

U.S. Department of Justice
Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by 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 this 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 .22 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 JDA Frontline Partners, LLC	2. Registration Number 7102
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3. Primary Address of Registrant
1140 Connecticut Avenue, NW, Suite 800, Washington, DC 20036

4. Name of Foreign Principal Province of Alberta, Canada	5. Address of Foreign Principal Alberta Office in Washington, DC/Embassy of Canada, 501 Pennsylvania Avenue, NW Washington, DC 20001
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6. Country/Region Represented
CANADA

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Ministry of Jobs, Economy and Innovation

b) Name and title of official with whom registrant engages
The Honourable James Rajotte, Senior Representative to the United States, The Honourable James Rajotte, Senior Representative to the United States

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.


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
03/23/2022	Trevor Francis	/s/Trevor Francis
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

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Date	Printed Name	Signature
3/23/22	TREVOR J. FRAMERS	
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

JDA Frontline Partners, LLC

2. Registration Number

7102

3. Name of Foreign Principal

Province of Alberta, Canada

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? 03/11/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Strategic communications counsel, planning, and coordination; opinion research and message testing; advertising and content creation and placement; and media and support within the United States with respect to issues of importance to the Province of Alberta.

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

Strategic communications counsel, planning, and coordination; opinion research and message testing; advertising and content creation and placement; and media and support within the United States with respect to issues of importance to the Province of Alberta.

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.

Strategic communications counsel, planning, and coordination; opinion research and message testing; advertising and content creation and placement; and media and support within the United States with respect to issues of importance to the Province of Alberta.

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

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

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

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.

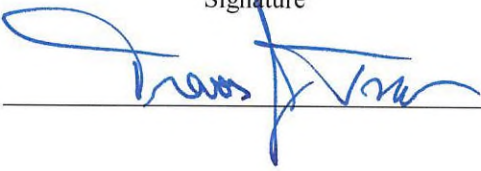
EXECUTION

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
03/23/2022	Trevor Francis	/s/Trevor Francis
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
3/23/22	TREVOR J. FRAMERS	
_____	_____	_____
_____	_____	_____
_____	_____	_____

February 23, 2022

CONTRACT NUMBER: C0015-22

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 -

JDA Frontline Partners
(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. public affairs;

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 \$2,000,000 (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 United States
Email james.rajotte@gov.ab.ca

The Contractor: JDA Frontline Partners
Address: 1140 Connecticut Avenue, NW
Suite 800
Washington, D.C. 20036, USA
Attention: Trevor Francis
Email trevor@jdaflpartners.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 Trevor Francis 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.

JDA Frontline Partners

Per:



Signature

Tristan Sansegret

Print Name

FD, International Relations + Trade.

Title

March 11, 2022

Date

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 Communication Strategy	
Core Services including: <ul style="list-style-type: none"> • Strategy development and execution • Strategic communications counsel and support • Message and content development • Developing and supporting a media relations strategy including but not limited to, educational briefings with journalists, engagement with editorial boards, and bookings on news and radio programs • Government affairs support • Legal fees to prepare and submit FARA filings 	\$50,000 per month to perform the services described in Schedule A, up to a maximum of \$1,200,000
Opinion Research, Campaign Measurement – upon completion of: <ol style="list-style-type: none"> a) Initial messaging/sentiment poll of nationwide opinion elites b) First poll (January 2023) determining reputational and awareness lifts c) Second poll (January 2024) determining reputational and awareness lifts 	a) \$60,000 b) \$50,000 c) \$50,000
Paid Advertising, inclusive of ad creative, placements and 10% commission – upon completion of: <ul style="list-style-type: none"> • Undertaking at least two media campaigns in key markets targeted on priority issues • Inclusive of, but not limited to, media placements on social channels, digital platforms, and print publications 	Up to a maximum of \$640,000
Total Fixed Price CAD	\$2,000,000

2. Expenses

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



REQUEST FOR PROPOSALS (“RFP”) NUMBER C0015-22

REQUEST FOR PROPOSAL FOR U.S. PUBLIC 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.

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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 communications strategy to support Alberta’s public engagement and communications in the U.S.

- 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.** This project has a number of objectives to support the communication needs of the Alberta Washington Office including:
 - a. **Developing and supporting a media relations and communications strategy for the Alberta Washington Office that encompasses**
 - i. arranging educational briefings between Province officials and journalists in the U.S.;
 - ii. engaging editorial boards of leading newspapers in the U.S. to discuss policy priorities;
 - iii. producing daily summary of news coverage and social media posts of interest;
 - iv. drafting and placing op-eds and editorial content for Province officials in U.S. publications of importance; and
 - v. booking Provincial officials on U.S. national, cable and regional TV outlets and news and talk radio programs in the U.S.

- b. Undertaking at least two media campaigns in key markets targeted on priority issues.
 - c. Social media monitoring and engagements.
 - d. Drafting speeches, key messages and communication material for events in which the Alberta Washington Office participates.
 - e. Providing additional government affairs support as needed including developing content and materials.
 - f. Developing and supporting the development of communication material including, but not limited to: fact sheets, background documents, brochures.
 - g. Providing additional services as requested, including advertising (such as media placements on social channels, digital platforms and print publications), polling, coalition building and supporting Alberta's outreach in Washington, D.C. and in individual states.
 - h. 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.
- 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 be expected to engage directly with international relations, trade, and communications staff in the Ministry of Jobs, Economy and Innovation while undertaking its work to ensure alignment of Government of Alberta policies and priorities.
- 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 Proponent is also expected to engage with media outlets and event organizers as needed to ensure communication materials are reflective for events or initiatives that are being undertaken.
- 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:
- a. Current Alberta-U.S. Relations paper; and
 - b. Jobs, Economy and Innovation annual report for 2020-21 fiscal year.

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 \$2,000,000.

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/Pricing	20%
2.	Products and Deliverables	20%
3.	Relationship	10%
4.	Resource Qualifications	10%
5.	Service Delivery Approach	20%
6.	Service Levels	10%
7.	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 14, 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 14, 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 LEFT BLANK INTENTIONALLY].

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.

APPENDIX A – Contract

[date], 2022

CONTRACT NUMBER: C0015-22
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. public affairs.

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*;

- (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 \$_____ (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 United States

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

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.

Jobs, Economy and Innovation
RFP C0015-22

Request for Proposals

-
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.

(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 work plan including major tasks, resource allocations, milestones, deliverables,

- dependencies, and start and end dates;
- Strategies and proposals for potential media campaigns;
 - 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.

