
- c. Ability to buy media directly or with the support of or through the CEC.
- d. Manage the advertising regulatory requirements both domestically and internationally on behalf of CEC.
- e. Ability to buy media and deliver services in the United States, European Union and the United Kingdom, knowledge of the foreign advertising laws and regulations, as well as ability to execute multi-language campaigns.

Account Servicing

- a. Establish and maintain clear and effective communication processes through a collaborative approach.
- b. If the Proponent includes multiple firms, the account servicing must be made clear through the proposal.
- c. All marketing initiatives must abide by all local regulations and policies in the countries that CEC is operating.

Measurement and Reporting

- a. Work with the CEC team to measure creative effectiveness to continually evolve creative strategies and improve performance.
- b. Garner insights from content and campaign data to ensure that strategies are brand-aligned and tailored to targeted audiences on multiple channels.
- c. Provide timely reports post-campaign and conduct quarterly meetings to track progress and next steps.
- d. Account, project and quality assurance management.
- e. Monthly reporting on:
 - Activities completed.
 - Budget and finance management (Budget Control Reports, invoices, accruals, forecasting, etc.) as per CEC standards and policy.
- f. Campaign reports including Activity and Budget Plan and performance compared to the Plans.
- g. Post campaign reports that provide:
 - Measures of success for the campaign on the perception of Alberta Energy in the region based on third party surveys.
 - Insights and opinions from available market data to adjust future campaigns.

Duration

- a. The term for the agreement is for one (1) year.
- b. There is an option to extend depending on performance and budget at the end of each year to March 31, 2023.

Schedule B: RFP Terms and Conditions

1. **Definition of RFP.** The RFP includes this document referenced as RFP No. CEC-2021-007 together with all Schedules, Appendices and Attachments attached hereto. All such documents form an integral part of the RFP as a whole. Where this RFP contemplates more than one (1) Proponent becoming a Selected Proponent, references to the “Selected Proponent” throughout the RFP will be deemed to mean and include all such Selected Proponents.
2. **Language Submission Requirements.** RFP submissions (including appendices) provided by prospective Vendors or Proponents must be in English.
3. **Inquiries of CEC regarding the RFP.** Vendors shall promptly examine the RFP documents and (i) report any errors, omissions or ambiguities; and (ii) direct questions or seek additional information; by email (with the RFP number and description in the subject line) on or before the Vendors’ Deadline for Questions to the CEC Contact. No such communications shall be directed to anyone other than the CEC Contact. The CEC shall make a reasonable effort to provide written responses as soon as practicable but in any event no later than the Deadline for CEC to Issue Addenda. Questions may not be answered or additional information provided after the Vendors’ Deadline for Questions has passed. The CEC will communicate any questions and responses to Proponents by email, provided that the identity of the Vendor submitting a question shall not be disclosed by the CEC. The CEC may (i) refuse to answer questions that do not pertain directly to the subject matter of the RFP; and (ii) not post answers to questions via email where the answers would not benefit other Proponents.
4. **General Provisions regarding Information.** The CEC shall not be liable in the event that a Vendor or Proponent has not received any or all of the questions and responses communicated by the CEC after the date that the RFP is issued. The CEC shall have no duty or obligation to verify or investigate any information it may receive from the Proponent or in a Proposal, regardless of the source or nature of the information. The information contained in the RFP or issued by way of addenda or in any communications between the CEC and any Vendor or Proponent respecting this RFP or the RFP process is accurate to the best of CEC’s knowledge. While the CEC, its staff and advisors do not guarantee such accuracy, the CEC shall commit to notifying Vendors or Proponents of any new or updated information should any errors subsequently be identified or discovered by the CEC.
5. **RFP Issues.** Vendors are expected, and it shall be the Vendors’ responsibility, to: (i) avail itself of all the necessary information to prepare a Proposal in response to this RFP, and (ii) communicate with the CEC at the earliest opportunity with respect to any matter, concern, clarification, complaint, issue or question (including but not limited to reporting and inquiring about any errors, omissions or ambiguities) related to this RFP (each an “RFP Issue”) when the subject matter of the RFP Issue arises and would have been first observable or noted. Where a prospective Proponent has not done so, such silence or failure to communicate an RFP Issue may be deemed to be acceptance and acquiescence on the part of the Proponent regarding such matter and may preclude the Proponent from raising the RFP Issue at a later date.
6. **Amendments and Addenda.** The terms and conditions of this RFP, including scope, requirements or other content found in any Schedules, Appendices and Attachments to the RFP may only be amended by an addendum issued by the CEC. Each addendum so issued shall form an integral part of this RFP. Issued addenda may contain important information including significant changes to this RFP. Vendors and Proponents are responsible for obtaining all addenda issued by the CEC.

7. **Provision of Additional Information by the CEC.** If the CEC, for any reason, determines that it is necessary to provide additional information relating to this RFP prior to the Proposal Submission Deadline other than addenda described in Section 6, such information will be communicated to all prospective Proponents and Proponents. All material information that is to be communicated by the CEC to Proponents including responses to questions, notices and addenda, shall either be posted on APC prior to the Proposal Submission Deadline or shall be delivered and provided directly to the Proponents in writing at any time thereafter; provided always however, the CEC may communicate an RFP cancellation after the Proposal Submission Deadline via posting on APC.
8. **Communication by the CEC.** In addition to the foregoing, the CEC may, where it is deemed necessary and appropriate, make arrangements to communicate and check in with Vendors or Proponents (either in writing or by phone) at any time prior to the Proposal Submission Deadline for the purpose of providing responses to questions or concerns that have been raised by such party, or providing clarification regarding the RFP requirements or process, logistics, etc. the CEC will confirm any phone conversations in writing or via e-mail.
9. **Amendment or Withdrawal of Proposals.** At any time prior to the Proposal Submission Deadline, a Proponent may amend or withdraw a submitted Proposal. The right of a Proponent to amend or withdraw a Proposal includes amendments or withdrawals wholly initiated by the Proponent and amendments or withdrawals in response to subsequent information provided by the CEC. For clarification, amendments to a Proposal may NOT be made after the Proposal Submission Deadline but a Proponent shall retain the right to withdraw its Proposal and participation in this RFP after the Proposal Submission Deadline. Any amendment or notice of withdrawal must be submitted in the same manner as prescribed in the RFP for the submission of Proposals. Any amendment or notice of withdrawal submitted by any other method may be rejected by the CEC.
10. **Rectification.** The CEC's intention with this RFP process is not to disqualify otherwise qualified Proponents for minor irregularities, errors or ambiguity. Accordingly, the CEC may employ a rectification process, whereby if minor irregularities, errors or ambiguity exists Proponents may be provided with the opportunity to rectify such minor irregularities, errors or ambiguity. For further clarification, the rectification process may be employed with respect to all minor irregularities, errors (i.e., with respect to requirements or other procedural matters) or ambiguity relating to Proposals. This process shall not be used as an opportunity for a Proponent to change, or be permitted to change, its Proposal such that the substantive aspect to the Proposal is materially altered having regard to the fundamental and central scope and purpose of this RFP. The determination as to whether the rectification process should be used as contemplated herein lies solely within the discretion of the CEC.
11. **Rectification – Outline of Process.** Following the initial review of Proposals after the Proposal Submission Deadline and where applicable throughout the evaluation process, where a Proponent appears to have made a minor irregularity or error, CEC may, in its discretion, issue a written rectification notice to that Proponent by way of email. The Proponent will be provided with three (3) Business Days (where a "Business Day" means every day except Saturdays, Sundays and any statutory holiday in the Province of Alberta) to respond to the rectification request with the required documentation. If a Proponent fails to respond appropriately within the prescribed rectification period, the CEC may then, in its discretion, disqualify that Proponent. For further clarity, the failure to submit a Proposal by the Proposal Submission Deadline, does not constitute a minor irregularity or error. Any response received by the CEC from a Proponent shall, if accepted by the CEC, form an integral part of that Proponent's Proposal.

