



Canadian Tourism  
Commission

Commission canadienne  
du tourisme

## Negotiated Request for Proposal

Name of Competition:	Public Relations Agency - Mexico
Competition Number:	CTC-2013-NK-03
Closing Date and Time:	December 13, 2103, 14:00 Pacific Time (PT)
Contracting Authority:	Nathan King 604-638-8343 <a href="mailto:king.nathan@ctc-cct.ca">king.nathan@ctc-cct.ca</a>

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## SECTION A – INTRODUCTION

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Canadian Tourism Commission (CTC) is Canada’s national tourism marketing organization. A federal Crown corporation, CTC leads the Canadian tourism industry in marketing Canada as a premier four-season tourism destination. CTC supports the Canadian economy by generating tourism export revenues.

Through collaboration and partnerships with the private sector, the Government of Canada, plus the provinces and territories, the CTC works with the tourism sector to maintain our competitiveness and reposition Canada as a destination where travellers can create extraordinary personal experiences.

The CTC’s approach focuses on those global markets where Canada’s tourism brand leads and yields the highest return on investment. The CTC is active in 11 key geographic markets: the new and emerging markets of Brazil, China, India, Japan, Mexico and South Korea, as well as the core markets of Australia, France, Germany, United Kingdom and United States.

For further information, please visit <http://corporate.canada.travel/>.

### **A1. Purpose and Intent**

The purpose of this Negotiated Request for Proposal (the “**NRFP**”) is to solicit proposals for an agency to provide public and media relations, social media and communications services to support CTC’s Mexico office. See Statement of Work (Section C) for detailed requirements.

It is CTC’s intent to enter into an agreement with the proponent who can best serve the interests of CTC. At the final outcome of the NRFP process, the successful proponent (“Contractor”) may be required to collaborate with CTC’s other service providers and partners to ensure that public relations and communications services are consistent with CTC’s mandate, brand and corporate strategy.

This procurement process is not intended to create and does not create a formal binding bidding process whereby every proponent is deemed to have entered into a “Contract A” with the CTC. Instead, the process is intended to enable CTC to learn what proponents can offer by way of goods or services in response to the CTC’s Statement of Work. Depending on the number and variety of responses, the CTC will subsequently negotiate with those proposals that best serve its needs, as determined by the CTC.

By submitting a proposal, a proponent agrees to this negotiated process and agrees that they will not bring a claim against the CTC with respect to the award of a contract, failure to award a contract or failure to honour a response to this NRFP.

In summary, this NRFP is issued solely for the purpose of obtaining proposals. Neither the issuance of this NRFP nor the submission of a proposal implies any obligation by CTC to enter into any agreement. The intent of this NRFP is to identify those vendors capable of meeting CTC’s requirements and with whom a final agreement may be negotiated.

### **A2. Contract Term**

CTC anticipates entering into negotiations with the selected proponent(s) for a three (3) year period, with an option to extend on an annual basis by CTC for a total period not to exceed another two (2) years, at CTC’s sole discretion. CTC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Contractor.

## SECTION B – NRFP EVALUATION CRITERIA AND INSTRUCTIONS

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### B.1 Mandatory Criteria Evaluation

To qualify for evaluation, proposals will first be checked against the mandatory criteria set out in Section D. Proposals failing to satisfy the mandatory criteria evaluation will be provided an opportunity to rectify any deficiencies (“Rectification Period”). Proposals satisfying the mandatory criteria during the Rectification Period will be further evaluated as outlined in Section B.2. All proposals failing to satisfy the mandatory criteria after the Rectification Period will be excluded from further consideration and notified as such. The Rectification Period will begin at the closing of the NRFP, and will end within a time period defined by CTC in its sole discretion.

### B.2 Desirable Criteria Evaluation

Proposals meeting the mandatory criteria will then be evaluated and scored on the desirable criteria set out below. CTC’s evaluation committee may be comprised of CTC employees and consultants to CTC who are bound by an agreement of confidentiality with respect to the NRFP process. The evaluation committee will be responsible for reviewing and evaluating proposals and making an award recommendation to CTC Senior Executive.

All decisions on the degree to which proposals and/or presentations/demonstrations (if applicable) meet the stated criteria and the scores assigned during the evaluations, are at the sole discretion of CTC.

B.2.1 Desirable Criteria Questionnaire (Section E) 50%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 30 (60% of 50%) or higher (the “Threshold”) will be evaluated further based upon, but not limited to Proposed Pricing.

B.2.2 Proposed Pricing (Section F) 25%

Following evaluation of Proposed Pricing, CTC may limit further evaluation to a limited number of the highest scored proposals up to a maximum of the four highest scored proposals (the “Shortlist”). Only those proposals on the Shortlist will be further evaluated based upon Presentations.

B.2.3 Presentations/Demonstrations (Section G) 25%

TOTAL 100%

B.2.4 Negotiations

CTC intends to conduct consecutive negotiations with the top ranked proponent(s) as defined in Section H.10 Contract Award.

### B.3 Proposal Submission, Intentions, and Questions Instructions

B.3.1 Submissions

Proponents should submit their entire proposal via e-mail to the Contracting Authority by the closing date and time (“Closing Time”) of **14:00 hours PT, December 13, 2013**.

Any proposal received after the Closing Time may not be reviewed by the CTC. The proponent has sole responsibility for the timely submission of their proposal.

Proposals should be in PDF format and should be submitted as per the instructions in B.3.4 below. All proposals received as a result of this NRFP shall become the property of the CTC. The time stamp of CTC's email system shall be the official time for receipt of the proposal.

#### B.3.2 Intentions

Proponents should indicate if they intend to submit a proposal ("Intent to Submit") via e-mail to the Contracting Authority by 14:00 hours PT, November 28, 2013.

#### B.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until 14:00 hours PT, December 5, 2013. Questions submitted after this date and time may not be responded to.

If the CTC, in its sole discretion, determines that information generated from any question will be of interest to all, a summary of anonymous questions and answers will be made available to all proponents in the form of an amendment. The source of all questions will be kept confidential.

If a proponent believes that disclosure of a question and response would expose a proprietary aspect of its proposal, the proponent may submit the question with an advisory to the CTC explaining why it should not be included with the posted anonymous questions and answers. If CTC concurs with the request, the question will be answered in confidence and will not be posted. If CTC does not concur with the request, the proponent will be asked to restate the question, and if this is not possible, the proponent has the option to withdraw the question.

#### B.3.4 Instructions

All submissions, intentions, and questions are to be e-mailed to [procurement@ctc-cct.ca](mailto:procurement@ctc-cct.ca) and should reference "**NRFP CTC-2013-NK-03, Mexico PR Agency - CONFIDENTIAL**" in the e-mail subject line. Include the following with your submission, intentions and questions:

- Company name
- Name and title of contact person
- Phone, mobile phone, fax and e-mail of contact person
- Reference to the corresponding NRFP section(s) if applicable

There is a maximum of eight megabyte ("MB") file size acceptance of any e-mail. Proponents should divide their responses into appropriate sized (smaller than 8 MB) numbered files. In the e-mail the proponent should provide the detail for each section and how many e-mails they will send. Proposals are stored in an electronically secure and restricted environment. Proposals will not be opened until after the Closing Time has passed.

## **B.4 NRFP Form of Response, Format and Depth**

### **B.4.1 NRFP Form of Response**

Proponents should respond to and include in their proposal:

- Appendix 1 – Proponent Acknowledgement Form
- Appendix 2 – Material Circumstances Form
- Appendix 3 – Amendments
- Appendix 4 – Declaration of Sub-Contractor, if applicable
- Section D – Mandatory Criteria (if applicable)
- Section E – Desirable Criteria Questionnaire
- Section F – Pricing Proposal (separate file)

### **B.4.2 NRFP Format and Depth**

This Negotiated Request for Proposals sets out CTC's requirements, desired options and additional considerations. Proponents should prepare their proposals providing a straightforward and detailed description of their ability to satisfy the requirements set out in this NRFP. Emphasis in each proposal should be on completeness and clarity of content, and should correspond to the section numbering set out. Proposals that do not clearly address the requested requirements and/or do not reference the applicable section numbers may be refused for evaluation purposes.

References to hyperlinks or links to social media sites (e.g. LinkedIn) may not be considered by CTC in the evaluation process and should not be used. Therefore, any information provided for evaluation should be included in your written proposal.

Only material supplied in response to this NRFP and any presentations or demonstrations (if applicable) will be considered and evaluated. Information, proposals or presentations previously supplied to CTC and references to any material, information or presentations not included in your proposal response will not be considered. No assumptions should be made that CTC has any previous knowledge of the proponents' qualifications other than that supplied pursuant to this NRFP.

## SECTION C – STATEMENT OF WORK

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### C.1 Objective

The Canadian Tourism Commission (“CTC”) is seeking an agency to provide public and media relations, social media and communications services to support operations in Mexico.

### C.2 Background

The following is a summary of the CTC’s corporate strategy from 2011 to 2015, which provides an overview of the corporate objectives and priorities and provides context for the development of public and media relations, communications and social media. CTC’s expectation is that the agency selected as a result of this NRFP will assist the CTC with achieving these objectives.

#### Objectives

- Increase demand for Canada’s visitor economy
  - Generate wealth for Canadians by focusing on both short-term and long-term potential for maximizing return on investment as markets mature and evolve.
  - Engage in effective tourism marketing, promotions and market development activities supported by market research as we aim to support the achievement of Canada’s national tourism revenue goal of \$100 billion by 2015
- Focus on markets where Canada’s tourism brand leads and yields the highest return on investment
  - Concentrate on those geographic markets or consumer market segments where marketing at the national level (Canada’s tourism brand) leads to the highest potential for return on investment
  - Convert high-yield customers by investing in appropriate communication channels based on insights from customer segmentation research and the path-to-purchase model

#### Priorities

- Ensure customer relevancy and differentiate Canada
  - Develop and maintain relevant communication with targeted potential travellers and ensure that the marketing messaging they receive is relevant and addresses their interests and expectations as consumers.
  - Position Canada’s tourism brand as a leading experiential brand in the world where travellers create extra-ordinary stories “all their own”
  - Alignment with the marketing and sales plan priorities for CTC and in particular for Mexico’s strategic plan:
    - i. Partnerable CTC lead consumer campaigns with Canada consortia members in Mexico
    - ii. Key Accounts relationship/training (CSP) and Heightened awareness in Canada including workshops and VIP FAMs
    - iii. Student Market for tag on leisure travel
    - iv. Trade and media Relations Integration (Awareness and call to actions)
    - v. Consumer Campaigns with media diversification/social integration
    - vi. Receptive Tour Operators + Provincial Partnership product alignment
    - vii. B2B Marketplaces and platforms for industry: shows, campaigns, social channels, Consulate relations, FAMs, media relations, content generation
  - Engage with industry partners and international travel intermediaries to target consumers with the aim of converting consumer interest in Canada from media coverage into travel intentions with a focus on engagement, creating advocacy and driving sales
  - Lead industry in international brand alignment and consistency
  - Harness Canada’s collective voice and work closely with industry to communicate the advantage of a strong, consistent international tourism brand for Canada

- Engage export-ready SMEs in CTC communications platforms to align supply with consumer demand in international markets and to strengthen the value of Canada’s tourism brand by showcasing compelling product experiences. Where applicable, showcase the Canadian Signature Experiences collection in campaigns with an aligned objective for these products
- Lead industry and government in tourism marketing
- Drive brand alignment and relevancy
- Foster organizational excellence
- Be a “strategy-focused organization” with the right tools, people and resources in place to deliver
- Maintain a positive and collaborative relationship with the shareholder
- Focus on overhead management and implement cost containment measures

### **C.3 Experience and Expertise**

The Contractor should be an in-market specialist who is able to use their established experience in public and media relations, social media and communications services to optimize results for the CTC based on our strategic objectives and priorities. The Contractor should support the CTC’s team in Mexico City. All work is to be carried out under the direction of Jorge Morfin (“CTC’s Project Authority”), Managing Director of CTC Mexico. The contractor should:

- a. have a physical presence in Mexico sufficient to support the activities described in this Statement of Work;
- b. be able to provide a full-time account manager for the CTC account; to act as the main point of contact for day-to-day business activities;
- c. be able to provide customer support at a minimum of 8am to 5pm Central Time Zone;
- d. have the ability to work in Spanish and English;
- e. be able to attend familiarization trips in Canada if and when needed;
- f. have five or more years of experience in public relations;
- g. be familiar with best practices in working with social media platforms; and
- h. have a strong strategic approach to their work.

### **C.4 Deliverables**

Under the direction of the CTC’s Project Authority, the Contractor should be responsible for the providing public and media relations, social media and communications services to support the CTC’s Mexico office. The services include but are not limited to the following:

#### Public Relations and Media Relations

- a. Provide consultancy in the definition stage of the strategy regarding communication and public relations through the media and the tourism industry;
- b. Develop media profiles and media key messages documents and briefing notes;
- c. Develop and distribute press bulletins;
- d. Develop and distribute monthly e-newsletters: one for consumers and one for media;
- e. Coordinate activity with media such as: meetings, interviews, provide requested information and organize familiarization trips;
- f. Report media coverage regarding, monitoring, and daily activities of public and media relations and/or special events, campaign executions and B2B shows as required;
- g. Elaborate a monthly report, as well as the shipping of the articles published in the different magazines and newspapers to different partners;

- h. Update CTC's database with public and media relations information;
- i. Provide solutions to the CTC during a media crisis;
- j. Complete communication plan to support initiatives and campaigns from CTC
- k. Create different projects with CTC's Mexico office to help increase the awareness of Canada's Brand among Media and consumers;
- l. Strengthen CTC's corporate image as an organization of leadership and excellence;
- m. Complete partnership agreements on behalf of the CTC if requested, and invoice partners accordingly if required;
- n. Track down media exposition through interviews, press conferences, prepare key corporate messages, etc.;
- o. Translate, issue and distribute press bulletins with information pursuant to the Canada brand and its main Canadian destinations;
- p. Track down temporary opportunities with events in Canada;
- q. Report on trends, consumers insights, new business opportunities;
- r. Provide coordination, including organization of logistics and confirmation of all attendees, for the different events that CTC carries out during the year, such as [GoMedia Mexico](#), [Conozca Canada](#), [Canada a Voces awards](#) and [Explora Canada](#) ;
- s. Provide at least one account representative, to support the aforementioned events, who is dedicated to attend and coordinate activities on site;
- t. Provide at least one dedicated full time account executive to the CTC for public and media relations; and
- u. Coordinate media opportunities with Canadian provincial partners such as familiarization trips, media interviews, media event support and attendance on related familiarization trips if required on behalf of the CTC,

### Social Media

- a. Elaborate and execute a social media plan to support CTC's global social media strategy specifically in Facebook and Twitter channels including monitoring, listening, seed content and growing followers;
- b. Elaborate and execute a social media plan as part of the consumer core campaigns and in complement to the media, public relations and trade campaigns. One for spring/summer, one for winter and/or on an opportunistic basis as required;
- c. Provide at least one dedicated full time account executive to the CTC for social media activities;
- d. Develop a monthly report on different channels' activity, including but not limited to Facebook, Twitter, and Instagram; and
- e. Provide social media support to the different CTC events and shows throughout the year including activities helping to increase the social media awareness among different audiences.

### Communications:

- a. Provide media buy services when required, identifying those external channels that better impact our target audiences based on our [Explorer Quotient](#) (EQ) segmentation process;
- b. Provide creative services when required, to support different CTC activities such events, shows, consumer campaigns, etc.; and
- c. Include written translation services (English to Spanish and Spanish to English) when required.

## **SECTION D – MANDATORY CRITERIA QUESTIONNAIRE**

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Full compliance with mandatory criteria is required in order for proposals to be further evaluated.

### **D.1 Mandatory Requirements**

There are no mandatory criteria included in this NRFP.

## SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

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Proponents should respond to the questions below clearly and concisely. If the proponent is attaching documents as part of their response to a specific question, the proponent should reference the attachments in their response.

### E.1 Administrative Requirements (Information Only)

Q1. For identification and information purposes only, provide the following information about your company:

- Complete legal company name and address
- Primary business and length of time business established
- Number of direct employees
- Nature of company (i.e. sole proprietorship, corporation, partnership, joint venture)
- Corporate head office and branch locations
- Primary contact for this NRFP (name, title, phone number and e-mail)

**Response:**

Q2. List three customers with similar requirements to those described in this NRFP who we may contact as references. For each reference include name of organization, key contact information (name, title, phone, e-mail), and a brief description of the service provided/performed. Proponent agrees that CTC may contact any of these references.

Note: It is requested that proponents refrain from using CTC as a reference in their proposal.

**Response:**

### E.2 Business / Technical Requirements

Q3. Provide a company profile and include the experience you have in providing public and media relations, social media and communications services in Mexico as described in C.3. What differentiates your company in providing these services?

**Response:**

Q4. Explain how CTC's account will be managed, and include information on the experience, education, expertise, areas of responsibilities and roles of the following individuals proposed to provide the deliverables described in C.3 and C.4;

- a) dedicated full-time account executive that will be assigned to provide media relations, and public relations;
- b) the account executive that will be assigned to coordinate all activities for events; and
- c) dedicated full-time account executive that will be assigned for social media activities

Include resumes for all proposed account executives, and any other key personnel that will be assisting with managing CTC's account.

**Response:**

Q5. Provide three (3) examples of work where your company provided public and media relations services that delivered high profile coverage that positively impacted your client's corporate reputation. Describe the approach and strategy that your company used to create value for the client.

**Response:**

Q6. Provide two (2) examples of work where your company provided social media services that delivered high profile coverage that positively impacted your client's corporate reputation. Describe the approach and strategy that your company used to create value for the client.