Schedule B
(Payment)**1. Pricing**

Payments under the Contract will be as follows:

Service or Deliverable	Fixed Price
<i>Annual Communication Strategy</i>	
<i>Core Services including:</i>	<i>/month</i>
<ul style="list-style-type: none"> • <i>Strategy development and execution</i> • <i>Strategic communications counsel and support</i> • <i>Message and content development</i> • <i>Media campaigns, outreach and placements</i> • <i>Government affairs support</i> • <i>Regular reporting on media trends and activities</i> 	
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) Developing and supporting a media relations and communications strategy for the Alberta Washington Office that encompasses
 - providing strategic communications counsel and support as needed in execution of the strategy;
 - arranging educational briefings between Province officials and journalists in the U.S.;
 - engaging editorial boards of leading newspapers in the U.S. to discuss policy priorities;
 - producing daily summary of news coverage and social media posts of interest;
 - drafting and placing op-eds and editorial content for Province officials in U.S. publications of importance;
 - booking Province officials on U.S. national, cable and regional TV outlets and news and talk radio programs in the U.S.; and
 - activity reporting and measurement to quantify efforts and results.
- (b) Undertaking at least two media campaigns in key markets targeted on priority issues;
- (c) Social media monitoring and engagements;
- (d) Drafting speeches, key messages and communication material for events in which the Alberta Washington Office participates;
- (e) Providing additional government affairs support as needed;
- (f) Developing and supporting the development of communication material including, but not limited to: fact sheets, background documents, brochures;
- (g) Additional services as requested, including advertising (such as media placements on social channels, digital platforms and print publications), polling, coalition building and supporting Alberta's outreach in Washington, D.C. and in individual states; and
- (h) 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.

2. Services Timetable

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

Service/Deliverable	Completion Date
<i>(a) Developing a Communications Strategy</i>	<i>March 31, 2022</i>
<i>(b) Launch of Media Campaign 1</i>	<i>TBC</i>
<i>(c) Launch of Media Campaign 2</i>	<i>TBC</i>
<i>(d) Developing Communication Materials, Fact Sheets and Brochures</i>	<i>ongoing</i>
<i>(e) Drafting Speaking materials and key messages</i>	<i>Ongoing</i>
<i>(f) Monthly reporting on activities and metrics</i>	<i>monthly</i>
<i>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</i>	<i>As required during the duration of this Contract</i>

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.

Jobs, Economy and Innovation
RFP# C0015-22

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# C0015-22

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 public affairs engagement and issues management	3 years

Desirable Provisions

DESIRABLE PROVISION(S)	DESIRED EXPERIENCE
1. Demonstrated experience in public affairs engagement 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 experience in preparing communication plans and materials for public entities	2 projects

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:

- **Two Communications Specialists.**

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.

Communications Specialists

Mandatory Requirement(s)	Minimum Experience	Name of Proposed Resource	Experience Claimed	Résumé Cross Reference	Employee of Proponent, Subcontractor, or Employee of Subcontractor
1. <i>At least two resources with a degree or diploma in communications and 3 years communication and design experience</i>					

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 Communication Strategy</i>	
<i>Core Services including:</i>	
<ul style="list-style-type: none"> • <i>Strategy development and execution</i> • <i>Strategic communications counsel and support</i> • <i>Message and content development</i> • <i>Media campaigns, outreach and placements</i> • <i>Government affairs support</i> • <i>Regular reporting on media trends and activities</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.

Costs incurred for any Proponent resource to travel to and from **Edmonton, Alberta or 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 work plan including major tasks, resource allocations, milestones, deliverables, dependencies, and start and end dates;
- Strategies and proposals for potential media campaigns;
- 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.



**crestview
strategy**

**PROPOSAL TO THE
GOVERNMENT OF ALBERTA
FOR U.S. PUBLIC AFFAIRS
RFP #C0015-22
JANUARY 26, 2022**

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PROPOSAL SUBMISSION FORM

January 26, 2022

Tristan Sanregret
Americas.rfp@gov.ab.ca

RE: Request for Proposals (RFP) Number RFP# C0015-22

Proponent's Legal Name: JDA Frontline Partners
Mailing Address: 1140 Connecticut Avenue, N.W.
Suite 800
Washington, D.C. 20036, U.S.A
Contact Name: Trevor Francis
Telephone: 202-601-4198 (o)
202-302-1130 (m)
E-mail Address: trevor@jdaflpartners.com

Dear Mr. Sanregret,

We are pleased to present the following proposal to the Province of Alberta in support of its public affairs efforts in the United States.

The complexity and scope of the legislative and reputational landscape that the Alberta Washington Office is navigating requires the sharpest thinking in all the areas that matter — not just a few — and it requires a program that is integrated on every level.

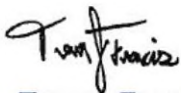
For this proposal we've formed a strong and experienced team that is unmatched in every discipline.

With the combined forces of JDA Frontline Partners (JDA) and Crestview Strategy, you can expect a rare mix of knowledge, go-to relationships with stakeholders, exceptional political instincts and deep experience in managing similar efforts. You can expect creative firepower — proven on campaigns with a similar focus — and unequaled experience integrating public relations, public affairs, stakeholder engagement and digital advocacy in support of government affairs professionals in D.C. and across the country.

And you can expect all this from a team that understands Alberta's objectives in the United States and knows how to achieve them. We've done this before, and we're ready to get to work for you once again.

Thanks again for the opportunity to participate in this RFP process.

Sincerely,



Trevor Francis
Founding Partner
JDA Frontline Partners

MANDATORY REQUIREMENTS AND DESIRABLE RESOURCES-CORPORATE

MANDATORY REQUIREMENT		Minimum Experience Required
1.	Demonstrated experience in public affairs engagement and issues management.	3 years

DESIREABLE PROVISIONS		Minimum Experience Required
1.	Demonstrated experience in public affairs engagement 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 experience in preparing communications plan and materials for public entities.	2 projects

Since 2005, JDA Frontline Partners has served as the communications partner of choice for corporations, industry associations, public entities and non-profits facing complex legislative, regulatory or reputational challenges. In the process, we have emerged as one of the leading communications and public affairs firms in Washington, D.C., steadily building our reputation by creating solutions that deliver what clients value most: meaningful, positive and measurable results.

JDA Frontline Partners has a winning track record in public affairs, digital advocacy, reputation management, media relations and design. We provide client-centric strategic communications counsel while engaging in forward-thinking, energetic advocacy for issues large and small. JDA Frontline has received numerous awards for the work we have done alongside our clients, including the North American SABRE Award for our successful #iHateTheWait campaign for Airlines for America that addressed wait times at TSA security checkpoints in airports across the country.

Our firm specializes in running – and successfully waging – public affairs campaigns involving difficult issues. Some of many examples include:

- Working with the [REDACTED] to help music creators pass once in a generation licensing reform in Congress against the well-entrenched opposition. **(4 years)**
- Working with [REDACTED] to urge Congress and the Administration to enact Trade Promotional Authority and negotiate new trade agreements benefiting American small businesses. **(3 years)**
- Working alongside America’s leading companies, JDA created a coalition— [REDACTED] —that helped Congress enact historic corporate tax reform lowering the U.S. corporate tax rate. **(8 years)**
- Working with [REDACTED] to prevent tax increases on travelers and burdensome regulations from being imposed on carriers. **(8 years)**

Crestview Strategy was launched in 2004 and founded on a methodology of winning campaign mobilization techniques from the political realm that delivers results for corporate clients across sectors and global jurisdictions. Today, Crestview Strategy has grown to become an international public affairs agency with more than 60 consultants working from our offices in Vancouver, Calgary, Edmonton, Ottawa, Toronto, Halifax, Washington D.C., and London, UK.

Crestview has been honored to work with Alberta over the past year to secure dozens of key meetings for the province's Senior Representative in Washington D.C. Over the last 20 years, Crestview's Maryscott (Scotty) Greenwood has directly represented or advised: Alberta, Manitoba, New Brunswick, Ontario, Prince Edward Island and Quebec in various capacities. Greenwood is a trusted advisor to governments, companies and non-profits, having served previously as a Congressional aide, a Presidential appointee and a City Hall staffer in Atlanta, Georgia.

Work with Public Sector Entities

The proponent and our subcontractor both have extensive experience working with public entities on projects similar to what is included in the Request for Proposal. Through these engagements, we have secured high-profile and high-impact media coverage, engaged stakeholders on our clients' behalf and helped them meet or exceed their desired public affairs objectives.

JDA Frontline/Seven Letter

- Government of Alberta (2020-2021)
- Embassy of Japan in the U.S. (2020-2021)

Additional Work for public entities by the JDA account team prior to joining JDA includes:

- Office of National Drug Control Policy (ONDCP) (2010-2012)
- U.S. Department of Energy-Los Alamos National Laboratory (2007-2009)
- State of Ohio, Office of the Secretary of State (2004-2005)
- U.S. Department of the Treasury (Bureau of Engraving and Printing) (2003-2004)

Crestview Strategy

- Government of Alberta (2020-present)
- Government of Prince Edward Island (2021-present)

MANDATORY REQUIREMENTS AND DESIRABLE RESOURCES-PROPOSED RESOURCES

Mandatory Requirement(s):

- At least two resources with a degree or diploma in communications and 3 years communication and design experience.

Minimum Experience	Name of Proposed Resource	Experience Claimed	Resume Cross Reference	Employee of Proponent, Subcontractor or Employee of Subcontractor
X	Amber McDowell	22 years	Appendix A	Employee of Proponent
X	Liza Joenler	7 years	Appendix B	Employee of Proponent
	Trevor Francis	27 years	Appendix C	Employee of Proponent
	Maryscott Greenwood	21 years	Appendix D	Employee of Subcontractor
	Beth Burke	3 years	Appendix E	Employee of Subcontractor

Earliest Start Date:

All proposed resources listed above would be available to start the engagement on February 1, 2022.

References for Amber McDowell:

Cindy Eckert

Chief Executive Officer, Sprout Pharmaceuticals and The Pink Ceiling

Cindy@ThePinkCeiling.com

Cory Crowley

Vice President, External Affairs, The National Medal of Honor Museum Foundation

ccrowley@MOHMuseum.org

Margaret Horn

Chief Development and Partnerships Officer, CenterPoint Education Solutions

maramhorn@gmail.com

References for Liza Joenler:

Jim Dyke

Founder, Jim Dyke and Associates

bear@miranapa.com

[REDACTED]
Adam Temple
Vice President, Advocacy, NFIB
adamtemple@gmail.com
[REDACTED]

Isabel Rollison
Communications Advisor, Global Public Affairs, FedEx
isabelrollison@gmail.com
[REDACTED]

References for Trevor Francis:

Tom Galvin
Founder, Vrge Strategies
toma@vrge.us
[REDACTED]

Gary Koops
Executive Vice President, Targeted Victory
Gary.koops@stagwell.com
[REDACTED]

Bill Pendergast
Partner, Brunswick Group
bpendergast@brunswickgroup.com
[REDACTED]

References for Maryscott Greenwood:

Honorable Gary Doer, Former Canadian Ambassador to the U.S. and former Premier of Manitoba
[REDACTED]

Honorable Howard Dean, Former Governor of Vermont and former U.S. Presidential candidate
[REDACTED]

Ms. Catherine Loubier, Former Quebec Delegate General in the U.S.
[REDACTED]

References for Beth Burke

Mindi Linguist, Chief of Staff, United States Senator Patty Murray
[REDACTED]

Tiffany Guarascio, Staff Director, Committee on Energy and Commerce, United States House of Representatives
[REDACTED]

Jon Sohn, Director of U.S. Government Relations for Capital Power
[REDACTED]

PRICING FORM

- The pricing listed below for the performance of Services described in this RFP are on a Fixed Cost Basis, including all expenses.
- Costs incurred by JDA Frontline Partners and/or Crestview Strategy for travel to/from Edmonton, Alberta or Washington, D.C. are included in the Fixed Prices listed below. The Fixed Price quoted is 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.
- The following prices are quoted in Canadian funds and cover the duration of the contract as specified in the RFP:

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

Service or Deliverable	Fixed Price
<i>Annual Communication Strategy</i>	
Core Services: <ul style="list-style-type: none"> • Strategy development and execution • Strategic communications counsel and support • Stakeholder engagement • Message and content development • Media campaigns, outreach and placements • Government affairs support • Legal fees to prepare and submit FARA filings 	CAD \$1,200,000
Opinion Research, Campaign Measurement* <ul style="list-style-type: none"> ○ Initial messaging/sentiment poll of nationwide opinion elites (\$60,000) ○ First poll (Jan. 2023) determining reputational and awareness lifts (\$50,000) ○ Second poll (Jan. 2024) determining reputational and awareness lifts (\$50,000) 	CAD \$160,000
Paid Advertising <ul style="list-style-type: none"> ○ Inclusive of ad creative, placements and 10% commission*. 	CAD \$640,000
Total Fixed Price	CAD \$2,000,000

*JDA will discount commissions on advertising placements to 10% from industry standard 15% for this work.

PROPONENT PROFILE

Proponent Legal Name: JDA Frontline Partners

Details of Subcontracting Arrangements:

JDA will be working alongside two subcontractors on this work should we be awarded the contract.

- o **Crestview Strategy:** Crestview Strategy was launched in 2004 and founded on a methodology of winning campaign mobilization techniques from the political realm that delivers results for corporate clients across sectors and global jurisdictions. Today, Crestview Strategy has grown to become an international public affairs agency with more than 60 consultants working from our offices in Vancouver, Calgary, Edmonton, Ottawa, Toronto, Halifax, Washington, D.C., and London, UK. Their team of subject matter experts in Canadian and U.S. markets specialize in offering their vast experience helping international brands and companies quickly enter and gain approval within both countries' legislative and regulatory frameworks. Their seasoned professionals have worked with multi-national corporations, associations, not-for-profit organizations along with municipal and provincial governments to help them achieve their strategic objectives. Crestview Strategy U.S. LLC is headquartered in Arlington, VA and has service centers located in Milwaukee, WI and Richmond, VA. More information is at www.crestviewcollective.com

For this contract, Crestview Strategy will provide strategic counsel, support media outreach and contribute to stakeholder mapping and engagement efforts. Crestview will operate under a fixed fee agreement with JDA Frontline and be paid the equivalent of CAD \$7,000 per month for the duration of this contract.

- o **Jones Day:** Jones Day is one of the premier law firms in Washington, D.C. The firm has long worked with JDA Frontline, Seven Letter and our partner companies within the Public Policy Holding Companies on Foreign Agents Registration Act (FARA) filings with the U.S. Department of Justice. Jones Day will prepare and submit all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act, and any other reports or submissions required by U.S. law relating to this contract. Jones Day will operate on an hourly and as needed basis. Based on prior experience, we estimate legal fees to be approximately CAD \$20,000 a year during this contract.

Brief Corporate Background:

JDA Frontline Partners (JDA) is a full-service bipartisan public affairs and communications agency, built on senior level counsel. We pride ourselves on a structure in which work is driven by our partners, who have experience at the highest levels of campaigns, government agencies and at some of the world's largest public affairs firms and leading corporations. We specialize in engagements in which an organization is facing a threat or opportunity related its reputation or policy objectives.

JDA has a winning track record in public affairs, digital advocacy, reputation management, media relations and design. We provide client-centric strategic communications counsel while engaging in forward-thinking, energetic advocacy for issues large and small. Our team is

defined by experience, creativity and quality and we are as skilled reaching audiences in small towns as we are at shaping the conversation inside our nation's power centers.

Related Experience:

We have developed and managed a wide variety of advocacy and education campaigns, launched coalitions and nonprofit organizations, and stewarded major corporations and associations through crises and reputation-defining moments.

JDA Frontline's and our parent company Seven Letter's current and previous corporate clients have included



References:

The following references are available to speak to the work that JDA Frontline or its parent company Seven Letter has done for them.

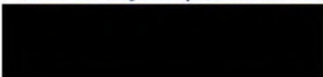


Location of Office:

1140 Connecticut Avenue, N.W.
Suite 800
Washington, D.C. 20036, U.S.A

Contact Information for Questions and Clarifications:

Trevor Francis
Founding Partner
trevor@jdaflpartners.com



Proposed Members of Our Client Team, Client Lead, and Description of Role of Each Team Member:

For this project we have assembled a team that has a track record of working collaboratively for the benefit of Alberta. Having worked together for the Alberta Washington Office over the past year, the members in this proposal work seamlessly and in a complimentary fashion for the benefit of our clients. Trevor brings extensive experience leading diverse and integrated issue campaigns while Amber draws from her background as a journalist and a communications professional in the U.S. Senate to develop winning public affairs strategies for clients. Beth has keen political insights into Capitol Hill, and Scotty knows well the stakeholders who impact the Canada/U.S. relationship and has led key bilateral advocacy efforts in Washington for over 20 years. This team will be supported by an additional 4-6 communications practitioners from JDA who have extensive experience working on efforts similar to what is proposed within the RFP.

The head office and service center for this team will be in Washington, D.C.

SERVICE DELIVERY APPROACH

Work Plan

Based on our previous work with the Alberta Washington Office, the following are among the services that we envision providing in support of this effort.

Establishing Campaign Infrastructure

Timing: February 2022

Ensuring quality service is first and foremost in everything that JDA Frontline does. Our commitment begins the day we begin working for our clients and continues throughout our relationship. Our initial activities will include:

- Establishing ongoing conference calls to coordinate activity and track progress against deliverables.
- Restarting daily news summaries highlighting U.S. news coverage and social media posts of relevance to Alberta.
- Creating a comprehensive media database of U.S. reporters, columnists, editorial boards and outlets for potential outreach.
- Establishing a shared online document collaboration site where materials may be accessed, reviewed and commented upon by all appropriate GOA stakeholders.
- Implementing a project tracker to manage tasks, collaborate and flag issues across the JDA and GOA team.
- Developing project measurement and providing monthly reporting against performance metrics.
- Filing initial Foreign Agents Registration Act (FARA) disclosure with the U.S. Department of Justice. Future filings will occur when the law requires and following periods of significant media and/or stakeholder outreach.

Deliverables

- Schedule calls and in-person meetings with client and external partners;
- Deliver daily (M-F) news summary highlighting news coverage of interest;
- Compile a comprehensive media database including all national, regional and local outlets/reporters for potential outreach;
- Develop an online collaboration site to house materials and documents supporting the effort;
- Create a project tracker to manage tasks; and
- Deliver a monthly activity report showcasing JDA's work, deliverables and outcomes achieved during the prior month.

Strategic Onboarding

Timing: February 2022

Effective communications and public affairs strategy starts by listening to the people who can best talk about Alberta's priorities in the U.S. Should we be retained, JDA will begin our work by conducting a series of interviews with key GOA officials to identify their policy and reputational

priorities in the U.S. Through this effort we will also gain an understanding about the Washington office's audience priorities and how our public affairs efforts can support their outreach to elected officials.

Deliverables:

- Conduct interviews with GOA officials; and
- Provide a summary of insights gained from each meeting and use learnings to inform research and plan development.

Opinion Polling and Message Testing

Timing: February-March 2022

At the onset of the contract, we recommend that the Alberta Washington Office field a poll of American opinion elites to gauge their opinions and awareness about the U.S.-Alberta relationship. The survey — nationwide in scope that can include oversampling in geographies important to the Province — will also inform our messaging strategy while determining what American audiences need to hear, think or know about Alberta in order to arrive at their desired level of literacy about the U.S-Alberta relationship.

Deliverables:

- Provide draft of nationwide survey for client review and comment, which assumes 3 rounds of feedback from the Province before being considered final;
- Field a nationwide poll of 1,000+ American opinion elites;
- Monitor responses and weigh sample to ensure statistical accuracy and alignment with U.S. population; and
- Prepare and deliver a presentation for GOA summarizing findings and including messaging and tactical recommendations for our program to consider.

Message and Content Development

Timing: March 2022, Ongoing

We view positioning, messaging and articulation as inseparable. Based on years of research and strategy work for clients across industries and the country, we can say with absolute certainty that how you express an issue, an idea or an initiative is as important — if not more so — than what that policy, idea or initiative is. To support our efforts with the GOA, JDA will develop messaging and a suite of content that conveys key messages to American reporters, lawmakers and stakeholders.

Deliverables:

- Review GOA's existing content, talking points and messaging materials and make recommendations for refinements and new content based on polling and campaign priorities;
- Develop a comprehensive message track to serve as a roadmap for all campaign materials, speeches, etc.;

- Create a suite of messaging tools allowing GOA spokespeople and surrogates to advance the Washington Office's key messages; and
- Create and manage all content and collateral material in support of our U.S. public affairs efforts. The content we will create includes:
 - Fact sheets, backgrounders and one-pagers
 - State specific fact sheets
 - Talking points and reporter backgrounders in advance of media interviews
 - Educational presentations
 - Brochures
 - Infographics
 - Speeches, key messages and communications materials for events in which the Alberta Washington Office participates

Media Relations

Timing: February 2022, ongoing

JDA brings decades of combined experience with an extensive track record of securing favorable news and editorial coverage. Identifying the right media outlets and educating the right reporters ahead of any news moments will help ensure GOA's perspective is incorporated into future coverage. Throughout our engagement with the GOA, we will routinely secure media opportunities for GOA spokespeople with print, broadcast and editorial reporters. We will also produce and place a series of opinion-editorials – including working with you to select the voices, messages and outlets, and then drafting and pitching the op-eds. We will also draft and submit letters to the editor to respond to key moments in the news.

Initial recommendations for media campaigns can be found in the [Strategies and Proposals for Potential Media Campaigns](#) section of this proposal.

Deliverables:

- Produce earned media strategies for 2022 and 2023 which will be updated quarterly and used to inform how our efforts will be measured;
- Provide a daily news summary highlighting media coverage and notable social posts;
- Identify key reporters and columnists for outreach and schedule briefings with spokespersons and/or third-party validators;
- Identify moments for shaping stories and proactive outreach;
- Arrange educational briefings between Provincial officials and journalists in the U.S.;
- Arrange meetings with editorial boards at leading news outlets allowing the Province to discuss policy priorities;
- Draft and place an ongoing series of op-eds and columns for Provincial officials in U.S. publications of importance;
- Book Provincial officials on U.S national, cable and regional TV outlets and news and talk radio programs in the United States;
- Create background material for reporters/columnists; and
- Help prepare Provincial officials for press interactions by providing talking points, training, guidance as well as the necessary background, including the reporter's previous relevant work and a set of goals for each meeting/interview.

Advertising

Timing: March 2022 (Plan and Creative), Timing TBD for Ad Campaigns

JDA has extensive experience working with clients to craft comprehensive and effective advertising strategies that identify and inform audiences, enhance reputations and respond to opportunities as they emerge. As part of our engagement with the Alberta Washington Office, we envision episodic advertising flights with ads appearing on websites of local and national news outlets and specific audience targeting in key geographies that raise awareness about Alberta's policy and reputational priorities.

Deliverables:

- Develop a broad advertising strategy including approaches for how to reach, inform and persuade specific audiences – including elite lawmakers, policymakers and influencers;
- Identify our target audiences and the platforms for reaching them;
- Produce ad treatments, storyboards and creative for client review and approval;
- Place advertising according to approved ad plan; and
- Provide weekly ad metrics and a campaign dashboard allowing the GOA to track audience reach and assess return on investment.

Tracking Polling to Gauge Progress

Timing: January 2023, January 2024

Public opinion will play an important role at the onset of this campaign in determining the messages that we will need to convey and how our target audiences respond to them. We will also use polling to gauge the effectiveness of our public affairs efforts by fielding surveys at the end of each year of the contract allowing us to measure the results of the campaign and gauge how public perceptions have changed.

Deliverables:

- Draft opinion surveys in Dec. 2022 and Dec. 2023 for client review;
- Field polls focused on key audiences and/or geographies to determine how their views of Alberta have changed over time;
- Monitor responses and weigh sample to ensure statistical accuracy and alignment with U.S. population; and
- Prepare a presentation for GOA summarizing findings and offering program refinements to consider moving forward.

Strategies and Proposals for Potential Media Campaigns

While Alberta's key audiences in the U.S.—policymakers, policy influencers and opinion elites—will be reached directly by Alberta's Washington Office and officials from the province, we must surround those individuals with a steady stream of content to reinforce the messaging that is being delivered to them privately. As such, earned and paid media will play a central role throughout this effort.

The strategy behind our recommended earned and paid media activities throughout this effort includes:

1. Positioning Alberta as a secure energy supplier and job creator of choice for the U.S. We'll do so by:

- Illustrating the invaluable energy partnership between the Province and the U.S.
- Reinforcing that America's energy needs and the transition to a zero emissions future require fossil fuels from Alberta for the foreseeable future.
- Demonstrating the linkage between Alberta's energy and U.S. jobs and economic security.
- Drawing contrast between oil supply from Alberta vs other foreign sources (Venezuela, Saudi Arabia, etc.).

2. Establishing Alberta as a global leader in environmentally responsible energy production. We'll do so by:

- Highlighting the Province's stewardship of the oil sands.
- Reinforcing Alberta's commitment to responsible oil and gas development and innovations in carbon management over the years.
- Emphasizing Alberta's strong environmental legacy (putting a price on industrial emissions, carbon capture, etc.)
- Establishing Alberta's commitment to reducing emissions and ability of attracting investments in renewable energy.

3. Educating American audiences about the breadth and depth of the Alberta contribution to North American prosperity in other sectors beyond energy such as food/agricultural products, tourism, etc. We'll do so by:

- Highlighting examples and regions where Alberta is instrumental to the U.S. economy.
- Spotlighting private sector partnerships that transcend the border.

Recommendations for potential media campaigns include the following:

1. Position Alberta as a reliable and accessible trading partner to the U.S. during a time of economic instability.

Description: America's supply chain is under duress. While the holiday season didn't lead to the disruptions many predicted, the issue remains front and center. Containers continue to pile up in ports and warehouses, while "out of stock" notifications remain prevalent. At the same time, prices that Americans are paying at the gasoline pump are historically high, and experts predict that prices will continue to climb over the next few months before finally retreating below these high levels at the end of 2022. Experts also predict a rapid escalation in gas prices should there be a conflict in Eastern Europe.

Through the following, we would help create a better understanding about the importance of Alberta and its \$77.5 billion in annual exports to the U.S. and to the American consumer.

- Op-ed by Premier Kenney in prominent regional news outlet (ex. *Cleveland Plain Dealer, Detroit Free Press*).
- One-on-one briefings with leading economic and trade reporters in the U.S. highlighting 2021 export data. Our targets would include reporters from the *Wall Street Journal, Bloomberg, Reuters* and the *Associated Press*.
- TV and/or radio interviews (ex. *Fox Business, NPR's Marketplace*) with Premier Kenney highlighting importance of Canadian energy to the U.S. during a time of economic uncertainty.

2. Showcase Alberta as a leader in responsible energy production and a potential model for the U.S. to follow.

Description: While things may change and various initiatives may yet still move forward, President Biden's climate agenda has largely been sidelined in the U.S. Senate. Policymakers have yet to come up with an alternative to the climate provisions in the Build Back Better Act, and there is increased pressure from the climate community for the Biden Administration and Congressional leadership to articulate an environmental strategy moving forward.

To advance awareness of Alberta's commitment to responsible energy, we could:

- Write and place an op-ed by an Alberta official marking the 15th anniversary of the Province imposing carbon pricing and the results that have been realized.
- Hold a roundtable with environmental policy reporters about Alberta's sustainability efforts and how various policies may be suitable for the U.S.

3. Surround Alberta's offices in the U.S. with local media placements reinforcing relationship between the U.S. and Alberta.

Description: We understand that Alberta's Washington Office will be opening trade offices in cities such as Denver, Chicago and Seattle. The opening of these offices — and the Province's preexisting office presence in other U.S. cities — provide a natural opportunity to forge relationships with the media and communities in those cities.

For each city in which Alberta maintains or will soon have an office, we would:

- Use the opening of new offices to pitch and place GOA officials on local broadcast outlets highlighting the Province's presence and vision for the office.
- Conduct deskside meetings between a GOA official and business reporters/columnists in each market to establish relationships and highlight data and other narratives to influence their future coverage.
- Establish connections with the editorial boards of the leading news outlets in each city.
- Create and distribute a brief email to local media and stakeholders on a regular basis to provide updates about the Province and ensure that it remains top of mind.

Explanation of How the Proposed Approach Has Been Successfully Utilized in Past Work

Many firms count hours. JDA counts results. We work with our clients to create a baseline of quantitative measures, define success and then work until we have met or exceeded expectations. We'll measure our efforts with Alberta's Washington Office by implementing a series of qualitative and quantitative metrics that include outputs and outcomes.

Outputs

- o Content developed
- o Media engaged
- o Stories and/or op-eds placed
- o Supportive voices identified and deployed

Outcomes

- o Increased share of voice in U.S. media coverage
- o Growth in the number of Alberta's advocates in the U.S.
- o Greater awareness about importance of U.S-Alberta relationship (as measured by polling detailed on [page 14](#))
- o Greater support for Alberta's policy and reputational priorities in the U.S. (as measured by polling detailed on [page 14](#))

Today's dynamic public affairs arena rewards those who bring multiple forces to the table: lobbying, earned media, issue-focused advertising and stakeholder engagement. JDA has a long track record of uniting these and other disciplines together, which has helped our clients realize their desired policy and reputational objectives. A few examples of our work in this space include:

█ Since 1976, █ has quietly operated its purified terephthalic acid (PTA) manufacturing facility as a significant employer and good neighbor on a site near the █ in Charleston, South Carolina. █ leadership retained JDA Frontline to help develop allies and supporters and educate policymakers on issues impacting the plant and about █ contributions to the local community. JDA crafted and implemented a communications program to raise the profile of █ and inform key stakeholders and broader audiences about the positive impact that █ was having in communities such as those in South Carolina.

JDA's high-visibility communications campaign raised the profile of █ and served to:

- o More clearly communicate █ position as a good neighbor and responsible employer with a legacy of community involvement and environmental stewardship;
- o Help develop positive relationships with and build support from lawmakers, regulators and other prominent community members; and
- o Put █ in a strong position to identify and activate third-party supporters and advocates going forward.

█: The 2016-2017 legislative cycle proved to be a pivotal time for the future of self-driving cars. The race was on for automakers and technology titans alike to reshape the auto industry and capitalize on the autonomous vehicle revolution that is estimated to be an \$87

billion opportunity by 2030. Working directly with [REDACTED] self-driving car policy and government affairs teams, JDA Frontline executed a campaign aimed at building organizational supporters and mobilizing them to advocate for legislation in their home states.

JDA equipped third-party validators with all the necessary components required for legislative victories. We also complimented each legislative initiative with public affairs activities, which included earned media placements, grassroots activation and stakeholder deployment. [REDACTED] set out with a goal to change legislation in five states. As the last of the legislative sessions came to a close, eight states enacted favorable laws that paved the way for the testing and future deployment of self-driving cars.

[REDACTED]: When JDA Frontline began working with the [REDACTED], the music industry had changed dramatically over the past decade, but U.S. copyright law was not keeping up. Due to a loophole in federal copyright law, music creators who recorded songs before 1972 were not compensated for their work on streaming and satellite platforms, and there was no clear mechanism for sound producers to receive royalties. For more than thirty years, music creators went without pay for their work. Our goal was to convince Congress to right this injustice. Through the [REDACTED] an organization of industry leaders including [REDACTED]

[REDACTED] JDA Frontline ran a multi-faceted public affairs campaign that helped build a groundswell of support for our position, and then got the legislation across the finish line in Congress.

Proposed Approach to Sponsor/Stakeholder Engagement for this Project

Throughout this project we will work with Alberta's Washington Office to build a cacophony of supportive voices surrounding your key audiences. Our proposed approach for doing so is as follows.

- We will facilitate a series of meetings aimed at identifying a bench of surrogates capable of supporting this effort. Stakeholders for focus would include:
 - Lawmakers (federal, state, local) in geographies important to Alberta
 - Regulators
 - Alberta companies/employees doing business in the U.S.
 - Labor unions
 - Governmental organizations (i.e. Council of State Governments)
 - Regional economic organizations
- Against the organizations identified, we will map Alberta's existing relationships against priority communities/stakeholders and identify relationship gaps among priority stakeholders.
- We will identify potential surrogates/allies (i.e. landowners, forestry experts, etc.) capable of echoing and/or validating Alberta's messaging.
- We will work with you to assign "ownership" for communications and engagement.
- We will build and maintain a stakeholder database containing contact information and engagement history among stakeholders in each community.
- We will develop an engagement strategy governing timing, ownership and nature of engagement.

APPENDICES

Appendix A: Resume of Amber McDowell

Amber McDowell
[REDACTED]

Professional Experience

Seven Letter, Washington, D.C., April 2013-present

Partner

- Senior leader and manager of client teams and portfolios covering a broad cross-section of issues, including health care, gender equity, food safety, transportation, human rights and consumer wellness
- Talented writer and storyteller, with expertise in distilling complicated issues into compelling narratives designed to advance clients' goals
- Extensive experience in helping clients navigate business and reputational threats in an ever-evolving media and policy landscape, with a particular focus on reputation management, issue advocacy and crisis communications
- Member of the Seven Letter management team, with responsibilities that include client services, new business development, personnel management, budgeting, and marketing
- Examples of Amber's previous client work include:
 - Managing the creation, launch, and communications and advocacy efforts of Even the Score, a coalition of national women's organizations that successfully pushed for FDA approval of a groundbreaking medical treatment for women. The New York Times said that "the controversial campaign ... helped tip the balance for [the drug], which had been rejected twice by the FDA."
 - Overseeing branded educational campaigns to accelerate the pace of federal license and facility approvals
 - Serving as a senior strategic advisor for an association of the nation's top health care insurers
 - Managing communications for the launch of a new national mental health initiative, executing a strategy that resulted in broad national coverage of the initiative's inaugural events

United States Senate, Washington, D.C., August 2009–April 2013

Communications Director, U.S. Senator Mary L. Landrieu

- Developed and implemented comprehensive communications strategies in support of the Senator's policy and legislative priorities
- Managed a six-person communications team for the Senator's personal office, as well as the Senate Small Business Committee
- On-the-record spokeswoman, establishing and maintaining long-term professional relationships with members of the media

- Managed crisis situations, including the Senator's communications response to Hurricane Isaac – which devastated dozens of communities in southeast Louisiana in August 2012
- Spearheaded reform of the Senator's stakeholder outreach efforts
- Robust record of successful placements in national media outlets, including the New York Times, Washington Post, Wall Street Journal, and Los Angeles Times, among others. Regularly secured interviews for the Senator with national television outlets, including CNN, MSNBC, CNBC, FOX, BBC, and PBS

Press Secretary & Speechwriter, U.S. Senator Tom Udall

- Developed and implemented communications strategy at the state and national levels
- Managed all written communications materials, including speeches, letters, video scripts, op-eds, letters to the editor and online content for wide-ranging distribution
- Served as on-the-record spokeswoman, establishing and maintaining relationships with the state and national press corps
- Assisted in management of four-person communications office

Campaign for Tobacco-Free Kids, Washington, D.C., July 2007–August 2009

Director, State Communications

- Developed and implemented multi-state communications strategies for earned and paid media campaigns (legislative and ballot) nationwide
- Worked with media consultants, pollsters, and researchers to develop messages, determine target audiences, draft creative, and implement print and broadcast advertising programs
- Spokeswoman at state and national levels for tobacco control issues
- Drafted/edited press releases, editorial board memos, op/eds, letters to the editor, website and other material for distribution to media, the field, and publication in news outlets
- Developed speeches for delivery by the Campaign's chief executive officer
- Managed grassroots and direct voter contact programs including paid phones, direct mail and GOTV programs for state ballot and legislative campaigns

State of Tennessee, Nashville, TN, November 2004-July 2007

Speechwriter for Governor Phil Bredesen

- Researched and drafted all speeches for a wide variety of audiences and venues
- Worked closely with the Governor and staff to develop messaging on issues spanning the range and reach of state government, from health care and education to public safety and the economy
- Member of the Governor's communications team, assisting with message development and media relations

Bredesen for Governor 2006, Nashville, TN, May 2006–November 2006

Press Secretary

- On-the-record spokeswoman for Tennessee Governor Phil Bredesen's re-election campaign
- Participated in message development, drafted collateral materials, and facilitated relationships with members of the media in Nashville and during travels statewide with the Governor

- Coordinated media outreach and coverage throughout campaign, including the development of strategic plans for major events including Campaign Kickoff Week and Election Night

The Associated Press, Nashville, TN, April 2000–November 2004

Newswoman/Political Reporter

- Played key role in coverage of state of Tennessee for The Associated Press, the world's oldest and largest newsgathering organization
- Statehouse beat reporter covering the Tennessee General Assembly, the Governor's Office, and a member of the reporting team for the 2002 and 2004 election seasons
- Supervised state report, including the editing and transmitting of copy for print and broadcast lines

Education

The George Washington University, Washington, D.C.

Master of Professional Studies in Political Management – 2009

University of Tennessee at Chattanooga, Chattanooga, TN

Bachelor of Arts, Communication – 1999

Appendix B: Resume of Liza Joenler

Liza Crawford Joenler
[REDACTED]

Professional Experience

JDA Frontline Partners, Washington, D.C., September 2015-present

Director, December 2019-present

- Develop creative, targeted campaigns to help corporate, non-profit and trade association clients achieve complex policy goals.
- Serve as day-to-day contact for clients.
- Implement public affairs and advocacy campaigns.
- Provide strategic communication counsel.
- Develop messaging.

Manager, September 2017-December 2019

- Assisted in the development and execution of strategic communications campaigns.
- Developed media strategies and secure media placements.
- Developed content to communicate nuanced policy issues to a range of audiences.
- Managed rapid response communications efforts.
- Lead graphic design work.

Account Executive, December 2016–September 2017

- Assisted in content creation.
- Lead graphic design work.
- Secured media placements and prepare clients with reporter background information.
- Conducted research on policy issues and media climate.

Press Assistant, September 2015-December 2016

- Conducted media monitoring and deliver recommendations for response.
- Conducted media outreach and arrange interviews.
- Created social media strategies and content.

American Red Cross National Headquarters, Washington, D.C., June 2014-August 2014

Media Relations Intern

- Performed media research and analysis
- Assisted in compiling media analyses for the quarterly reports for the Board of Directors.
- Created training materials for local chapter communicators.
- Wrote and edited press releases, blog posts and stories for the Red Cross website.

Education

The University of Miami, Miami, FL

B.S. Public Relations, 2015

Graduated Cum Laude

Appendix C: Resume of Trevor Francis

Trevor J. Francis

Professional Experience

JDA Frontline Partners, Washington, D.C., 2013-present

Founding Partner

- Provide strategic communications, media relations and issues management counsel to clients confronting reputational or public policy challenges.
- Responsible for the strategic execution of our client's objectives and goals.
- Manages account workflow, staffing etc. to ensure client satisfaction
- Review all prospective clients to ensure fit and that they are free of conflict.

Fleishman-Hillard, Washington, D.C., 2010-2013

Senior Vice President & Partner

- Client Leader for broad cross section of business to business, consumer, and business to government clients.
 - Served as senior communications, media and strategic counselor to client leadership.
 - Developed and manage strategic communications and engagement plans allowing clients to improve relationships with key stakeholders.
 - Lead and managed multiple complex projects, often cross-border and cross-network.
 - Managed the key financial metrics of client relationships, including client contribution, revenue and working capital.
- Leader in firm's corporate reputation and public affairs practices.

Republican National Committee, Washington, D.C., 2009

Communications Director

- Created and led operations of the Communications/Research Department.
 - Led transition from previous campaign cycle, realigning department and hiring team of 35 tasked with carrying out the Communications and Research responsibilities of the party.
 - Led and oversaw Research, Media/Blogger Relations, Broadcast, Rapid Response and Bracketing operations of the RNC. Key partner in developing paid media campaigns.
 - Developed and oversaw '09 budget of \$5 million.
- Developed strategies utilizing earned and paid media, technology and research to effectively advance the party's message and agenda among key stakeholders including Capitol Hill, grassroots, state leadership, elected officials, general public, donors and others.
- Oversaw issues management for RNC, identifying potential and actual vulnerabilities, developing responses, strategies to reassure audiences and plans for long-term recovery.

- Worked with senior management, elected officials, party strategists and candidates to develop strategies and cohesive messages aimed at furthering political and fundraising objectives.
- Strategic partner with Capitol Hill leadership and staff on policy and political issues.
- Served as RNC's senior spokesperson and communications strategist, advancing storylines with media aimed at building long-term narratives to advance party or candidate objectives.
- Developed communications strategies for RNC departments allowing for coordinated message and creation of desired attributes defining party and opponents among key audiences.
- Lead communications strategist for RNC tasked with coordinating efforts and engaging key internal and external stakeholders on strategic priorities, including 2009 elections, health care reform and positioning party for 2010 elections.

Burson-Marsteller, Washington, D.C., 2003-2009

Managing Director, 2007-2009 Director, 2003-2007

- Experienced and seasoned crisis and issues management counselor, often managing issues that involve high-profile political and public sensitivities or controversial subjects. Experience includes litigation communications; developing strategy and preparing witnesses for Congressional testimony; and developing strategic responses to high-profile issues and news coverage.
- Global client leader for one of agency's top-10 accounts by revenue.
- Developed and oversaw overall communications and media programs for a portfolio of federal and state government, corporate and non-profit clients.

U.S. Department of Commerce, Washington, D.C., 2001-2003

Press Secretary

- Responsible for developing, directing and executing communications and earned media plans for the secretary and department officials, complete with milestones and measurements, to help achieve strategic goals.
- Planned and executed Secretary Donald L. Evans' day-to-day earned media activities attracting local, national and international news coverage.
- Oversaw development of departmental communications strategies in concert with legislative, public liaison and public policy functions of department.
- Worked with political and career personnel to proactively identify and then manage issues resulting from the work of the department and/or its agencies.
- Served as the secretary's primary spokesman.
- Wrote news releases, talking points, op-ed articles and prepared daily briefing materials for the secretary and deputy secretary.
- Top secret security clearance.

U.S. Department of State, Washington, D.C., 2001

Press Program Officer, Bureau of Public Affairs-Foreign Press Center

- Assisted with the development and execution of public diplomacy campaigns. Responsibilities included articulating U.S. foreign policy to non-domestic journalists concerning Bush Administration policies and diplomatic efforts.
- Detailed to the White House in support of President Bush's first trip to Europe and participation in the Summit of the Americas held in Quebec City, Quebec, Canada.

- Devised and coordinated media opportunities for foreign journalists covering the U.S. government.
- Top secret security clearance.

George W. Bush for President, Austin, TX, 1999-2000

Lead Press Advance Representative

- Chief liaison to national press corps, ensuring logistical requirements.
- Devised and oversaw implementation of message and photo opportunities of the candidate consistent with the campaign's communications strategy.
- Ensured that the "picture and message of the day" was included in the news coverage of campaign events.
- Coordinated all communications- and media-related aspects of campaign events.

Education

The George Washington University, Washington, D.C.

B.A. Political Science, 1995

Appendix D: Resume of Maryscott Greenwood

Maryscott Greenwood
[REDACTED]

Maryscott (Scotty) Greenwood is a seasoned advisor with over 20 years of experience in government relations, preceded by 15 years in government and politics. A recognized expert on Canada/U.S. issues and political dynamics in Washington D.C., Greenwood advises governments, non-profits and corporate clients about how to successfully navigate the public policy environment in which they operate.

Professional Experience

Crestview Strategy U.S. LLC, Washington, D.C., June 2019–present
Partner and Managing Director

Dentons U.S. LLC, Washington, D.C., July 2015–June 2019
Managing Director and Federal Practice Group Co-Leader

McKenna, Long & Aldridge, Washington, D.C., April 2001–June 2015
Managing Director

Canadian American Business Council, Washington, D.C., 2001-present
Chief Executive Officer

Office of the Mayor, City of Atlanta, Atlanta, GA, 1993–1997
Director of Intergovernmental Affairs

Democratic Party of Georgia, Atlanta, GA, 1988–1993
Executive Director

Education


University of Vermont, Burlington, VT
Bachelor of Arts, 1988

Harvard University, JFK School of Government, Cambridge, MA
Program for Senior Executives in State and Local Government, 1995

Stanford University, Directors College, Stanford, CA
Program for Public Company Directors on Corporate Governance, 2019

Appendix E: Resume of Beth Burke

Beth Burke



Professional Experience

Crestview Strategy U.S. LLC, Washington, D.C., 2020 - present
Senior Consultant

Mike Bloomberg 2020, February 2020-April 2020
Deputy Political Director

Office of the U.S. Senator Patty Murray, Washington, D.C., April 2012-February 2020
Senior Director of Strategic Planning and Operations

U.S. Export-Import Bank, Washington, D.C., September 2011-April 2012
Political Appointee

McGuire Woods, Washington, D.C., 2010-2011
Executive Director for the Honorable Evan Bayh

Office of U.S. Representative Anthony Weiner, Washington, D.C., 2009-2010
Office Manager and Scheduler

Presidential Inaugural Committee, Washington, D.C., 2009
Deputy State Desk for Ohio

Ohio Campaign for Change, Akron, OH, 2008
Field Organizer

Zimmerman, New Berlin, WI, 2007-2008
Membership Director

Doctor's Associates Inc., Milwaukee, WI, 2004-2007
Business Consultant

Education

University of Wisconsin, Eau Claire, WI
Bachelor of Arts, History Liberal Arts