

Nova Scotia Gaming Corporation

REQUEST FOR PROPOSAL:

Development and Execution of Brand Strategy

Issue Date: June 16, 2008

Closing Time: July 4, 2008 (4:00 p.m.)



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Section A: OVERVIEW

1.0 Summary

This is a request for proposals (RFP) for the development and execution of a Brand Strategy for the Nova Scotia Gaming Corporation (NSGC).

2.0 NSGC

Nova Scotia Gaming Corporation (NSGC), established in 1995 under Part I of the *Gaming Control Act* (Nova Scotia), is responsible for the conduct and management of gaming in Nova Scotia. It is a provincial crown corporation managed by a Board of Directors.

3.0 Deliverables/Timelines

Proposals are invited for:

- The provision of the development of the following (**note, no creative approach/pitch are required at this point**):
 - ▶ *Deliverable #1*: a three-year Brand Strategy that identifies, captures and articulates the Nova Scotia Gaming Corporation's (NSGC) corporate brand and the strategic initiatives required on an annual basis to support NSGC's mandate as a socially responsible steward of the gaming industry in Nova Scotia. The initiatives would be broken down into three fiscal years (a March 31st year-end): 2008-09, 2009-10 and 2010-2011. This strategy will be submitted to NSGC eight weeks after the engagement letter is finalized with the proponent.
 - ▶ *Deliverable #2*: as determined by an agreement between NSGC and the selected proponent, to execute the defined initiatives in support of the Brand Strategy, with clear timelines, milestones, deliverables, outcome measures and targets and budget detail.
 - ▶ *Deliverable #3*: on an annual basis, conduct a full assessment of the Brand Strategy and related initiatives, prepare a report and recommendations, including identification of suggested changes to the next fiscal year's initiatives. This report is to be submitted by May 15th, six weeks after NSGC's March 31st year-end.

4.0 Criteria

Proposals will be evaluated on the proponent's ability to demonstrate the following: (please note, demonstration of the below does not need to be exhaustive; a succinct presentation of ability to meet the outlined criteria is preferred):

▶ <i>Experience in the development of brand strategies and proven success</i>	30%
▶ <i>Methodology/approach in development of Brand Strategy</i>	20%
▶ <i>Experience with execution of Brand initiatives</i>	20%
▶ <i>Price</i>	20%
▶ <i>Fit with NSGC</i>	10%
	<u>100%</u>

5.0 Timelines

- Issue RFP – June 16, 2008
- Close RFP – July 4, 2008
- Evaluate RFPs and select proposal – complete by July 31, 2008
- Begin project – August 1, 2008
- Complete deliverables – as outlined in section 3.0 above and the timing of any additional deliverables will be determined by mutual agreement between NSGC and the proponent.

Timelines may change at any time, at the sole discretion of NSGC.

Section B: PROPOSAL REQUIREMENTS

1.0 Critical Path

Proponents will provide a critical path outlining the necessary steps and timeline to meet the project requirements.

2.0 Proponent Qualifications

- 2.1 The proponent must fully outline qualifications in being able to fulfill the requirements of this project.
- 2.2 Proponents should have significant expertise in strategic branding, carrying out successful branding initiatives and brand evaluation.
- 2.3 A small portfolio of past branding work would be a valuable addition to any proposal.

3.0 Project Expense

- 3.1 Proponents will provide a detailed description of the requirements of this project, including per diem fees, estimated days of effort for the development of the Brand Strategy (Deliverable #1). Estimated days of effort of Deliverables #2 and #3 will be determined following the awarding of this project.
- 3.2 All amounts must be in Canadian dollars, including HST.
- 3.3 All expenses and expenditures incurred by the proponent directly or indirectly for the term of the agreement will be solely and exclusively the responsibility of the proponent unless clearly specified to the contrary in the proposal.

4.0 Proponent

- 4.1 NSGC must approve any change in the proponent or any member of the proponent or any significant subcontractors prior to or during the term of the agreement. Any approval of any such change shall not diminish the ultimate responsibility of the proponent for work performed.

The proponent will be held responsible for all aspects of the work carried out by the subcontractor, including the quality of service and materials supplied by the subcontractor.

SECTION C: GENERAL CONDITIONS

5.0 Definitions

In this RFP, except where otherwise qualified, the following terms mean:

- ▶ "NSGC" means Nova Scotia Gaming Corporation;
- ▶ "Closing Time" means July 4, 2008, 4:00 P.M., local time;
- ▶ "Proponent" means a person or entity, which submits a response to the RFP;
- ▶ "Proposal" means a response or submission to this RFP, including all schedules and attachments thereto and any amendments made in conformity with this RFP;
- ▶ "RFP" means this Request for Proposal, including all schedules and attachments hereto and any addendum or amendment issued in conformity with this RFP;
- ▶ "Selected Proponent(s)" means the proponent(s), if any, whose proposal is selected by NSGC; and,

- ▶ "Subcontractor" refers to any person to whom a proponent intends to delegate all or part of the provision of goods or services to be provided under the RFP.

6.0 Closing Time and Address

- 6.1 All proposals must be submitted by courier by the Closing Time to:

Request for Proposals #PA-03
Nova Scotia Gaming Corporation
5151 George Street, suite 800
Halifax, NS B3J 2Y3
Attention: Krista Grant

- 6.2 Proposals received after the Closing Time will not be considered and will be returned unopened to the proponent.
- 6.3 The proponent must submit the proposal in English. If you have received this RFP document via e-mail, please ensure that your proposal is clearly marked as an RFP document on the outside of your submission package(s). Faxed submissions will be accepted to (902) 424-0724.