- 12. CEC Right to Seek Clarification.** In addition to the rectification process set out above, the CEC reserves the right to seek clarification and/or the submission of supplementary written information from a Proponent on any aspect of their Proposal after the Proposal Submission Deadline. Any response received by the CEC from a Proponent shall, if accepted by the CEC, form an integral part of that Proponent's Proposal. For clarification, any information that is sought or requested by the CEC through the clarification as described in this Section shall not be an opportunity for the Proponent to change the Proponent's Proposal in any material manner.
- 13. Provisions of RFP Binding.** All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal. Except where expressly set out to the contrary in the RFP, the Proposal and any accompanying documentation submitted by a Proponent shall become the property of the CEC and shall not be returned to the Proponent. By submitting a Proposal, Proponents agree that the Proposals will continue to be relied upon by the CEC until such time as an Agreement is entered into with a Selected Proponent.
- 14. Notification of Award.** At the conclusion of the evaluation of Proposals (or such earlier time when a Proponent(s) ceases to be qualified to move forward to further stages of evaluation and consideration as a Selected Proponent), Proponents will be notified by the CEC in writing as to whether or not they have been identified as the Selected Proponent. CEC will allow up to and including fourteen (14) calendar days following the date of such notification to allow unsuccessful Proponent's to request a Proponent debrief meeting. Where requested in the time frame noted above, the CEC will contact the Proponent and arrange for a debrief meeting at a mutually agreeable time. The purpose of any debrief meetings is to have the CEC provide feedback to the Proponent on the CEC's evaluation of the Proponent's Proposal against the evaluation criteria.
- 15. Selection and Negotiation of Agreement.** Subject to CEC's rights as provided for in this RFP, a Proponent will be selected by the CEC after the Proposal Submission Deadline and evaluation. Notice of selection by the CEC to the Selected Proponent shall be in writing. The Selected Proponent shall enter into discussions with the CEC with a view to negotiating and executing an Agreement and shall satisfy any other applicable condition of this RFP, as requested by the CEC. Further details regarding the timelines and protocols for negotiation will be provided to the Selected Proponent however the CEC expressly reserves the right to negotiate all aspects of the Agreement with the Selected Proponent and shall not be required to accept any particular item or matter that arises during such negotiation for purposes of finalizing an Agreement with a Selected Proponent. The CEC has as one of its objectives and goals to establish and maintain consistency in its conduct of business and operations, and uniformity and similarity in terms and conditions of agreements entered into with its vendors and providers as well as providing for terms and conditions that properly account for and protect the CEC. In light of the foregoing, Proponents are advised that in the course of negotiations with a Selected Proponent, the CEC will seek to limit changes to its standard terms and conditions that are deemed key to or which impact the CEC's operational, clinical, administrative or logistical processes, procedures or practices. Negotiation of terms and conditions should be focused on those that will give effect to and incorporate relevant aspects of the business arrangement with the Selected Proponent as reflected in the Selected Proponent's Proposal and such matters that are required by a Selected Proponent in order to be able to conduct business.
- 16. Early Start Letter/Bridging Document.** In addition to the above, the CEC may: (i) prior to executing the Agreement, as an interim measure, choose to enter into an early start letter or other similar bridging document with the Selected Proponent on terms satisfactory to the CEC and subject to the CEC's policies. Proponents are advised that commencement of the provision of performance of any Deliverables may be conditional on the execution of an early start letter or other bridging document with the CEC; and (ii) discuss and negotiate changes, amendments, or

modifications to the Selected Proponent's Proposal or discuss different or additional terms to those contemplated in the RFP. When there is more than one (1) Selected Proponent, the CEC shall negotiate and conclude separately and independently with each Selected Proponent the terms and conditions for the Agreement which shall be entered into with that Selected Proponent.

17. General Rights of the CEC. In addition to any other express rights or any other rights which may be implied in the circumstances, CEC reserves the right, in its sole discretion, to:

- i. make public the names of any or all Proponents;
- ii. verify with any Proponent or with a third party any information set out in a Proposal, including rejecting any Proponent statement, claim or representation if such statement, claim or representation is, in the CEC's opinion, unwarranted or questionable;
- iii. check references other than those provided by any Proponent;
- iv. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- v. disqualify any Proponent where the Proponent has:
 - A. previously breached an agreement with the CEC;
 - B. been charged or convicted of an offence in respect of an Agreement with the CEC or in respect of the provision of goods and/or services which are similar to the Deliverables;
 - C. has launched legal proceedings against the CEC or is otherwise engaged in a dispute with the CEC;
 - D. fails to complete any necessary Appendix including either Appendix 2 – Proponent Declaration, or Appendix 3 – Conflict of Interest and Full Disclosure; or
 - E. revealed a conflict of interest in its Proposal or otherwise, failed to reveal a conflict of interest or support in the manner herein provided for, or a conflict of interest is brought to the attention of the CEC;
- vi. disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP including, without limitation, where:
 - A. a Proponent has engaged in prohibited communication as contemplated herein;
 - B. there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal; or
 - C. the Selected Proponent fails to obtain any of the permits, licences, or authorizations required to provide the Deliverables;
- vii. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- viii. accept or reject any Proposal even if only one (1) Proposal is submitted;
- ix. award a contract to a party other than the lowest bidder;
- x. not award a contract to any party;
- xi. cancel this RFP process at any stage without award, and the CEC thereafter issue a new request for proposals, request for qualifications, enter into an approved procurement exception, sole source arrangement, or do nothing;
- xii. where there is only a single Proponent (either by way of only a single Proponent submitting a Proposal, or all other Proponents being otherwise disqualified or removed from consideration), the CEC reserves the right to cancel this RFP and directly negotiate an Agreement with such single Proponent for the Deliverables; and
- xiii. discuss and negotiate (based on the different CEC requirements and the various Proposals received) with multiple Proponents and execute an Agreement with more than one (1) Proponent. By submitting a Proposal, the Proponent authorizes the collection by the CEC

of the information set out herein. Proponents are advised that no indulgence or forbearance by the CEC to disqualify a Proponent in any particular circumstance shall be deemed to constitute a general waiver of the CEC's right to disqualify such Proponent in addition to any other remedy that may be available to the CEC at law or in equity.

18. CEC Rights vis-à-vis the Selected Proponent. In addition to the rights of the CEC set forth above, in the event that the CEC and the Selected Proponent are unable to conclude an arrangement and finalize negotiations for any reason within a reasonable period of time as determined by the CEC, the CEC shall be entitled, in its sole discretion, to:

- i. extend the period for discussions and negotiations of the Agreement;
- ii. exercise any other applicable right set out in this RFP, including but not limited to cancelling this RFP or issuing a new RFP for the same or similar Deliverables;
- iii. terminate all discussions and negotiations with the Selected Proponent and cancel its identification of such Proponent as the Selected Proponent;
- iv. select another Proponent to discuss and with whom to negotiate for the purposes of entering into the Agreement;
- v. pursue any other remedy available to the CEC under applicable laws; and
- vi. the CEC may cancel its decision to enter into an Agreement with a Selected Proponent where a change in ownership of the Selected Proponent has occurred after the Proposal Submission Deadline, which has not been consented to by the CEC, or any other material change has occurred with respect to the Selected Proponent's Proposal, its business operations or financial condition.

19. Conflicts of Interest. Proponents shall disclose all existing support and any conflict of interest (actual or perceived and not limited to only Deliverables in this RFP) in accordance with the requirements of, and using the form provided as, Appendix 3 – Conflict of Interest and Full Disclosure. Proponents shall also complete Appendix 2 - Proponent Declaration. The CEC reserves the right to permit a Proponent to correct any good faith errors of omission in the aforementioned declarations (e.g., missing signature).

