



Request for Proposal
For
Marketing and Communications Strategy Development,
Creative Services, and Media Placement Services

Date of Solicitation: January 15, 2017
Closing: March 15, 2017, 5 PM EST

Canadian Branches:
AXS Lab Foundation 5484 6th Avenue, Delta BC V4M1L8
AXS Map Inc. 39 Island Grove, Brandon Ontario L9R3L7

United States Branch:
1-55 Borden Avenue, 10-E,, Long Island City, NY 11101

AXS Map®¹ is an initiative of AXS Lab Inc. AXS Map is committed to providing its users with accessible locations, as well as the ability to rate and review locations on their accessibility. AXS Map conducts itself with due regard to laws, regulations, internal policies, environmental considerations and competitive processes.

¹ AXS Map is protected by U.S. Trademark Nos. 4,424,774 and 4,983,412. The ® symbol will not be used throughout the rest of this document.

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1. Introduction

1.1 Background

AXS Map was inspired by founder, Jason DaSilva's love for roaming the streets of New York City. Prior to becoming disabled due to multiple sclerosis, he was exploring and enjoying the city on foot. In 2005, he started having mobility issues and soon went from using a cane to requiring a motorized scooter to get around. New York City had always been a city that he knew and loved; but now barriers limited his options. There was no technology available to let him know if a place was going to be accessible or not. He quickly saw a critical need for this and to make accessibility transparent. When no one took on the task to do this, Jason created AXS Map. Policies in Canada and the U.S. are far from adequate to grant equal freedom and independence to people with disabilities. 49.7 million Americans (19%) have a disability, with 11 million using wheelchairs or mobility aids. Numerous reports have documented the deep lack of enforcement of the Americans with Disabilities Act of 1990, and its failures. In absence of adequate policy, we must address the critical needs of this marginalized minority group.

AXS Map is a website paired with a smart phone application (iPhone and Android) that allows users to locate businesses, transportation, and/or pathways that are accessible to people with limited mobility using an assistive device such as a wheelchair, walker, or a cane. Powered by Google® Maps and GPS technology, the user has the ability to retrieve and enter data to document the accessibility of a building or place. AXS Map's first target community was New York City's East Village, where Jason established his first 200 entries to seed the new database. The target users are people with disabilities, elderly people, and potentially families with strollers. He also launched a campaign to build a vibrant online AXS Map community. The tent pole for the campaign was his Emmy award-winning film, 'When I Walk.' He also created corporate and government partnerships to promote and expand AXS Map.

1.1.1 Who We Are

AXS Map® is free to use and available on the web, iPhone, Android, and mobile web. Currently, it has over 15,000 registered users, over 120,000 reviews, and is used around the world in over 200 cities. Users can quickly find a location on AXS Map, and check on its accessibility or review and rate it for its accessibility. AXS Map is powered by Google® Places API, so any location on Google® Maps is also on AXS Map.

One of the most innovative features of AXS Map is its Mapathon™² function (<http://www.axsmap.com/mapathon/>). We propose to market Mapathons further with the Canada Media Fund's support. AXS Map's Mapathons are a gamification element of the app, which allows users to freely create a Mapathon in their community, which is a group event to bring people together to rate local businesses on their accessibility. Mapathon participants are able to sign up on AXS Map for these events or start a Mapathon themselves. At Mapathons, teams compete against each other in real time, competing for rankings, badges and various rewards, which is based on the number of reviews they complete in an allotted time. To date, AXS Map has completed upwards of 200 Mapathons. These events are not just for the social good, but are fun and exciting for the participants. This is the first time in history that the problem of urban architecture and inclusive design is being solved using the Internet, mobile phones and gamification.

² An application for a U.S. trademark on "AXS Mapathon™" will be filed soon.

AXS Map is the only accessibility mapping App that uses gamification in its market strategy.

AXS Map enhances quality of life and creates social and economic value for its users. Innovative marketing techniques, such as gamification and social media, give AXS Map Inc. a strong innovative revenue model.

1.1.2 Where Are We Going

AXS Map Inc. is looking to market AXS Map Mapathons in ten Canadian and U.S. cities. We are tentatively considering holding Mapathons in the Canadian cities of Halifax, Victoria, Montreal, Toronto, and Vancouver, as well as in the U.S. cities of New York, San Francisco, Los Angeles, Miami, and Chicago.

At AXS Map organized Mapathons, we bring together community groups and volunteers who use our AXS Map tool to review and rate businesses and other public venues on their accessibility. Participants will be instructed on how to rate locations and then sent out to review and give venues anywhere from a one-to-five star rating based on their accessibility. They will look at and rate each venue's entryways, bathrooms, and other amenities to generate an overall accessibility rating.

Our goal is to make accessibility more transparent across Canada and the United States. We aim to make life easier for people with disabilities by informing them of their surroundings and giving them the information they need to know whether venues are going to be accessible and pleasurable experiences for them or not. We will partner with organizations in each city, generate publicity and a media buzz, bringing together a unified voice and goal to improve the lives of people with disabilities. In all of our publicity and marketing materials, we aim to turn the old sterile hospitalized image of disability on its head, replacing it with a more accurate, inclusive image, which expresses persons with disabilities being active in society, fun, sociable and even sexy.

We are also looking to increase the footprint of AXS Map. Our goal is to generate at least 25% more users and a stronger engagement between them and AXS Map. Our analytics show 70% of our users are new users who come to the website based on Google® Ads or other online sources. We want our users to become more engaged and stick around. Our strategy is to achieve this through our Mapathon tool and by making use of digital marketing and social media. The strategies we plan to use for this are:

Using a data-driven strategy. We are already doing this with AXS Map- collecting whatever data does not exist and sharing it with the world. Two of our competitors, Wheelmap.org and Jacette.org, are joining us to build an accessibility cloud initiative, where everyone's accessibility data is being combined. In doing this, our database reviews will grow by the hundreds of thousands. In addition to getting all of this data, we are providing data analysis and measurement tools, which will provide real-time updates, as well as in-depth analysis of our target market and distribution channel trends. This will allow us to predict our users' needs and deliver them more of what they need when they need it.

AXS Map's look and feel. AXS Map is serious about its inclusive design and brand giving it a competitive edge. AXS Map is not only a tool for finding accessible places, but a lifestyle changer and improving the lives of its users.

Personalized Marketing. We are planning to embed more gamification and social media elements into that AXS Map tool, targeting particular interests of our users. Analytics

show us how our users are interacting on AXS Map, where they are going, and what they are interested in. We aim to convert this data into doing more personalized and targeted marketing, creating emailing lists and Facebook feeds. We have \$250 a day donated by Google® Adwords advertising which will be further optimized by the successful agency.

Sell advertising. Most of our AXS Map users connect through their mobile phones, making this a large demographic to market to. By offering targeted mobile advertising on AXS Map, our app can start generating income, increase the sustainability of the tool, and grow the company further. Companies wishing to target our market, which is people with disabilities and their supporters, can do so through advertising on AXS Map. Discretionary spending for the disability community is approximately \$152 billion dollars annually. (<https://www.ada.gov/busstat.htm>).

We have not yet sold ad space on AXS Map, but are open and eager to do this. When we do it, we plan to do so in a responsible and classy way. One of the benefits of the AXS Map app is that by being on mobile devices, we can have targeted advertising campaigns based on where the user is living. For example if we had an advertiser in Vancouver that was targeting our market, they could reach out to the users there on their phones using GPS location technology. Currently we have over 20,000 registered users. We have strong Google® analytics and several years of using Google® AdWords to help inform how we are planning to digitally market AXS Map. In addition, we receive \$250 a day of Google® AdWords through Google® grants, due to the nonprofit organization associated with AXS Map- AXS Lab.

Using the power of digital marketing, we will have targeted SEO campaigns making use of Google® AdWords. More importantly, we will know our audience through targeted surveys, questionnaires, and through social media. One of the benefits of the gamification and Mapathon elements of AXS Map is that our users have personas and can input personalized data that we can use to make revenue projections. For example, Mapathons can be targeted and supported by advertisers who want to generate new customers. We can have specialized Mapathons (find all the Joe's coffee shops in your city) and have all these places rated while bringing customers to the businesses that worked with AXS Map Inc. to create the targeted advertising campaign. By getting to know our target audience and their persona, we are able to offer advertisers a valuable window into the people we are bringing them, all while doing a social good deed by using AXS Map.

Marketing and AXS Map Certification. We plan to have a certification system for AXS Map similar to the LEED certification, where businesses can qualify to be AXS Map certified by reaching full accessibility. This will be done by working with AXS Map and following guidelines on making their businesses fully accessible for a fee to AXS Lab. For them, they will gain stature amongst their business colleagues, which will allow them to gain more customers and greater visibility. We intend to maximize advantages conferred by non-profit and for-profit enterprises to support AXS Map's growth and expansion. We plan on corporate sponsorship attracting the most sustainable revenue model. Brands and organizations (such as Starbucks®, or financial institutions such as Scotia Bank®) are eager to demonstrate corporate responsibility initiatives. Aside from holding Mapathons, they can demonstrate their commitment to providing accessibility by purchasing icons and logos ad space on the mobile application and the web maps.

Within the final phase of marketing, the focus will be on building the user community, expanding into corporate sponsorship, and creating an approval system. The aim is to create an accessibility certification and standard, much like the US Green Building Council's voluntary LEED certification for sustainable buildings. Such a rating system

will provide opportunities for businesses to align with the AXS Map brand and broadcast a socially progressive business. Voluntary rating systems, such as LEED, have been successful catalysts for social change relying on consumer and commercial influence. Within the next two years, we aim to develop the AXS Map certification system to develop and offer the AXS Map rating system to businesses and consumers.

As part of the national network of volunteers we intend to identify key volunteers who will be identified as AXS Map Professionals and be based in our ten target city hubs. AXS Map Professionals will provide training and education to the local community. These professionals will help establish a core group of committed advocates and users. We will also organize flash mob meetups to send waves of volunteers wearing AXS Map t-shirts out into the streets to map the accessibility of buildings and build excitement in the community. AXS Map will incorporate a reward program, much like FourSquare, where people will be rewarded badges and points for mapping and rating the most businesses. These points can be redeemed for AXS Map “accessibility pioneer” designations and merchandise. Another way to engage volunteers will be to extend a “call-to-action” to our online community. Contributors can use the Google® Street View to review entryway accessibility and then rate the accessibility.

In the long-term, AXS Map is projected to be a financially sustainable social enterprise. Towards that end, our goal is to create revenue streams from corporate sponsorship and educational programs. Retail businesses, such as Starbucks®, which already have strong accessibility standards will be offered ‘preferred placement’ on the mobile application in exchange for sponsorship. Sponsors could also target advertising to the disability community, marketing anything from mobility aids and medical devices to accessible resorts and campgrounds. Additionally, training programs for business owners, contractors and restaurant staff will be developed to educate on standards of accessibility and provide a strong revenue stream. Ultimately, the AXS Map brand will be synonymous with progressive thinking and social awareness, and should be a desirable certification for businesses or accreditation for professionals.

1.3 Project Timeline

The AXS Map marketing plan is set for approximately two years from September 1, 2017. A schedule will be completed with the successful applicant to provide more details in accordance with the scope of work.

1.4 Project Budget

At this time, the budget for the project is estimated to be \$350,000 - \$450,000 CDN (Canadian Dollars) over the two-year contract period. In the event that additional funds become available, the budget may increase after contract award. **This budget includes strategic planning, creative services, and media placement and purchase and all associated professional fees.**

2. Detailed Scope of Work

The agency will collaborate with AXS Map Inc. to help set in motion a thriving marketing and communications plan. This is crucial for not only AXS Map but for making the world more accessible to persons with disabilities.

The scope of work will consist of creative development for marketing and advertising AXS Map to a larger domestic and global community.

2.1 Strategic Services

2.1.1 Strategic Planning

The role and responsibility of the Agency include:

- The Agency will focus on building the online presence of AXS Map.
- The Agency will expand the brand awareness of AXS Map in North America and beyond.
- With the wider brand awareness of AXS Map the Agency will increase the amount of AXS Map users and registered participants.
- The Agency's creative development and marketing will make it possible to have a larger variety of Mapathons.
- The Agency will strategize and retain partnerships with corporate partners for Mapathons.
- The Agency will propose new strategies and ideas about how to better market AXS Map.

2.2 Creative and Production Services

2.2.1 Creative Development

The role and responsibilities of the Agency include:

- To produce marketing and advertising campaigns that strengthens the objectives of AXS Map in relation to strategic planning.
- To be inclusive for the ten (10) outlined Mapathons and marketing AXS Map and specific Mapathons in a timely manner.
- Help strategize to find AXS Map ambassadors and key celebrity spokespeople for each region and city outlined above.

2.2.2 Control of Digital and Physical Information

The role and responsibilities of the Agency include:

- To ensure obtainable copies of all materials produced by the Agency, containing all digital and otherwise marketing and creative components.
- The Agency will have copy elements for marketing that are innovative and engaging on every medium.
- All copies will be appropriate and dependable for their target audiences.

2.3 Media Services

2.3.1 Media Strategy and Direction

The role and responsibilities of the Agency include:

- Provide media services that are the most effective and the most cost efficient.
- To produce media information that reflects the statistics of different social media platforms for AXS Map.
- To utilize media information in a productive manner that enriches the media experience of AXS Map users.
- The Agency will review and give feedback on media results and examine the overall media performance of the campaign or marketing tactic.

2.3.2 Media Planning and Coordinating

The role and responsibilities of the Agency include:

The Agency will produce a media plan based on the objectives of AXS Map Inc. listed above, but are not limited to:

- Arranging an opportune and timely distribution of media and creative essentials.
- The Agency will plan out the cost of marketing choices in a cost efficient way.
- The Agency will regularly review the productivity of social media and marketing decisions.
- The Agency will evaluate media options as they arise in relation to how well they benefit the project.
- The Agency will present a final schedule that includes a comprehensive media budget, dates for deadlines, blocking charts, predicted outcome of scheduled social media endeavors, relative discounts, event instructions and specifics of media productivity.

2.4 Reporting and Communication

It is mandatory that The Agency report and interact with AXS Map Inc. as follows for all work performed under the Contract:

- Provide Contract reports, as required, including but not limited to: discussion details, decisions, anticipated next steps, as they apply.
- Provide budget reports, as required, including but not limited to: costs incurred, estimated final costs, approved overall budget, as they apply.
- Provide statistics and reports for social media and marketing campaigns, as required, including but not limited to: impact summary, recommendations and insights, as they apply.
- Provide post-mortem reports for all campaigns executed, as required, but not limited to: summary from planning to completion, including results against planned objectives, lessons learned and recommendations, as applicable.
- The Agency is also required to schedule/facilitate consistent contact and communication with AXS Map Inc. and immediately notify AXS Map Inc. of any issues or concerns related to any work performed under the Contract, as they arise.

3. Proposal and Submission Directions

3.1 RFP and Award Schedule

| | |
|---|---------------------------------|
| RFP Release Date | January 15, 2017 |
| Deadline for Questions | February 15, 2017 by 5pm EST |
| Closing Date | March 1, 2017 by 5pm EST |
| Estimated Award Notification Date (subject to change) | April 1, 2017 |

3.2 Form of Submission

The Applicant must submit a proposal that includes all of the mandatory information requested in this section of the RFP. Additionally, the proposal must:

- Have a Cover Letter signed by an authorized member of the Lead Agency.
- Include a Table of Contents.
- Follow the order listed below (names and numbers of each section).
- Follow word count instructions.

****Any deviation from this format may result in disqualification of the proposal.**

If a consortium or team submits a proposal a clear “lead” must be identified that will be legally responsible for the contract. AXS Map Inc. will enter into contract with only one Agency or Joint Venture organization. Only a complete team or consortium that is considered capable to complete all aspects of the project shall be considered for award.

3.3 Proposal Submission Instructions

3.3.1 Location, Date, and Time for Proposal Submission

Proposals shall be delivered **ONLY** to the address specified below:

1-55 Borden Avenue, 10-E
Long Island City, NY, 11101

The proposals must be submitted **and received** at this address by **March 1, 2017 by 5pm EST**. Any proposals received after specified deadline will not be considered. Faxes and/or emails of proposals **will not be accepted**. Timely receipt and correct direction of the proposals is the sole responsibility of the Applicant.

Please ensure the following:

- Your proposal is complete at the proposal solicitation closing date and time.
- Your proposal is clearly marked with the RFP title and the Agency’s name, telephone number, and address.
- Agency’s address is written on the outside of submission envelope.
- You have provided one (1) original signed document.
- You have provided four (4) copies of your proposal.

3.3.2 Enquires During the Solicitation Process

All enquiries regarding the proposal solicitation shall be submitted in writing or by email by **February 15, 2017**. Questions received after this time **will not be answered**. Answers to questions will be provided on an ongoing basis. Please send direct enquiries to:

Jason DaSilva, President of AXS Map Inc.
Email: jdasilvax@gmail.com

To ensure consistency and quality of information provided to Applicants, Mr. DaSilva will disclose to all, the questions/enquiries received and all replies to such questions/enquiries received. All enquirers’ identities will remain anonymous.

Applicants are only permitted to communicate with Mr. DaSilva. Refusing to comply with this condition during the solicitation period may (for that reason alone) result in disqualification of the Applicant's proposal.

Applicants will promptly review all documents and addenda comprising this RFP and will report any errors. It is the Applicant's sole responsibility to seek clarification of any apparent errors, ambiguities, or other issues, should any arise, so that their proposal is compliant with this RFP. The Evaluation Committee is under no obligation to seek clarification of a proposal from an Applicant.

3.3.3 Applicant Amendments, Withdrawal and Disqualification

After the closing date and time, amendments to the Applicant's proposal will not be accepted.

In the event that an Applicant wishes to withdraw their proposal, the Applicant should immediately notify Mr. DaSilva via email, **before** the RFP closing date. Should a proposal be withdrawn, it will no longer be considered.

Should an Applicant's proposal be disqualified it will not be considered.

Reasons for disqualification include but are not limited to:

- A non-compliant submission (does not adhere to instructions).
- Applicant does not abide by rules and directions in RFP
- Applicant has a conflict(s) of interest
- Applicant does not meet deadlines

3.4 Costs Related to Solicitation Process

All costs incurred by the Applicant related to preparing the proposal shall be the sole responsibility of the Applicant. AXS Map Inc. is not liable to pay such costs and expenses or to reimburse or compensate the Applicants under any circumstance.

Additionally, AXS Map Inc. will not be responsible for any costs related to any delays in the RFP, in awarding the contract, or costs associated with any review or the approval process, or with obtaining any government approvals.

3.5 Conflict of Interest

Applicants must fully disclose, in writing to Mr. DaSilva, on or before the closing date of the RFP, any circumstance(s) of any possible conflict of interest or what could be perceived as a possible conflict of interest should the Applicant become a contracting party pursuant to the RFP. The Evaluation Committee will review any submission by Applicants under this provision but reserve the right to reject any proposals, where in the Committee's opinion; the Applicant could be in conflict of interest or could be perceived to be in a possible conflict of interest position if the Applicant were to become a contracting party pursuant to this RFP.

3.6 Access to Information

1. The individuals, or companies, participating in this RFP acknowledge and understand that AXS Map Inc. is subject to federal and state laws, and it may, as result of a specific request made on

behalf of the government, be required to release this complete document or any other documents it has received related to this RFP.

2. Participants in the process should clearly indicate “Confidential” on items within their submission considered to be company confidential or proprietary information.

3.7 Joint Ventures

The Applicant must clearly and explicitly state whether the bidding entity is or is not a joint venture in accordance with the definition below:

A joint venture is a contractual business undertaking of two or more parties who combine resources including but not limited to money, properties, knowledge, skills, in a joint business enterprise agreeing to share the profits and the losses and each holding some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- a) The incorporated joint venture.
- b) The partnership joint venture.
- c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership of the corporate designation.

If the response to this RFP is made by a joint venture, the Applicant shall precisely describe the nature of the joint venture, its legal status and its acceptance of the following general principles:

- a) That the signatories are acting and responsible jointly and severally;
- b) That the payment of monies under the contract to the identified lead member shall act as a release from all parties;
- c) That notice given by AXS Map Inc. to the identified lead member shall act as a notice to all parties;
- d) That AXS Map Inc. may, at its discretion in the event of disputes among joint venture parties or changes in its composition, direct that the contract be terminated, without in any way altering the liability of the original signatories for performance of the terms of the contract; and
- e) Where AXS Map Inc. has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial and performance guarantees may be required from each of the joint venture members.

It is a condition that, prior to any contract being awarded to an Applicant, the Applicant provides a copy of the signed Joint Venture Agreement (or equivalent document which defines the participant’s roles and responsibilities) if the Applicant is bidding as a joint venture (as defined above).

3.8 RFP/Offer

This RFP **DOES NOT** constitute or guarantee an offer of any sort whatsoever by AXS Map Inc. AXS Map Inc. reserves the right to reject all proposals, in whole or in part, and/or to enter into negotiations with any party to provide such products and/or services to AXS Map Inc.

4. Proposal Submittal Documentation

4.1 Company Information

Request for Proposal to: AXS Map Inc. Please submit information as per this table.

| | |
|---|--------|
| Lead Legal Agency Name: | |
| Legal Agency Name (if required): | |
| Full Address: | |
| Telephone: | |
| Email Address: | |
| Name and title of person authorized to sign on behalf of the Agency (Type or Print) | |
| Lead Signature: | |
| Name and title of Project Contact (Type or Print) | |
| Telephone: | Email: |

4.2 Expertise and Qualifications of the Agency

Please answer the following questions and include them in the RFP submission. Please limit responses to 500 words or less.

- a) Provide a brief history of the company, length of time in business, current number of staff, location(s) of office(s).
- b) How will you ensure service is not affected by distance?
- c) Demonstrate your experience in developing integrated and effective advertising campaigns.
- d) Demonstrate your experience in developing and executing public relations activities to reinforce traditional marketing campaigns.
- e) Demonstrate your experience in developing compelling and effective campaign creative.

- f) Demonstrate your experience in developing and executing effective media placement services.
- g) Include references for two (2) contracts for strategic planning. Creative development and media placement services. Please include the following information:
 - Client name and address
 - Contact name, email and telephone number
 - Brief project description
 - Contract value
 - Duration of contract

4.3 Expertise and Qualifications of the Account Representatives

Please answer the following questions and include them in the RFP submission. Please limit responses to 500 words or less.

- a) Provide a description of the roles and relevant experience of the proposed Project team. Explain how their experience will benefit AXS Map Inc.'s campaigns. Individual bios, if included should be 500 words or less each. **All personnel resumes will be required for the successful Applicant.
- b) Describe how the marketing and communications strategy development, creative services, and media planning will be integrated to ensure the highest quality services for AXS Map Inc.
- c) Will a senior employee with experience in media strategy from the agency be assigned to oversee the assigned team? Please describe their role.
- d) Do the project team members have relevant experience in advertising campaigns? Please describe.

4.4 Service Capabilities

Please answer the following questions and include them in RFP submission. Please limit responses to 500 words or less.

- a) Please describe your approach in developing an integrated marketing strategy for a client using multiple media platforms.
- b) Please provide the steps taken to ensure that a campaign respects the budgets assigned and that the client is kept up-to-date on billing and schedules.
- c) Please provide your ideas on how to best reach current and new audiences.

4.5 Approach and Budget

Please answer the following questions and include them in the RFP submission. Please limit responses to 500 words or less.

- a) Does the agency have an established approach to support AXS Map Inc.'s requirements? Is there evidence that it has been used previously and successfully on other contracts?
- b) What are the proposed procedures/mechanisms to provide quality control at all times? Please describe.
- c) How will you measure and evaluate media placement strategies? How will these findings influence the campaign throughout?
- d) Please breakdown costs and describe your rationale for the cost breakdown. Use the form below.

| Year One | Cost Breakdown |
|---|---------------------------|
| Professional Fees: Strategic Planning Creative Services Account Management Other (Please Specify) | |
| Media Purchase | |
| Total Costs | \$350,000 - \$450,000 CDN |

| Year Two | Cost Breakdown |
|---|---------------------------|
| Professional Fees: Strategic Planning Creative Services Account Management Other (Please Specify) | |
| Media Purchase | |
| Total Costs | \$350,000 - \$450,000 CDN |

5. Evaluation and Award

Applicants are hereby advised that failure to provide all of the mandatory information and documentation to the degree specified in the RFP and in the format indicated may result in their proposal being assessed as non-compliant.

To ensure the best overall value to AXS Map Inc., proposals will be assessed using the specified criteria in this section.

All received proposals in response to this RFP will remain confidential (unless disclosure is required by law or government agency; *see* Section 3.6 and 6.3).

The criteria specified in this RFP, as possibly amended by Solicitation Amendments, are the **sole criteria** which will be used in the evaluation of proposals.

5.1 Evaluation Criteria and Process

5.1.1 Criteria and Scoring

Proposals will be evaluated and scored in accordance with the following criteria:

| Criteria | Points |
|--|------------|
| Experience and Qualifications of the Agency | 35 |
| Experience and Qualifications of the Account Representatives | 20 |
| Service Capabilities | 30 |
| Approach and Budget | 15 |
| Total Points | 100 |

5.1.2 Process

An Evaluation Committee shall evaluate the proposals. Decisions on whether a proposal meets the requirements of this RFP are within the exclusive judgment of the Evaluation Committee.

The Evaluation Committee will:

- Review and score all proposals independently.
- Meet to review and discuss each Applicant's proposal.
- Collectively finalize a proposal's score after group review.
- Contact any or all references supplied by the Applicant.
- May request clarifications from the Applicant. Applicants will have seven (7) days to provide any necessary information requested. Failure to meet this deadline will result in a non-compliant proposal and possible disqualification.

5.2 AXS Map Inc.'s Rights

AXS Map Inc. reserves the right to:

- Ask any Applicant to provide proof that they have the necessary management structure, skilled personnel, experience and equipment to competently perform the work identified in this RFP.
- Cancel and/or reissue this RFP at any time; AXS Map Inc. will not assume liability for any response preparation costs whatsoever.
- Request clarification or supporting data for any point in an Applicant's proposal.
- Negotiate with the Applicants subject to the constraints of the mandatory requirements of this RFP.
- Make changes to this RFP, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the RFP closing date. AXS Map Inc. may do so without incurring any liability whatsoever to any of the Applicants.
- Maintain sole ownership of the proposals. All materials submitted by an Applicant in response to any part of this RFP shall become the sole property of AXS Map Inc. without payment or liability for payment.

5.3 Notification

AXS Map Inc. will notify all Applicants on the status of their application by the Estimated Award Notification Date.

6. Description of Contract

6.1 Period of Contract

The initial contract will consist of a 3-year contract (approximately) from official start date to same date 3 years after.

If for any reason the successful Contractor cannot fill the requirements of the contract, AXS Map Inc. reserves the right to ask the next qualified Applicant to take over the contract or reissue an RFP.

6.2 Extension of Contract

The Contractor hereby grants AXS Map Inc. the option to extend the period of the contract, for the same services detailed herein, in accordance with the terms and conditions contained herein. The contract may be extended by a period of one 1-2 years. If AXS Map Inc. intends to extend the contract, it will provide the Contractor written notice of its intention at least ninety (90) days prior to the start of the optional contract period. The Contractor must acknowledge, in writing, receipt of the notice and its acceptance or rejection of the contract extension no later than fifteen (15) working days after receipt of the notice.

6.3 Confidentiality

The Contractor must agree to maintain security standards consistent with security policies of AXS Map Inc. These may include strict control of data maintaining confidentiality of information gained while carrying out their duties. Information pertaining to AXS Map Inc. obtained by the Contractor as result of participation in the project is confidential and must not be disclosed without a written consent from AXS Map Inc.

6.4 Legislative Requirements

As part of the final Contract, the Contractor shall be responsible for compliance with all current United States Federal, Provincial and Municipal Acts, Orders, and Regulations which exist or may come into existence during the term of the Agreement.

6.5 Indemnity

The Contractor covenants to indemnify and hold harmless AXS Map Inc., its directors, officers, employees and agents from and against any and all liabilities, losses, claims, demands, building damage, costs and expenses (including lawyer's fees and litigation expenses on a solicitor and client basis) whatsoever to which AXS Map Inc., its directors, officers, employees and agents may become subject to as a result of the breach of any covenant, agreement, term or condition of this Agreement or as a result of or in connection with the use and occupation of the Premises, by the Contractor or its servants, agents, employees, contractors, invitees or others for whom it is in law responsible or arising out of or resulting from the negligence or willful misconduct of the Contractor or its servants, agents, employees, contractors, invitees or others for whom it is in law responsible except where caused by the negligence or willful misconduct of AXS Map Inc. or those for whom it is in law responsible.

If the Contractor is a Crown entity, the above shall only be applicable to the extent that the Contractor, in its capacity as a Crown entity, is legally capable of providing such indemnity.

6.6 Insurance

The contractor shall at its own expense obtain and maintain until the termination of the contract and provide AXS Map Inc. with evidence of:

- Professional Liability Insurance covering the work and services described in this contract for an amount not less than one million dollars (\$1,000,000) per occurrence.
- Comprehensive General Liability Insurance on an occurrence basis for an amount not less than two million dollars (\$2,000,000).

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