

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Crestview Strategy USA LLC

2. Registration Number
6858

3. Name of Foreign Principal
Government of Alberta

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/14/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Crestview Strategy USA LLC will serve as prime contractor in an updated agreement with Government of Alberta, and Capitol Counsel will provide services as a subcontractor.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will assist the Government of Alberta in building a strategic government relations and public affairs strategy, including direct advocacy with the United States Congress, the Executive Branch of the federal government, and state and local governments.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant will assist the Government of Alberta in building a strategic government relations and public affairs strategy, including direct advocacy with the United States Congress, the Executive Branch of the federal government, and state and local governments.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
04/06/2022	Maryscott Greenwood	/s/Maryscott Greenwood
_____	_____	_____
_____	_____	_____
_____	_____	_____

February 23, 2022

CONTRACT NUMBER: C0014-22

THIS CONTRACT MADE EFFECTIVE AS OF THE DATE THE CONTRACT IS SIGNED BY BOTH PARTIES.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the Minister of Jobs, Economy and Innovation
(the "Province")

- and -

Crestview Strategy US LLC
(the "Contractor")

BACKGROUND

Pursuant to a request for proposals issued by the Province and a proposal submitted by the Contractor, the Contractor has agreed to provide certain services and materials related to U.S. government relations;

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:

- (a) "Business Day" means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
- (b) "Contract" means this document, Schedule A and Schedule B;
- (c) "Effective Date" means the date this Contract is signed by both parties;
- (d) "FOIP Act" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
- (e) "Materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
- (f) "Personal Information" means personal information as defined in the *FOIP Act*;
- (g) "Proposal" means the proposal submitted by the Contractor dated January 26, 2022;

- (h) "RFP" means the Request for Proposal issued by the Province dated December 22, 2021;
- (i) "Services" means the work, duties, functions and deliverables described in Schedule A; and
- (j) "Term" means the contract period specified in clause 2.

TERM OF CONTRACT

2. This Contract shall be effective from the Effective Date until March 31, 2024, unless terminated in accordance with this Contract.

The Province may extend the Contract, under the same terms and conditions, for an additional term of up to 12 months to perform the Services.

PERFORMANCE OF SERVICES

3. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services, and statements regarding the performance of Services made by the Contractor in its Proposal that is incorporated into, attached to or otherwise included in Schedule A are representations and warranties of the Contractor and form part of this Contract.

PAYMENT

- 4.
- (a) The Province agrees to pay the Contractor the fixed price sum of \$1.0 million (Canadian funds), including all expenses incurred by the Contractor, to perform the Services. The Contractor shall be paid:
 - i. the amounts specified in Schedule B for completion of the Services in accordance with this Contract; and
 - ii. upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.
 - (b) The Province shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.
 - (c) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

- (d) The Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada) as amended, revised or substituted from time to time.
- 5. The Province may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract.

RECORDS AND REPORTING

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

NON-ASSIGNABILITY AND SUBCONTRACTING

- 8.
 - (a) The Contractor shall not:
 - i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
 - ii. subcontract the Services (other than as specified in Schedule A)without the prior written consent of the Province, which shall not be unreasonably withheld.
 - (b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:
 - i. be responsible for remunerating the subcontractor(s);
 - ii. be responsible for the performance and activities of the subcontractor(s); and

- iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

- 9.
 - (a) The Contractor shall not replace any employee, subcontractor or agent identified in Schedule A, or add any employee, subcontractor or agent, to perform the Services without the prior written approval of the Province, which approval shall not be unreasonably withheld.
 - (b) The Contractor shall:
 - i. remove any employee, subcontractor or agent of the Contractor engaged in providing the Services upon the written request of the Province within the time limit indicated in such request; and
 - ii. only replace such removed employee, subcontractor or agent of the Contractor upon getting the prior written approval of the Province, which approval shall not be unreasonably withheld.

COMPLIANCE

- 10. The Contractor shall:
 - (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services; and
 - (b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

- 11.
 - (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.
 - (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Contractor or a third party prior to the Effective Date remain the property of each party respectively.

- (c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.
- (d) The Contractor
 - i. irrevocably waives in whole all moral rights, and
 - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.
- (e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.
- (f) The Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

12.

- (a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services (the "Province's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the Province. The Contractor may disclose the Province's Information to employees, subcontractors or agents of the Contractor who have a need to know for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.
- (b) Subject to clause 13(b), the Contractor's obligations in clause 12(a) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the Contractor;
 - ii. are independently developed without benefit of the Province's Information; or
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- (c) The Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss,

destruction or alteration of the Province's Information. The Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation.

- (d) The Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province.
- (e) The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (f) No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of the Province.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

13.

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Contractor further acknowledges that the *FOIP Act* applies to the Province's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
- (b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province.
- (c) Upon request, the Contractor shall, at the Contractor's expense, and within five Business Days, provide to the Province any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling.
- (d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.
- (e) The Contractor shall:
 - i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;

- ii. immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and
 - iii. provide the Province with any information regarding the Contractor's security measures that the Province may require to verify compliance with the *FOIP Act*.
- (f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the Province.
- (g) The Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

INDEMNITY AND LIABILITY

14.

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
- i. that party's breach of this Contract, or
 - ii. the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- (b) The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

INSURANCE

15.

- (a) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (b) The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the Services in an amount not less than \$2,000,000.
- (c) The Contractor shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Province.

- (d) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 15(a).
- (e) When requested by the Province, the Contractor shall provide evidence of endorsement to provide the Province with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

16. The relationship of the Contractor to the Province in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the Province.

NOTICES

17.