7.0 Agreement/Contract

- 7.1 Unless otherwise agreed by NSGC, the selection of a proposal will be binding upon the selected proponent and the terms and conditions of this RFP will form part of the proposal so selected.
- 7.2 Any proponent whose response to this RFP has been selected must be prepared, at NSGC's sole discretion, to:
- a) execute a written agreement on the terms and conditions set out in the proposal; or
 - b) enter into exclusive *bona fide* negotiations with NSGC to conclude a written agreement.

If a written agreement cannot be negotiated within 30 days of notification to the successful proponent, NSGC may, at its sole discretion at any time thereafter, terminate negotiations with that proponent and execute a written agreement or enter into negotiations with another proponent or choose to terminate the RFP and not enter into negotiations or execute an agreement with any of the proponents.

- 7.3 This document is a request for proposals. All proposals must constitute offers open for acceptance by NSGC. A proposal does not constitute a binding

agreement between NSGC and a proponent, unless and until a written agreement is executed by NSGC and a proponent.

8.0 Compliance with Law

- 8.1 Proposals must fully comply with all laws, regulations and policies, whether federal, provincial or local, including the *Gaming Control Act* (Nova Scotia), as may be amended from time to time. If any approvals, consents or other discretionary actions are required for the proposal to comply with such laws, such actions must be clearly identified in the proposal with an alternative proposal in the event such approval, consent or discretionary action is not obtained.

9.0 Authorized Contact

- 9.1 The only authorized contact in relation to this RFP is Krista Grant. Any contact, other than a proponent's submission of a proposal, must be by registered mail, courier, facsimile transmittal or e-mail to:

Request for Proposals -
Nova Scotia Gaming Corporation
5151 George Street, suite 800
Halifax, NS B3J 2Y3
Fax: (902) 424-5911 / via e-mail to kgrant@nsgc.ca
Attention: Krista Grant

- 9.2 Other than as specified in 9.1 hereof, any contact by or on behalf of a proponent with any other proponents or with any government official of the Government of Nova Scotia with respect to this RFP, or any matter related thereto, may disqualify the proponent, in the sole discretion of NSGC.

10.0 Additional Information and Instructions

- 10.1 All requests for additional information or instructions concerning the RFP and the preparation of proposals should be received in writing by NSGC at least three (3) working days before the Closing Time.
- 10.2 Additional information or instructions that may, in the sole discretion of NSGC, be of general interest or represent amendments to the RFP or any other information or instructions that NSGC determines appropriate, may be incorporated in an addendum to the RFP which will be distributed to all proponents. Any such addendum will automatically, upon its issuance, become a part of the RFP, provided it is issued by NSGC and sent to proponents at least three (3) working days prior to the Closing Time. Proponents will be deemed to have agreed to the terms of any such addendum and will be automatically bound thereby unless they withdraw their proposals.

11.0 Amendment or Withdrawal of Proposal by NSGC

NSGC reserves the right to amend the terms of the RFP or to withdraw the RFP at any time before or after the Closing Time in its sole discretion. Proponents will be deemed to have agreed to any such amendments and will be automatically bound thereby unless they withdraw their proposals.

12.0 Amendment or Withdrawal of Proposals by Proponent

- 12.1 Prior to the Closing Time, a proponent may amend or withdraw its proposal by written notice.
- 12.2 No proposal(s) can be amended or withdrawn by a proponent after the Closing Time, except with the written agreement of NSGC.

13.0 Negotiation of Amendments

NSGC may, in its sole discretion, conduct negotiations with any and all selected proponent(s) to amend their proposal(s), without offering other proponents the right to amend their proposal(s).

14.0 Ownership and Disclosure of Proposals

- 14.2 Proposals will not be returned to proponents and will become the property of NSGC at the Closing Time.
- 14.2 Proposals may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* (Nova Scotia). All proponents, by submission of a proposal, agree to disclose to the public all information in their proposal; except such information as is specifically identified otherwise. An explanation why such information should not be disclosed must be provided. Such information will not be disclosed by ALC/NSGC except in accordance with the requirements of the *Freedom of Information and Protection of Privacy Act* (Nova Scotia).
- 14.3 The proponent agrees to obtain written approval from NSGC prior to issuing a publicity or news release pertaining to this RFP, its proposal, or any selection or contract.

15.0 Evaluation of Proposals

- 15.1 Proposals submitted which do not comply with all of the terms and conditions of this RFP or proposals that do not provide sufficient information, may be rejected by NSGC in its sole discretion.

15.2 Proposals will be evaluated by NSGC based upon (a) an assessment of the proponent's capability to carry out its proposal and (b) the extent to which the proposal achieves the Principal Objectives.

15.3 NSGC will forward a notice to all proponents advising of the selection or rejection of their proposals.

16.0 Governing Law

This RFP and any response related thereto shall be governed by, and construed in accordance with the laws of Canada and the Province of Nova Scotia and the proponents agree to attorn to the exclusive jurisdiction of the courts of Nova Scotia.

17.0 Indemnity

The proponent shall indemnify and hold NSGC harmless against any loss, damages, costs and expenses of any nature whatsoever arising out of or resulting from this RFP, any proposal in response to this RFP and any resulting agreement hereunder

18.0 Conflict of Interest Policy

All proponents must disclose any interests which could conflict with the interests of NSGC or the Government of Nova Scotia.

19.0 Accuracy and completeness of RFP information

NSGC makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP.