

Board of Directors Searches for Calgary Economic Development Ltd. and Opportunity Calgary Investment Fund Ltd.

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Issued: December 7, 2020

Responses Due: January 5, 2021

**Calgary Economic Development Ltd.
Opportunity Calgary Investment Fund Ltd.**

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2. Introduction

Calgary Economic Development Ltd. (CED) and Opportunity Calgary Investment Fund Ltd. (OCIF) invites qualified firms to submit a proposal for the above titled Request for Proposal (RFP). A proposal, in electronic form, must be submitted as outlined in clause 18.

3. Timelines*

RFP Release	December 7, 2020
Deadline for Questions	December 17, 2020
Proposal Submission Date	January 5, 2021
Meetings with Short-Listed Vendors (if required)	January 11-15, 2021
Bid Notification Date/contract with Vendor signed	January 21, 2021
Vendor and Committee to meet to review the posting and skills matrix	January 25 – 29, 2021
Search begins	January 29, 2021 – February 28, 2021
Review of applications and shortlisted candidates by CED/OCIF	March 1 – April 21, 2021
Interviews and Selection	March 1 – April 21, 2021

*Ideal timeline, subject to negotiation

4. Definitions

"CED" means Calgary Economic Development Ltd.

"OCIF" means Opportunity Calgary Investment Fund Ltd.

"Request for Proposal (RFP)" means this document including attached appendices.

"Contracting Manager" means the person identified in clause 15 of this RFP.

"Vendor" means an organization responding to this RFP.

"Proposal(s)" means a Vendor's response to this RFP and includes all of the Vendor's attachments and presentation materials.

"Selection Committee" means the committee that will be reviewing RFP proposals and overseeing work on this project. The committee is made up of representatives from CED/OCIF.

"Services" means the duties, tasks, and responsibilities as described in this RFP.

5. Standard Form Contract

By submitting a Proposal, a Vendor acknowledges it agrees that the terms and conditions of this RFP are incorporated by reference into its Proposal. If a Vendor's Proposal is accepted the Vendor will be expected to execute CED's/OCIF's standard contractor agreement. Vendors who are unwilling to abide by these standard terms and conditions should not submit a Proposal.

6. Vendors Questions

All questions regarding this RFP must be directed in writing to the Contracting Manager. Enquiries and responses may be recorded and may be distributed to all Vendors.

The Vendor must immediately notify the Contracting Manager in writing of any ambiguity, divergence, error, omission, oversight, or contradiction in this RFP discovered by the Vendor and request whatever clarification is required to prepare the Vendor's Proposal.

In order for CED/OCIF to deal effectively with Vendor questions or concerns about any terms, conditions or requirements of this RFP, including the standard terms and conditions, such questions or concerns must be communicated in writing to the Contracting Manager in accordance with the Timeline indicated in item (3) above. Questions received after this time will be answered if, in the opinion of CED/OCIF, time permits.

7. Conflict of Interest

Vendors must fully disclose, in writing, to the Contracting Manager on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest between the Vendor and CED/OCIF and/or the Selection Committee. CED/OCIF may reject any Proposal where, in the opinion of CED/OCIF, the Vendor is or could be perceived to be in a conflict of interest.

8. Vendor Expenses

The Vendor is responsible for all costs of preparing and presenting its Proposal.

9. Confidentiality

All information provided by or obtained from CED in any form in connection with this RFP either before or after the issuance of this RFP, including any intellectual property information is the sole property of CED and must be treated as confidential; is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract; must not be disclosed without prior written authorization from CED; and must be returned by the proponents to CED, or destroyed if held in electronic format, immediately upon the request of CED.

10. Pricing

All Proposals will be issued in Canadian dollars.

11. Background

a) Calgary Economic Development Ltd.

Calgary Economic Development Ltd. (CED) is the lead economic development agency that markets the Calgary Region's competitive advantages and pro-business climate of Calgary within Canada and across the world. Through business retention, expansion, and investment attraction activities and in collaboration with business, community and government, CED plays an integral role in promoting and facilitating sustainable economic growth and prosperity. The organization's efforts are focused on the following four areas:

- Business investment and attraction
- Business retention and expansion (including trade development)
- Research, marketing and communications
- Workforce innovation

CED is a not-for-profit corporation providing an array of unique programs and services for economic development and retention, trade development, workforce development, community marketing, business research and policy development to help businesses grow and prosper in the Calgary Region.

b) Opportunity Calgary Investment Fund Ltd.

In response to the current economic environment in Calgary, The City of Calgary established the Opportunity Calgary Investment Fund Ltd. as a tool to fund, attract and support transformative investments in the city. The \$100-million fund offers opportunities for private sector companies, non-profits and public institutions making transformative investments in Calgary that will serve as catalysts to increase the viability of projects that can facilitate economic development in Calgary in the short, medium and long term.

12. Purpose of the Project

CED is searching for one Board Director, and OCIF is searching for two Board Directors, to help lead the respective organizations move forward.

a) CED/OCIF Director requirements

- Establish strategic objectives, values framework and operating principles.
- Govern according to policies and planning processes which are reviewed periodically.
- Oversee development and approval of long-term corporate plans, approve annual budgets and provide general financial oversight business and operations.
- Ensure there are sufficient resources to finance programs adequately.
- Account to the Board for services and expenditures of funds.
- Conduct performance and effectiveness reviews of management, the Chair and the Board as a whole.
- Fulfill all other legal requirements and obligations of a Director.
- Be informed of the articles of incorporation and legislation, By-laws, Unanimous Shareholder Agreement, mission, values, and policies which pertain to the duties of Directors.

- Exercise care, due diligence and skill in the performance of duties.
- Be willing to serve on Board committees and Task Forces as required.
- Attend Board meetings regularly, read all meeting materials beforehand and be prepared for discussion and vote from an informed perspective.
- Know and respect the distinction in the roles of the Board and management.
- Comply with the Code of Conduct.
- Participate in Board orientation, and ongoing training and education as requested.

b) Term of Office

Directors are appointed for a three (3) year term and are eligible for re-election to a maximum of six (6) consecutive years.

c) Qualifications

OCIF is looking for volunteer Board Directors with previous Board experience. The application is open to candidates of all backgrounds, but right now we are particularly interested in candidates with experience with a financial or legal designation, development/real estate experience and candidates that can contribute to racialized and/or minoritized diversity of the Board. Diversity includes but is not limited to sex, gender, sexual orientation, Indigeneity, race, ethnicity, disability/accessibility needs, and age.

13. Objective of the Project

To hire one CED Board Director and two OCIF Board Directors following a rigorous search to attract a diverse and qualified set of candidates. The candidate pool ideally should be 50% from traditionally minoritized groups including women; Black, Indigenous, People of Colour (BIPOC); LGBTQ2S+; and people with disabilities/accessibility needs.

14. Deliverables

1. Preparation of advertisements for the roles.
2. Post positions and actively search for applicants; preference for Vendors with experience with similar projects in the past and Vendors that have access to, or actively use, databases that are focused on racialized and/or minoritized groups.
3. Vet applicants and prepare a final list of well qualified candidates for each position.
4. Set up with interviews with short-list candidates and selection committee at offsite location
5. Liaison between candidates and selection committee
6. Perform all reference checks, background and personality testing
7. Ongoing reporting to the selection committee
8. Assist with final offer to the candidate

15. Fees and Payment Terms

Proposals should include a breakdown of the Vendor's fees and disbursements in completing the services. CED/OCIF's preference is to receive flat fee quotes. Please identify any proposed milestones upon which fees will be payable.

16. Contracting Manager

For the purposes of the provisions of information surrounding this contract or the administration of the contract, the contracting manager is:

Calgary Economic Development Ltd.
Attention: Sheila Will, CFO&COO

32nd Floor, 500 Centre St SE
Calgary, Alberta T2G 1A6
Canada

Telephone: (403) 221-7891
Fax: (403) 221-7928
Email: swill@calgaryeconomicdevelopment.com

17. Proposal Evaluation Criteria

Vendors should be aware that certain mandatory requirements have been set out in the 'Evaluation' criteria in Appendix A. Proposals that fail to provide these requirements may not be evaluated.

18. Submission Information

Proposals must be received via email by 16:00 MDT, January 5, 2021 ("Deadline"):

Attention: Sheila Will, CFO
swill@calgaryeconomicdevelopment.com

- CED/OCIF may not consider any Proposal that:
 - Is received after the Deadline;
 - Does not indicate the RFP title, Deadline date, and the Vendor's name, in the email in response to the RFP; and
 - Is delivered in a form other than email.
- After the Deadline, CED/OCIF may post the identity and addresses of the Vendors

19. CED/OCIF Reservation of Rights and Vendor's License Grant

CED/OCIF reserves the right:

- To not consider, or to reject, any or all Proposals in whole or in part for any reason whatsoever in its sole and absolute discretion;
- To accept any Proposal in whole or in part, even if it does not comply with the terms of this RFP;
- To short list Vendors, and require a presentation by the Vendors short-listed and/or the provision of additional information by such short-listed Vendors;
- To, at any time, add, delete or modify this RFP and to have the Vendors advise CED/OCIF of the effect of such changes on their Proposal and/or have the Vendors resubmit their Proposals in light of same;

- To negotiate at any time with any one or more of the Vendors to the exclusion of the other Vendors; and
- To not proceed, for any reason, with this RFP or the project contemplated in this RFP.

By submitting its Proposal for consideration, the Vendor will thereby be agreeing to all of the following:

- Without the further consent of the Vendor or providing any notice, CED/OCIF may disclose any and all of the content of Vendor's Proposal to any or all of the other Vendors or any third party, including any or all of the creative content contained in Vendor's Proposal;
- The Vendor grants and agrees to grant to CED/OCIF a non-exclusive, perpetual, fully-paid up, irrevocable license to implement, use, reproduce, modify, display, distribute, transmit, prepare derivative works of and to otherwise fully exploit, without limitation, any and all of the content of Vendor's Proposal including without limitation, all of the creative content, ideas, concepts and approached as well as all copyright therein;
- Such license shall extend to any other Vendor or any other third party that CED/OCIF may engage to use and implement such content;
- CED/OCIF shall have no obligation to provide any credit or otherwise attribute to the Vendor or anyone else any such content as may be implemented and/or used by CED/OCIF;
- The Vendor represents and warrants to CED/OCIF that such content is the original work of the Vendor and its use by CED/OCIF as contemplated in this Section 19 will not infringe on any rights of any third party; and
- All of the rights and licenses granted herein and the exercise of all such rights and licenses by CED/OCIF and the other Vendors and such other third parties, as described herein, are granted and may be exercised: (i) without any obligation to account to the Vendor or to otherwise pay any consideration to the Vendor; and (ii) without having to have accepted or shortlisted Vendor's Proposal.

20. No Further Contract or Liability Arising from RFP Process

By submitting a Proposal, the Vendor agrees and acknowledges that:

- Nothing in this RFP nor the submission of the Proposal nor the review and consideration of the Proposal by CED/OCIF nor will any communication between the parties in relation to the RFP or the Proposal operate to obligate any party to enter into any further business relationship with the other party and, in particular, if CED/OCIF decides to engage the Vendor in connection with the subject matter of the RFP then such engagement may only occur pursuant to a written agreement that has been signed by both parties and, absent such written agreement, CED/OCIF will have no further liability or obligation to the Vendor in connection with the subject matter of the RFP;
- The Vendor is participating in this RFP process at its sole risk and expense, and CED/OCIF will not be liable to the Vendor for any costs, expenses or liabilities incurred by the Vendor in any way arising in connection with the Vendor's participation;
- CED/OCIF has made no representations other than those expressly stated in this RFP;
- CED/OCIF has the right to cancel this RFP at any time and to reissue it for any reason whatsoever or decide not to reissue it for any reason, without incurring any liability and no Vendor will have any claim against CED/OCIF as a consequence; and
- The Proposal and any accompanying documentation submitted by the Vendor will become the property of CED/OCIF and will not be returned.

APPENDIX A – EVALUATION

Criteria	Max Point	Evaluation	Total Mark (sum of 'Evaluation')	Comments
Quality of Submission: 1. Clear and concise 2. Quality of writing	10			
Team competency and resources: 1. Identified project lead competence 2. Experience of the project team 3. Firm's experience in Calgary market 4. Relevancy of past projects, including providing demographics of similar placements in recent past 5. Understanding of Economic Development and NFP	20			
Deliverable content: 1. Description of search process and methodology, including access to, or actively using databases that are focused on racialized and/or minoritized groups 2. Schedules, work plans and timelines 3. Progress reporting 4. Schedules, work plans and timelines	35			
Fees: 1. Breakdown of fees and disbursements (do not include GST)	35			
TOTAL	100			

Pricing will be scored based on a relative pricing formula using the Total Evaluated Price. Each proponent will receive a percentage of the total possible points allocated to Total Evaluated Price by dividing that proponent's Total Evaluated Price into the lowest submitted Total Evaluated Price. For example, if a proponent proposes \$120.00 and that is the lowest Total Evaluated Price, that proponent receives 100% of the possible points ($120/120 = 100\%$). A proponent who proposes \$150.00 receives 80% of the possible points ($120/150 = 80\%$), and a proponent who proposes \$240.00 receives 50% of the possible points ($120/240 = 50\%$).