- (a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by email to the email address as follows:

The Province: Alberta Office in Washington, D.C.
Address: Embassy of Canada
501 Pennsylvania Avenue NW
Washington, D.C., 20001
Attention: Alberta's Senior Representative to the U.S.
Email james.rajotte@gov.ab.ca

The Contractor: Crestview Strategy US LLC
Address: 2409 North Ottawa Street
Arlington, VA 22205
Attention: Maryscott Greenwood
Email msg@crestviewstrategy.com

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 17(a) by giving notice to the other in the manner described in clause 17(a).
- (c) Any notice personally served or sent by email shall be deemed received when actually delivered or received, if delivery or email transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

18.

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

SAFE, SECURE AND RESPECTFUL WORKPLACE

19.

- (a) The Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.
- (b) When communicating or interacting with the Province's employees, the Contractor, its employees, subcontractors and agents shall comply with the Province's *Respectful Workplace Policy*, as amended from time to time. A copy of this policy is available from the Province's representative designated in clause 20(a).

PARTIES' REPRESENTATIVES

20.

- (a) The Province designates Alberta's Senior Representative to the U.S., of the Department of Jobs, Economy and Innovation as the Province's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).
- (b) The Contractor designates Maryscott Greenwood as the Contractor's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).
- (c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

21.

- (a) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in

relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:

- i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv. the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - v. the Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - vi. the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract.

SURVIVAL OF TERMS

22. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:
- | | |
|---------------|---|
| (a) clause 6 | Records and Reporting; |
| (b) clause 11 | Material Ownership; |
| (c) clause 12 | Non-Disclosure of Information; |
| (d) clause 13 | Freedom of Information and Protection of Privacy; and |
| (e) clause 14 | Indemnity and Liability. |

GENERAL

23. In the case of conflicts or discrepancies among this document and the Schedules and any Schedules attached to this document, the documents shall take precedence and govern in the following order:

- (a) The body of this document, and
 - (b) The Schedules to this document.
24. Time is of the essence of this Contract.
 25. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
 26. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
 27. The rights and remedies of the Province under this Contract are cumulative and any one or more may be exercised.
 28. The Parties may amend this Contract only by mutual written agreement signed by the parties.
 29. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
 30. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
 31. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
 32. In this Contract words in the singular include the plural and words in the plural include the singular.

33. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by e-mailed in PDF shall constitute good delivery.

The Parties' authorized representatives make this Contract.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Jobs, Economy and Innovation

Crestview Strategy US LLC

Per:

Signature

Print Name

Title

Date

[Handwritten Signature]
Tristan Sanregret
RD, International Relations & Trade
March 14, 2022

Per:

Signature

Print Name

Title

Date

Schedule A
(Services)

1. Services

The Contractor shall perform the Services as they are described in the RFP and the Proposal which are incorporated into and form part of this Schedule.

2. Order of Precedence

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

- (a) the RFP; and
- (b) the Proposal.

Schedule B
(Payment)

1. Pricing

Payments under the Contract will be as follows:

Service or Deliverable	Fixed Price
Annual Engagement Plan	\$149,700
Delivery of Core services: <ul style="list-style-type: none"> • Ongoing stakeholder engagement and outreach • Verbal and written research, analysis and advice on current or emerging issues • Message development • Support on public affairs 	\$35,345 per month to perform the services described in Schedule A, up to a maximum of \$848,300
Total Fixed Price – CAD	\$998,000

2. Expenses

The Contractor's pricing as specified above is inclusive of all expenses incurred by the Contractor in the performance of the Services.

General Services RFP
October 2021



Jobs, Economy and Innovation
Commerce Place
12th Floor, 10155 102 street
Edmonton, Alberta
T5J 4G8

REQUEST FOR PROPOSALS ("RFP") NUMBER C0014-22
REQUEST FOR PROPOSAL FOR U.S. GOVERNMENT AFFAIRS
JOBS, ECONOMY AND INNOVATION

RFP Issue Date: December 22, 2021
RFP Closing Date and Time: January 26, 2022 no later than 14:00:59
Alberta Time
Contracting Manager: Tristan Sanregret
Telephone:
Facsimile:
Email: americas.rfp@gov.ab.ca

Classification: Public

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Request for Proposals

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1. INTRODUCTION

1.1 PREAMBLE

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

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

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

1.2 RFP DEFINITIONS

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

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

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

“**Business Day**” means 08:15 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by the Province.

“**Contract**” means the written agreement between the successful Proponent and the Province to provide the Services and Materials contemplated by this RFP.

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

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

“**Evaluation Team**” means the individuals who will evaluate the Proposals on behalf of the Province.

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

“**Fixed Hourly Rate**” means the definite and predetermined hourly rate charged for the

performance of the Services by the successful Proponent's resources.

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

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

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

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

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

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

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

"Proponent Team" means a consortium or other arrangement among two or more individuals, business entities, or organizations that respond to this RFP with one Proposal.

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

"Province" means Her Majesty the Queen in right of Alberta as represented by the Minister of Jobs, Economy and Innovation.

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

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

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

"Service Delivery Approach" means the requirements and provisions set out in Attachment #4 to Appendix C to this RFP and a Proponent's Proposal in relation to such requirements and

provisions.

“should” or “desirable” means that a provision so described has a significant degree of importance to the Province and will be evaluated.

1.3 INTERPRETATION

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

2. PROJECT INFORMATION

2.1 PROJECT OVERVIEW

The Province is seeking to develop a robust government relations strategy to support Alberta’s federal and state engagement in the United States.

- a) **Project Background.** The U.S. is Alberta’s largest trading partner by far, with nearly \$77.5 billion worth of goods exported to the U.S. in 2020. Given the magnitude of the Alberta trading relationship, Alberta works actively to ensure that this trade continues unimpeded by building its relationship with U.S. policy makers and other stakeholders. To that end, Alberta has maintained an office in Washington, D.C., the Alberta Washington Office, since 2005. The Alberta Washington Office is led by Alberta’s Senior Representative to the U.S. and actively develops relationships with decision makers and influencers to ensure its interests are considered in the development of U.S. policy at the federal and state level. Alberta also seeks to collaborate with the Canadian federal government, and other provinces and territories on other issues.
- b) **Project Objectives.** The objective of this RFP is to have the successful Proponent:
 - a. Develop an engagement plan for the Alberta Washington Office that focuses on engagement with members of Congress, the federal administration, state governments, and other stakeholders to advance Alberta’s overall objectives in the U.S.;
 - b. Facilitate and schedule engagements with key stakeholders at the request of the Alberta Washington Office;
 - c. Provide input and advice on how to engage on current or emerging priorities at the request of the Alberta Washington Office;
 - d. Provide regular reporting and analysis on key issues and contacts, as determined by the Alberta Washington Office;
 - e. Execute other duties pertaining to federal and state engagement, at the request of the Alberta Washington Office;

- f. Prepare and submit all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 et seq.), and any other reports or submissions required by U.S. law relating to this Contract.
- c) Project Structure/Business Model. The successful Proponent will report directly to the Senior Representative of Alberta to the U.S. The successful Proponent will also be expected to engage with other staff in the Ministry of Jobs, Economy and Innovation while undertaking its work to ensure alignment of Government of Alberta policies and priorities, particularly the Executive Director of the International Relations and Trade Branch, and the Director of International and Intergovernmental Relations.

The successful Proponent will not represent themselves as employees of the Government of Alberta.

The successful Proponent will demonstrate how it will comply with all U.S. federal and state policies, legislation and regulations that would apply in the execution of the Contract, including preparing and submitting all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 et seq.), and any other reports or submissions required by U.S. law relating to this Contract.

- d) Key Stakeholders. The successful Proponent will engage and consult staff in the Alberta Washington Office, and officials within the Government of Alberta, in the execution of the Contract as needed. The successful Proponent will also regularly liaise with congressional offices, staff in the U.S. federal government, and stakeholders at the state-level in the U.S.
- e) Related Project Documents. The following materials will be provided to support the development of a proposal and will be provided via email if requested:
- Current Alberta-U.S. Relations paper;
 - Jobs, Economy and Innovation annual report for 2020-21 fiscal year; and
 - Interim Alberta Washington Office activity report.

3 SERVICES, MANDATORY REQUIREMENTS, AND DESIRABLE PROVISIONS

3.1 SERVICES

The Province requires the Services as set out in Appendix B to this RFP. The anticipated duration of Services is from **February 1, 2022 to January 31, 2024**. The Province, in its discretion, will confirm actual start and end dates for the Services upon finalizing the Contract.

The Province may extend the Contract, under the same terms and conditions, for an additional term of up to 12 months to perform the Services.

3.2 REPORTING

The Contractor will be required to submit **monthly** written status reports to the Province, outlining:

- Overall summarization of the Project progress;
- Services provided;
- Remaining deliverables, progress, and expected delivery on each; and
- Issues and concerns affecting specific deliverables and the Project schedule or any other aspect of the Project.

3.3 MANDATORY REQUIREMENTS - CORPORATE

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

3.4 DESIRABLE PROVISIONS - CORPORATE

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

3.5 MANDATORY REQUIREMENTS – PROPOSED RESOURCES

The Proponent must demonstrate that it meets the mandatory requirements as set out in Attachment # 2 to Appendix C to this RFP.

3.6 DESIRABLE PROVISIONS - PROPOSED RESOURCES

The Proponent should demonstrate how it meets or exceeds the desirable provisions as set out in Attachment # 2 to Appendix C to this RFP.

3.7 FACILITIES

The Contractor shall be responsible for providing all Facilities.

4. PRICING

4.1 FORM OF PRICING

The Proposal must provide the Fixed Price inclusive of all expenses to perform the Services as set out in this RFP.

4.2 CALCULATIONS

If the Proponent's "Total Fixed Price" as proposed in the Pricing Form, which is Attachment #3 to Appendix C, is miscalculated, then the Province will use the individual

Fixed Price components comprising the Total Fixed Price to calculate the correct Total Fixed Price.

4.3 PROJECT BUDGET

To be considered for award, the total Contract price in the Proposal must not exceed \$1,000,000.

5. PROPOSAL

5.1 HOW TO ORGANIZE THE PROPOSAL

To assist evaluation by the Evaluation Team, Proposals should be organized in the following format using the section titles and sequence:

- a) Table of Contents;
- b) Proposal Submission Form;
- c) RFP Requirements (as set out in Attachments 1-4 to Appendix C to this RFP);
- d) Proponent Profile;
- e) Service Delivery Approach; and
- f) Appendices, if any.

5.2 WHAT TO PUT IN THE PROPOSAL

It is mandatory that Proposals include responses to requirements described with a “must”, “mandatory” or “shall” in this RFP. Failure to provide a response to requirements described with a “must” “mandatory” or “shall” will result in rejection of the Proposal. It is highly desirable that Proposals also respond to “should” provisions. Proponent should ensure that all supporting information is included so that the Province can evaluate the Proponent’s ability and suitability to perform the Services.

The Proposal response to all mandatory requirements will be screened to determine if the mandatory requirements have been met. Only Proposals meeting the mandatory requirements will be evaluated. Proposal scoring will be based on the Proposal response to the desirable provisions. Scoring for exceeding mandatory requirements, if any, will be applied where indicated in this RFP. In addition, a Proponent should provide cross references to any parts of the Proposal that contain information that the Proponent wishes to be considered in the evaluation of any given requirement or provision.