20. Confidentiality. Vendors or Proponents, as the case may be, are advised that all information provided by, or received from, the CEC in any form in connection with this RFP, either before or after the issuance of this RFP (the "CEC RFP Information"), shall: (i) remain the sole property of the CEC; (ii) be treated as confidential and held in strict confidence; (iii) not be used for any purpose other than for the purpose of replying to this RFP and the performance of any subsequent Agreement; (iv) not be disclosed without the prior written authorization of the CEC; (v) be returned to the CEC by the Vendor or Proponent immediately upon the request of CEC, with no copies made or retained by such party; and (vi) become subject to a request by the CEC to have the Vendor or the Proponent, as the case may be, execute a non-disclosure agreement. After a Proponent has submitted a Proposal the Proponent must not, directly or indirectly, communicate with the media or other third parties in relation to this RFP (including in respect of any CEC RFP Information as well as any non-public information regarding the details of the conduct and management of the RFP process) or the negotiation or execution of an Agreement, without first obtaining the written permission of the CEC Contact.

21. Intellectual Property. A Proponent shall not use or incorporate into its Proposal any concepts, product or processes that are subject to copyright, patents, trademarks, or other intellectual property rights of third parties unless such Proponent has the right to use and employ such concepts, products and processes in respect of the Proposal and the Deliverables.

22. FOIPP. CEC is a private corporation of the Crown under the Business Act of Alberta and therefore is not currently subject to the requirements of Freedom of Information and Protection of Privacy Act

(Alberta) (“FOIPP”). However, information provided by a Proponent may be released in accordance with the requirements of FOIPP. Proponents should identify any information in Proposal or any accompanying documentation for which confidentiality is to be maintained by CEC and, in such case, the confidentiality of such information will be maintained by the CEC, except where FOIPP provision or processes, an order by the Information and Privacy Commission or court requires the CEC to do otherwise.

- 23. CEC Liability.** The CEC shall not be liable for any expenses, costs, losses, or any direct or indirect damages of any nature whatsoever incurred or suffered by any Vendor, Proponent or any third party resulting from the CEC exercising any of its rights under this RFP or exercising any rights which may be implied in the circumstances, and each Vendor or Proponent, as the case may be, shall solely bear all costs and expenses incurred by it relating to any aspect of its participation in the RFP process, including all costs and expenses related to such party’s involvement in: (i) the preparation, presentation and submission of its Proposal; (ii) attendance at any meeting with the CEC; (iii) due diligence and information gathering processes; (iv) preparation of responses to questions or requests for information from the CEC; and (v) the negotiation of the Agreement. The CEC shall not be liable to pay any costs or expenses of any Vendor or Proponent, as the case may be, or to reimburse or compensate an Vendor or Proponent under any circumstances, regardless of the outcome of this RFP and the associated procurement process. The Vendor or Proponent, as the case may be, agrees that any exercise of discretion or anything else done on the part of the CEC in the procurement process shall not constitute a breach in contract, tort or otherwise, or result in a breach of any duty imposed by statute, common law or equity and owed by the CEC to such party and the CEC shall have no liability whatsoever arising with respect thereto.
- 24. Limitation of Liability.** Notwithstanding anything else herein, in the event that the CEC is found to be liable in any respect under this RFP or with respect to the related procurement process, the Provider or the Proponent, as the case may be, agrees that the CEC’s liability to such party and the aggregate amount of damages recoverable against the CEC for any liability of the CEC related to or arising out of this RFP or associated procurement process whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the CEC, shall be the lesser of: (i) the Proposal preparation costs that the party seeking damages from the CEC can demonstrate; or (ii) Five Thousand Dollars (\$5,000.00).
- 25. Governing Law and Applicable Jurisdiction.** The Proponent agrees that this RFP and the RFP process shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein (excluding any conflict of law rule or principal of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction) and the Proponent hereby irrevocably submits to the exclusive jurisdiction of the Alberta courts with respect to any matter arising out of or related to this RFP.
- 26. Disclaimer.** This procurement process is not intended to create and shall not create a formal legally binding bidding process whereby the CEC is required to award a contract to the lowest or any bidder. Instead, any contract award shall be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any obligation on the part of the CEC to enter into “Contract B” or any other legal obligations arising out of any contract or collateral contract; and (b) no Vendor or Proponent shall have the right to make any claims against the CEC with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP. No legal relationship or obligation with respect to the provision of the Deliverables shall be created between any Vendor or Proponent and the CEC until the successful conclusion and execution of an Agreement.

Schedule C: Brand Summary

<p>CEC AT-A-GLANCE</p>	<p>Canadian Energy Centre (CEC)</p> <p>Who we are: The Canadian Energy Centre’s mandate is to promote Canada as the supplier of choice for the world’s growing demand for responsibly produced energy. The CEC was established in October 2019 as an organization that would defend natural resources owned by Albertans, and of benefit to all of Canada. Energy production is an essential plank of the country’s economic wellbeing. Between 2000 and 2018, Canada’s Energy industry has contributed \$672 billion to municipal, provincial and federal government coffers of which the oil and gas industry contributed \$483 billion. The wealth it generates has built hospitals, schools, roads, pools, and communities across the province.</p> <p>What we do: The Canadian Energy Centre focuses on creating a fact-based narrative about Canada’s most important resource sector. The CEC does that in three key areas: marketing, energy literacy and rapid response.. We use data, stories and narrative to demonstrate how the industry can and will drive economic recovery from the pandemic, and help reduce GHG emissions globally.</p> <p>The CEC is an independent provincial corporation that is primarily supported by the Government of Alberta’s industry-funded Technology, Innovation and Emissions Reduction (TIER) fund.</p> <p>Key Business Divisions:</p> <ul style="list-style-type: none"> • Marketing • Quick Response Unit • Energy Literacy • Research Unit
<p>WORDMARK</p>	<p>Canadian Energy Centre</p>
<p>MISSION</p>	<p>The Canadian Energy Centre’s (CEC) mission is to advance Canada as the supplier of choice for the world’s growing demand of responsibly produced energy.</p>

<p>VALUES</p>	<p>We Believe</p> <ul style="list-style-type: none"> • We believe Canadians should be proud of their energy sector • We believe the Canadian energy sector is vital to Canada’s economy, • We believe Canadian natural gas is a vital to reduce global GHG emissions • We believe Canadian energy is produced with the highest environmental, social, governance, and humanitarian standards in the world. <p>We Inspire</p> <ul style="list-style-type: none"> • We promote responsible and Inclusive Canadian Energy • We inspire the energy conversation by being optimistic – it’s a unifying force that runs counter to most conversations around energy issues. • We inspire Canadians to better understand that Canada should be the supplier of choice to meet global demand for fossil fuels that will continue to grow for decades to come. • We inspire Canadians to be educated voices for the energy sector • We inspire Canadians to find the truth, that Canadian energy can help reduce greenhouse gas emissions globally <p>We Deliver</p> <ul style="list-style-type: none"> • We deliver Canada’s energy story to the world. 	
<p>CHANNELS / USEFUL LINKS</p>	<p>WEBSITE LINK: https://www.canadianenergycentre.ca/ FACEBOOK LINK: https://www.facebook.com/CDNEnergyCentre TWITTER LINK: https://twitter.com/CDNEnergyCentre Annual Report: https://www.canadianenergycentre.ca/wp-content/uploads/2021/08/CEC-annual-report-2021-Final.pdf</p>	
<p>KPI’S KEY PERFORMANCE INDICATORS</p>	<p>Change Negative perception of Canadian Energy Sector to positive perception</p> <ul style="list-style-type: none"> • Change in Conversation • Building a Social Movement 	
<p>HIGH LEVEL KEY MESSAGES</p>	<p>Petroleum products are all around us. Let’s support and promote Canadian Energy.</p>	<p>Everything in your life is powered by Energy Oil & Gas is the most prominent source. Canadian Oil & Gas should be the first choice!</p>

Schedule D: Canadian Energy Centre Draft Agreement

See Attached PDF file, 'Schedule D: Canadian Energy Centre Draft Agreement'