5.2.1 Response to RFP Requirements

- a) Proposal Submission Form

Submission of the Proposal shall be deemed agreement by the Proponent that if

awarded the Contract, the Proponent will perform the Services in accordance with the Contract. The Proposal should include a cover letter in the form of a completed Proposal Submission Form found in Appendix C.

b) **Mandatory Requirements and Desirable Provisions - Corporate**

Proposals must provide a response to the mandatory requirements and should provide a response to the desirable provisions set out in the Mandatory Requirements - Corporate and Desirable Provisions - Corporate, Attachment # 1 to Appendix C.

c) **Mandatory Requirements and Desirable Provisions - Proposed Resources**

For each proposed resource, Proposals must provide a response to the mandatory requirements and should provide a response to the desirable provisions set out in Attachment # 2 to Appendix C to this RFP.

In addition, for each proposed resource, the Proposal should include the following information:

- A résumé detailing the proposed resource's education, work experience, including duration (month/year);
- The earliest date the proposed resource is available to perform the Services; and
- At least three business-related references.

If a résumé or references are not included with the Proposal, the Proponent must provide them within two Business Days of a request by the Province to do so.

d) **Price**

In their Proposals, Proponents must use the Pricing Form, which is Attachment #3 to Appendix C, or a similar representation of the same information, to submit their pricing for the Services described in this RFP.

5.2.2 Proponent Profile

a) The Proposal must include the following:

- The legal name of the Proponent;
- Details of any subcontracting arrangements proposed by the Proponent

b) The Proposals should include:

- A brief corporate background, especially pertaining to experience on similar

- projects (including project references); and
 - The location of the Proponent's head office and, if applicable, service centres.
 - The legal name and address of any proposed sub-contractors.
 - A Proponent contact for all questions and clarifications arising from the Proposal. Include the person's title, address including email, telephone and facsimile number;
- c) In the case of Proponent Team Proposals, the Proposal must also:
- Identify the members of the Proponent Team and the Prime Proponent who will be the Proponent Team's contact with the GoA department;
 - Provide the legal name of the Prime Proponent; and
 - Describe the role of the Prime Proponent and each Proponent Team member.
- d) In the case of Proponent Team Proposals, the Proposal should:
- Provide the location of the head office and, if applicable, service centres for each Proponent Team member;
 - Provide the legal name of each Proponent Team member; and
 - Demonstrate a Proponent Team management approach that will ensure, for the duration of the Contract, clear lines of communication and delivery of Services.

Where the information requested of a Proponent in 5.2.2 b) or a Prime Proponent in 5.2.2 d) above is not included with the Proposal, the information must be provided within two Business Days of a request by the Province to do so.

5.2.3 Service Delivery Approach

In their Proposals, Proponents must provide a response to the mandatory requirements and should provide a response to the desirable provisions set out in Attachment #4 to Appendix C-Service Delivery Approach to this RFP.

5.2.4 Appendices

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

5.2.5 Contract Provisions

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

6. EVALUATION**6.1 SCREENING**

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

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

6.2 SCORING

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

6.3 PROPOSAL EVALUATION CRITERIA

The RFP evaluation categories and associated weighting will be as follows:

Evaluation Categories		Weight
1.	Financial/Price	15%
2.	Relationships	20%
3.	Service Delivery Approach	30%
4.	Service Level	15%
5.	Resource Qualifications	10%
6.	Vendor Qualifications	10%
Total		100%

6.4 SHORT LISTING

The Province may establish a shortlist of Proponents who may be asked to make formal presentations regarding their Proposal to the Evaluation Team. Key Proponent management and technical resources will be expected to participate in such presentations. These short-list presentations will be made at no cost to the Province. Proposal scoring may be adjusted based on the shortlist presentations.

6.5 REFERENCE CHECKS

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

6.6 SELECTION

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

6.7 RESOURCE REPLACEMENT

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

6.8 PROPOSAL CLARIFICATIONS

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

7. RFP TERMS AND CONDITIONS**7.1 ACCESS TO RFP DOCUMENTS**

The Province uses APC to post procurement opportunities. Obtaining the RFP directly from APC facilitates receipt of any RFP updates or amendments issued by the Province. The Province will reject Proposals that do not comply with the RFP requirements, including RFP requirements that have been updated or amended by the Province through APC.

7.2 RFP SCHEDULE OF EVENTS

RFP Issue Date:	December 22, 2021
Proponent Information Session	January 13, 2022
RFP Closing Date and Time:	January 26, 2022 at 14:00:59 Alberta Time
Evaluation of Proposals:	January 27-28, 2022
Shortlist Presentations:	January 31, 2022
Selection of Preferred Proponent:	January 31, 2022

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

7.3 PROPONENT INFORMATION SESSION

A Proponent information session has been scheduled to provide an opportunity for questions or clarification regarding this RFP's requirements.

Date: January 13, 2022
Time: 2:00 p.m., Alberta Time
Location: Teleconference

Teleconference Coordinates:

Dial-in number: 1-866-792-1317 (Canada/US)
Conference ID: 5970643

Submit written questions to the Contracting Manager in advance so that comprehensive answers can be given at the session.

Attendance at the session is not mandatory, but is highly recommended.

Verbal responses to questions are not binding on any party. To obtain written confirmation of statements made at the Proponent Information Session, the Proponent must submit their questions in writing to the Contracting Manager after the session and they will be administered in accordance with section 7.9.

7.4 PROPOSAL SUBMISSION

Proposals must be submitted electronically, via email, in Microsoft Word or Adobe Acrobat format by the RFP Closing Date and Time to the following email address: americas.rfp@gov.ab.ca. The email subject line should indicate that it is a Proposal and include the RFP number and title.

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

The official time and date of receipt of the Proposal will be determined by the email received time as recorded by the Government of Alberta's email server. Proponents should be aware that, prior to such electronic delivery, incoming emails are subject to consistency checks and antivirus scans, which process can take several minutes or longer to complete. The Province will not be responsible for failures (technical or otherwise) that may result in a Proposal not being received prior to the RFP Closing Date and Time. If the Proposal cannot be opened after reasonable efforts are made by the Province, the Proposal will be rejected.

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

Proposals must be received before 14:01:00 Alberta Time on the RFP Closing Date, or the Proposal will be rejected.

Proposals received after the RFP Closing Date and Time will be deleted.

7.5 PROPOSAL PUBLIC OPENING

[THIS SPACE INTENTIONALLY LEFT BLANK]

7.6 MULTIPLE PROPOSALS

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

7.7 PROPONENT TEAM PROPOSALS

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

7.8 PRICE

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

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

7.9 PROPONENT QUESTIONS

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

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

If the Province, in its sole discretion, considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the Proponent that

has asked the confidential question, and not to the other Proponents. If the Province determines that the question and the response ought not to be kept confidential, it will advise the Proponent and the Proponent will have the opportunity to withdraw the question.

The Proponent has the responsibility to notify the Province, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction necessary to prepare the Proposal.

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

Verbal responses to enquiries are not binding on any party.

7.10 PROPOSAL ALTERATIONS AND IRREVOCABILITY

Proponents may only amend or rescind their Proposal before the RFP Closing Date and Time by submitting a clear and detailed written notice to the email address stated in section 7.4.

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

In either of the following circumstances:

- a) the Proponent has rescinded a Proposal before the RFP Closing Date and Time;
- or
- b) the Province has received the Proposal after the RFP Closing Date and Time;

such a Proposal will be deleted.

7.11 PERIOD OF COMMITMENT

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

7.12 PROPOSAL IRREGULARITY OR NON-COMPLIANCE

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

7.13 PROPOSAL RETURN

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

7.14 CONFIDENTIALITY AND SECURITY OF INFORMATION

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

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

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

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

7.15 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA) (FOIP)

The Proponent acknowledges that:

- a) FOIP applies to all information and records relating to, or obtained, generated, created, collected or provided under, the RFP or the Contract and which are in the custody or under the control of the Province. FOIP allows any person a right of access to records in the Province's custody or control, subject to limited and specific exceptions as set out in FOIP; and
- b) The Proponent, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal to the Province considered to be confidential and what harm could reasonably be expected from disclosure. The Province does not warrant that this identification will preclude disclosure under FOIP.

7.16 CONSENT TO THE USE OF PERSONAL INFORMATION

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

The Proponent consents, and has obtained the written consent from any individuals

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

7.17 CONFLICT OF INTEREST

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

7.18 LOBBYISTS ACT

The Proponent acknowledges that:

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

7.19 TRADE AGREEMENTS

This RFP is covered by existing trade agreements as follows:

- a) Canadian Free Trade Agreement (Chapter 5 Government Procurement);
- b) New West Partnership Trade Agreement;
- c) Comprehensive and Economic Trade Agreement (Chapter 19);
- d) World Trade Organization's Agreement on Government Procurement Agreement; and
- e) Comprehensive and Progressive Agreement for Trans-Pacific Partnership.

7.20 MODIFIED RFP PROCESS

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

- All Proponents submitting non-compliant Proposals, other than those who submitted Proposals after the RFP Closing Date and Time, will be asked to prepare a "Modified

Proposal". The necessity, scope and the timing of such a modified RFP process will be solely at the Province's discretion;

- Details regarding the manner and form of the modified RFP process and the expected deliverables to be included therein will be provided in advance to all Proponents who submitted a non-compliant Proposal;
- Modified Proposals and accompanying documentation, upon receipt by the Province, will become the property of and be retained by the Province;
- Proponents submitting Modified Proposals must meet the mandatory requirements identified in the modified RFP process; and
- At the conclusion of the modified RFP process, following the Proponents' submission of the Modified Proposals, the Evaluation Team will evaluate Modified Proposals in accordance with an evaluation plan developed for the modified RFP process.

7.21 RFP TERMS AND CONDITIONS

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

7.22 EXTENSION, AMENDMENT TO OR CANCELLATION OF RFP

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

7.23 COSTS OF THE PROPOSAL

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

7.24 CONTRACT AWARD

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

7.25 REPRESENTATIONS AND WARRANTIES

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

7.26 RELEASE OF PROPOSAL INFORMATION

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

7.27 PROPONENT DEBRIEFING

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

7.28 CLAIMS FOR DAMAGES OR COMPENSATION

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

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

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

7.29 PROPOSAL ACCEPTANCE/REJECTION

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

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APPENDIX A – Contract

[Date] 2021

CONTRACT NUMBER: C0014-22
THIS CONTRACT MADE EFFECTIVE THE _____ DAY OF _____, 20____.
BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the Minister of Jobs, Economy and Innovation
(the “Province”)

- and -

NAME OF CONTRACTOR
(the “Contractor”)

BACKGROUND

Pursuant to a request for proposals issued by the Province and a proposal submitted by the Contractor, the Contractor has agreed to provide certain services and materials related to U.S. government relations;

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:
 - (a) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
 - (b) “Contract” means this document, Schedule A and Schedule B
 - (c) “Effective Date” means the date first above written;
 - (d) “FOIP Act” means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
 - (e) “Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
 - (f) “Personal Information” means personal information as defined in the *FOIP Act*;

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- (g) "Proposal" means the proposal submitted by the Contractor dated [insert date];
- (h) "RFP" means the Request for Proposal issued by the Province dated [insert date the RFP was issued and the dates of any RFP updates if applicable];
- (i) "Services" means the work, duties, functions and deliverables described in Schedule A; and
- (j) "Term" means the contract period specified in clause 2.

TERM OF CONTRACT

2. This Contract shall be effective from the Effective Date until December 31, 2023 unless terminated in accordance with this Contract.

The Province may extend the Contract, under the same terms and conditions, for an additional term of up to 12 months to perform the Services.

PERFORMANCE OF SERVICES

3. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services, and statements regarding the performance of Services made by the Contractor in its Proposal that is incorporated into, attached to or otherwise included in Schedule A are representations and warranties of the Contractor and form part of this Contract.

PAYMENT

- 4.
- (a) The Province agrees to pay the Contractor the fixed price sum of \$1.0 million (Canadian funds), including all expenses incurred by the Contractor, to perform the Services. The Contractor shall be paid:
 - i. the amounts specified in Schedule B for completion of the Services in accordance with this Contract; and
 - ii. upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.
 - (b) The Province shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.
 - (c) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to

the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

- (d) The Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada) as amended, revised or substituted from time to time.
5. The Province may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract.

RECORDS AND REPORTING

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

NON-ASSIGNABILITY AND SUBCONTRACTING

- 8.
- (a) The Contractor shall not:
 - i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
 - ii. subcontract the Services (other than as specified in Schedule A)
- without the prior written consent of the Province, which shall not be unreasonably withheld.

- (b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:
- i. be responsible for remunerating the subcontractor(s);
 - ii. be responsible for the performance and activities of the subcontractor(s); and
 - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

- 9.
- (a) The Contractor shall not replace any employee, subcontractor or agent identified in Schedule A, or add any employee, subcontractor or agent, to perform the Services without the prior written approval of the Province, which approval shall not be unreasonably withheld.
- (b) The Contractor shall:
- i. remove any employee, subcontractor or agent of the Contractor engaged in providing the Services upon the written request of the Province within the time limit indicated in such request; and
 - ii. only replace such removed employee, subcontractor or agent of the Contractor upon getting the prior written approval of the Province, which approval shall not be unreasonably withheld.

COMPLIANCE

10. The Contractor shall:
- (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services; and
 - (b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

11.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Contractor or a third party prior to the Effective Date remain the property of each party respectively.
- (c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.
- (d) The Contractor
 - i. irrevocably waives in whole all moral rights, and
 - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.
- (e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.
- (f) The Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

12.

- (a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information, that is obtained, generated, provided or

collected by the Contractor in the performance of the Services (the "Province's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the Province. The Contractor may disclose the Province's Information to employees, subcontractors or agents of the Contractor who have a need to know for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.

- (b) Subject to clause 13(b), the Contractor's obligations in clause 12(a) do not apply to information or documents which:
- i. are or become publicly available through no act or omission of the Contractor;
 - ii. are independently developed without benefit of the Province's Information; or
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- (c) The Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province's Information. The Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation.
- (d) The Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province.
- (e) The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (f) No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of the Province.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

13.

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Contractor further acknowledges that the *FOIP Act* applies to the Province's Information collected,

used or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.

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

INDEMNITY AND LIABILITY

14.

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
 - i. that party's breach of this Contract, or

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- ii. the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- (b) The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

INSURANCE

15.

- (a) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (b) The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the Services in an amount not less than \$2,000,000.
- (c) The Contractor shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Province.
- (d) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 15(a).
- (e) When requested by the Province, the Contractor shall provide evidence of endorsement to provide the Province with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

16. The relationship of the Contractor to the Province in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the Province.

NOTICES

17.

- (a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by email to the email address as follows:

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The Province: Alberta Office in Washington, D.C.
Address: Embassy of Canada
501 Pennsylvania Avenue NW
Washington, D.C., 20001
Attention: Alberta's Senior Representative to the U.S,
Email james.rajotte@gov.ab.ca

The Contractor: _____
Address: _____

Attention: _____
Email _____

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 17(a) by giving notice to the other in the manner described in clause 17(a).
- (c) Any notice personally served or sent by email shall be deemed received when actually delivered or received, if delivery or email transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

18.

- (a) The Province may at any time immediately terminate this Contract, without cause, upon written notice to the Contractor.
- (b) If this Contract is terminated:
 - i. all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Contract are the property of the Province; and

- ii. the Province shall only have to pay the Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

SAFE, SECURE AND RESPECTFUL WORKPLACE

19.

- (a) The Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.
- (b) When communicating or interacting with the Province's employees, the Contractor, its employees, subcontractors and agents shall comply with the Province's *Respectful Workplace Policy*, as amended from time to time. A copy of this policy is available from the Province's representative designated in clause 20(a).

PARTIES' REPRESENTATIVES

20.

- (a) The Province designates Alberta's Senior Representative to the U.S. of the Department of Jobs, Economy and Innovation as the Province's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).
- (b) The Contractor designates _____ as the Contractor's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).
- (c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

21.

- (a) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;

- ii. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv. the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - v. the Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - vi. the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract.

SURVIVAL OF TERMS

22. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:
- (a) clause 6 Records and Reporting;
 - (b) clause 11 Material Ownership;
 - (c) clause 12 Non-Disclosure of Information;
 - (d) clause 13 Freedom of Information and Protection of Privacy; and
 - (e) clause 14 Indemnity and Liability.

GENERAL

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23. In the case of conflicts or discrepancies among this document and the Schedules and any Schedules attached to this document, the documents shall take precedence and govern in the following order:
 - (a) The body of this document, and
 - (b) The Schedules to this document.
24. Time is of the essence of this Contract.
25. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
26. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
27. The rights and remedies of the Province under this Contract are cumulative and any one or more may be exercised.
28. The Parties may amend this Contract only by mutual written agreement signed by the parties.
29. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
30. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
31. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
32. In this Contract words in the singular include the plural and words in the plural include the singular.

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33. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by e-mailed in PDF shall constitute good delivery.

The Parties' authorized representatives make this Contract.

HER MAJESTY THE QUEEN IN RIGHT
OF ALBERTA, as represented by the
Minister of ___ Jobs, Economy and
Innovation

(Name of Contractor)

Per:

Per:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Schedule A
(Services)**1. Services**

The Contractor shall perform the Services as they are described in the RFP and the Proposal which are incorporated into and form part of this Schedule.

2. Order of Precedence

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

- (a) the RFP; and
- (b) the Proposal.

3. Human Resource Requirements

The Contractor will provide resources to perform the Services who meet the following criteria:

- (a)

4. Contractor Personnel

Subject to clause 9 of the Contract, the Contractor's resources, as specified below, will perform the Services:

Individual	Service/Project Role
<i>(Name)</i>	<i>(Role)</i>
<i>(Name)</i>	<i>(Role)</i>
<i>(Name)</i>	<i>(Role)</i>

5. Facilities

The Contractor will provide the following Facilities in order to perform the Services:

- hardware and software necessary to produce the deliverables and perform the Services;
- office space;
- paper; and
- any other miscellaneous items or expenses that will be required to undertake the work.

6. Service Delivery Approach

- A narrative of the proposed approach, reflecting the Proponent's understanding of the scope, objectives, priorities and requirements presented in this RFP;

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-
- Demonstrated knowledge of current issues facing Alberta's relationship in the U.S.;
 - A proposed work plan including major tasks, resource allocations, milestones, deliverables, dependencies, and start and end dates;
 - Strategies and proposals for potential engagements;
 - The rationale behind the Proponent's proposed team structure and composition;
 - An explanation of how the proposed approach has been successfully utilized in past work; and
 - The proposed approach to sponsor/stakeholder engagement for this Project.

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Request for Proposals
Appendix A- Contract

Schedule B
(Payment)

1. Pricing

Payments under the Contract will be as follows:

Service or Deliverable	Fixed Price
Annual Engagement Plan	
Delivery of Core services: <ul style="list-style-type: none"> • Ongoing stakeholder engagement and outreach • Verbal and written Research, analysis and advice on current or emerging issues • Message development • Support on public affairs 	
Total Fixed Price	

2. Expenses

The Contractor's pricing as specified above is inclusive of all expenses incurred by the Contractor in the performance of the Services.

APPENDIX B – Services

In accordance with any service requirements specified below, the Province requires the Contractor to perform the following:

1. Services

The Contractor will deliver the following services to the satisfaction of the Province:

- (a) Develop and implement an engagement plan for the Alberta Washington Office that encompasses current priorities and engagements with elected and non-elected officials at the U.S. federal and sub-federal levels, as well as other key stakeholders including academia, industry, and civil society;
- (b) Facilitate and schedule engagements with key stakeholders at the request of the Alberta Washington Office;
- (c) Provide input and advice on how to engage on current or emerging priorities at the request of the Alberta Washington Office, as well as information, analysis and reports on U.S. political issues using quantitative and qualitative research methods;
- (d) Provide briefings and summaries to Government of Alberta officials at the request of the Alberta Washington Office;
- (e) Provide regular reporting and analysis on key issues and contacts in the form of a monthly report, as well as an ad hoc basis;
- (f) Execute other duties pertaining to federal and state engagement, at the sole request of the Alberta Washington Office, including providing support for public engagement; and
- (g) Prepare and submit all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 et seq.), and any other reports or submissions required by U.S. law relating to this Contract.

2. Services Timetable

The Contractor shall perform the Services no later than the completion dates specified as follows:

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Request for Proposals
Appendix B- Services

Service/Deliverable	Completion Date
(a) Finalized Engagement Plan is accepted	March 31, 2022
(b) Schedule Meetings and conduct outreach	ongoing
(c) Monthly Reports on activity	ongoing
(d) Ad Hoc Reporting and analysis	As requested
(e) Briefings for Government of Alberta officials	ongoing
(f) Prepare and submit all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 et seq.), and any other reports or submissions required by U.S. law relating to this Contract	As required during the duration of this Contract

3. Facilities

(a) The Contractor will provide the following Facilities in order to perform the Services:

- hardware and software necessary to produce the deliverables and perform the Services;
- office space;
- paper; and
- any other miscellaneous items or expenses that will be required to undertake the work.

4. Standards of Care

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

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Request for Proposals
Appendix C – Proposal Submission Form

APPENDIX C - Proposal Submission Form

(Date , 20##)

Tristan Sanregret
americas.rfp@gov.ab.ca

RE: Request for Proposals (RFP) Number [RFP #C0014-22]

Proponent's Legal Name:

Mailing Address:

Contact Name:

Telephone:

Facsimile:

E-mail Address:

**ATTACHMENT #1 MANDATORY REQUIREMENTS - CORPORATE
 AND DESIRABLE PROVISIONS - CORPORATE**

Mandatory Requirements

MANDATORY REQUIREMENT(S)	MINIMUM EXPERIENCE REQUIRED
1. Demonstrated experience in government relations, advocacy, and engagement	3 years

Desirable Provisions

DESIRABLE PROVISION(S)	DESIRED EXPERIENCE
1. Demonstrated experience in government relations with a public sector entity, which included senior advisory or management consultation on projects similar to the nature, size and complexity of this Project.	5+ years
2. Demonstrated pre-existing relationships or contacts, or effectiveness in advancing key priorities	3 examples

ATTACHMENT #2 MANDATORY REQUIREMENTS AND DESIRABLE PROVISIONS - PROPOSED RESOURCES

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in this RFP, however, it is required that the Proponent resource team, at a minimum, consist of the following categories:

- A team comprising of at least two resources.

For each proposed resource, the Proposal should include the following information:

- A résumé detailing the proposed resource's education, work experience, including duration (month/year);
- The earliest date the proposed resource is available to perform the Services; and
- At least three business-related references.

Mandatory Requirement(s)	Minimum Experience	Name of Proposed Resource	Experience Claimed	Résumé Cross Reference	Employee of Proponent, Subcontractor, or Employee of Subcontractor
1. At least 2 resources with pre-existing experience in government relations or advocacy	3 years				

Desirable Provision(s)	Minimum Experience	Name of Proposed Resource	Experience Claimed	Résumé Cross Reference	Employee of Proponent, Subcontractor, or Employee of Subcontractor
1. At least 2 resources with pre-existing experience in government relations or advocacy	6 years				

ATTACHMENT #3 PRICING FORM

The pricing for the performance of the Services described in this RFP are on a Fixed Price basis, including all expenses

Anticipated Start Date: February 1, 2022
 Anticipated End Date: January 31, 2024

1. Fixed Price Services

The Proponent proposes the following Fixed Prices for completing the Services identified below:

Service or Deliverable	Fixed Price
<i>Annual Engagement Plan</i>	
<i>Delivery of Core services:</i>	
<ul style="list-style-type: none"> • <i>Ongoing stakeholder engagement and outreach</i> • <i>Verbal and written Research, analysis and advice on current or emerging issues</i> • <i>Message development</i> • <i>Support on public affairs</i> 	
Total Fixed Price	

2. Expenses

The Proponent's pricing as specified above is inclusive of all expenses and as such the Province will not be obliged to pay any expenses incurred by the Contractor in the performance of the Services.

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RFP# C0014-22**

**Request for Proposals
Appendix C – Proposal Submission Form**

Costs incurred for any Proponent resource to travel to and from **Edmonton, Alberta and Washington, D.C.** to perform the Services, and living and accommodations costs incurred while the Proponent's resource is in **Edmonton, Alberta or Washington, D.C.** are included in the Fixed Price proposed in the Pricing Form above.

3. Facilities

Whether or not the Proponent is required to provide Facilities for the proposed resource to perform the Services, the Fixed Price quoted must be inclusive of all overhead; office space and equipment including supplies, administrative burden, mark-up and all other costs to perform the Services for the duration of the performance of the Services.

Attachment #4 - Service Delivery Approach

It is mandatory that the Proposal include an approach to the Project, which should include the following:

- A narrative of the proposed approach, reflecting the Proponent's understanding of the scope, objectives, priorities and requirements presented in this RFP;
- Demonstrated knowledge of current issues facing Alberta's relationship in the U.S.;
- A proposed work plan including major tasks, resource allocations, milestones, deliverables, dependencies, and start and end dates;
- Strategies and proposals for potential engagements;
- The rationale behind the Proponent's proposed team structure and composition;
- An explanation of how the proposed approach has been successfully utilized in past work; and
- The proposed approach to sponsor/stakeholder engagement for this Project.

Proposal for U.S. Government Affairs

RFP #C0014-22

January 26, 2022



I. Proposal Submission Form

January 26, 2022

Tristan Sanregret
americas.rfp@gov.ab.ca

RE: Request for Proposals (RFP) Number [RFP #C0014-22]

Proponent's Legal Name: Crestview Strategy US LLC
Mailing Address: 2409 North Ottawa Street
Arlington, VA 22205
Contact Name: Maryscott Greenwood
Telephone: +1-202-361-1597
Facsimile: n/a
E-mail Address: msg@crestviewstrategy.com

Dear Mr. Sanregret:

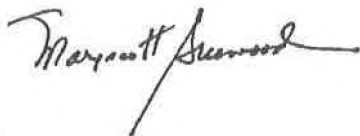
It has been our distinct honor to support Alberta's Washington Office over the past year, and we are pleased to offer this proposal to support the province's US outreach and advocacy for the coming years. We have considered Alberta's opportunities and risks in the US and have developed a new approach that expands the province's network of stakeholders and elevates key provincial officials as trusted interlocuters with US leaders and influencers.

We are pleased to partner with Capitol Counsel for this proposal, as their strengths provide the perfect complement to ours. As an example, Jonathan Kott, a partner with Capitol Counsel is a close advisor to Senator Joe Manchin, one of Washington's pivotal leaders in the current era. Capitol Counsel also has former elected officials – Democrats and Republicans – and an impressive bench strength that will be beneficial to building Alberta's program in the US in the years to come.

In the uncertain environment that defines US politics, you are wisely looking for additional eyes and ears, arms and legs. We are well suited to help you tell the Alberta story, quickly identify and respond to threats to the province's interests and mitigate risks that come from various corners of the US. We have recently launched in the US – www.crestviewcollective.com – which will give you a sense of our diversity and geographic reach, a new development this year.

Whether it is about energy, agriculture, life sciences or tourism – we are extraordinarily well placed to support Alberta's mission in the US and position you for success in the months and years ahead.

Sincerely,



Maryscott Greenwood
Partner & Managing Director
Crestview Strategy US LLC