**Response:**

Q7. Provide one (1) example of work your company has been involved in media buys for your client that has been able to deliver high brand impact.

**Response:**

Q8. Please include an additional narrative that presents a strong case for why the CTC should engage your firm. In this section, the Proponent may include any additional information or added value that it believes to be essential in creating a thorough understanding of its suitability to perform the requested services.

**Response:**

Q9. Is your company able to provide customer support from 8 a.m. to 5 p.m. Central Mountain Time to support the CTC's Mexico office?

**Response:**

Q10. If applicable, the proponent should submit a list of sub-contractors it intends to use in providing the services described in this NRFP by completing the Declaration of Sub-Contractors form in Appendix 4. The proponent is responsible for supervising and coordinating all activities that they may delegate to the sub-contractors so that all services are seamless to the CTC.

If applicable, indicate the quality control measures and/or contract resolution processes you have in place for your sub-contractors to ensure that the services are provided in a seamless manner.

**Response:**

## SECTION F – PRICING

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Proponents should submit their pricing proposal in a separate file from the rest of their response. In the pricing submission, reference the NRFP # and name along with company information.

Proponents are encouraged to present a best value for cost when submitting all pricing requests, while taking into consideration all of the requirements in this NRFP as demonstrated through the questionnaire in Section E.

When evaluating proposed pricing, CTC may consider the total cost of ownership (TCO) associated with the product or service over its lifetime including, but not limited to, acquisition cost, staffing resources, training, installation, support, maintenance, transportation and logistics, operating costs, and disposal costs. This may also include transition, migration or integration costs which the CTC would be expected to pay. There should be no hidden costs which the CTC discovers at the end of the term.

CTC does not make a commitment or guarantee of any dollar value or volume of business for any proponent.

### F.1 Proposed Pricing Detail

All prices should be quoted in the **Canadian** dollars, excluding taxes.

F.1.1 Identify below the position title and the corresponding hourly rate fees that will be charged to CTC for each position that will be assigned to CTC's account. Please list in descending order of seniority and include their function/responsibility. Indicate rates applicable for the three (3) year term of the contract.

Position Title	Function/Responsibilities	Hourly Rate Fee	Estimated # of hours of work per month on the CTC account

The hourly rates provided may be used to negotiate between the parties a monthly service fee for the services described in the Statement of Work (Section C).

F.1.2 Identify below your expected pricing strategies for the following items that may be required outside of the day to day operations described in the Statement of Work (Section C).

- a) For additional campaigns that the CTC Mexico office may run in the summer and winter, how does your company expect to price this work for public and media relations? How does your company expect to price this work for social media services?

- b) The CTC may require the Contractor to complete Media Buys on their behalf, what are your agency fee's to do this work? Are there any additional costs associated with this type work?

**F.2 Payment Discounts**

CTC prefers a Net 30 payment term and may consider accelerating payment based on early payment discounts.

F.2.1 Indicate your payment terms, and explain any early payment discounts available to CTC.

**F.3 Pricing Strategies**

CTC may be open to other pricing strategies, incentives, volume discounts or other offerings that would benefit CTC. CTC, at its sole discretion, may or may not review or consider any such offerings that are proposed.

F.2.2 Please indicate any other pricing strategies that your company may be willing to discuss with CTC.

## **SECTION G – PRESENTATION / DEMONSTRATION REQUIREMENTS**

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### **G.1 Presentations / Demonstrations Requirements**

CTC will require proponents, who have made the Shortlist, to give a presentation.

Proponents invited to make a presentation will be expected to demonstrate their firm's professional services and capabilities in support of CTC's mandate and strategic objectives. Proponents may be required to clarify and/or expand on information contained in their written proposals.

Presentations will last no more than two (2) hours and the proponents might bring any additional material that will help them to support their proposals. Presentations will be done in English.

Proponents may be expected to highlight the following:

- Meet account representative(s);
- Capabilities to meet CTC's business;
- Case Study Example

Presentations will take place at:

Insurgentes Sur 1898. 14<sup>th</sup> floor  
Col. Florida.  
Mexico City, Mexico  
C.P. 01030

All costs associated with the presentation will be the responsibility of the proponent.

## SECTION H – NRFP PROCESS AND TERMS

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### H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Intent to Submit	November 28, 2013, 14:00 hours PT
Deadline for Questions	December 5, 2013, 14:00 hours PT
Closing Date and Time	December 13, 2013, 14:00 hours PT
Presentations of Shortlisted proponents (if required)	The week of January 13-17, 2104
Notification: CTC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	January 22, 2014
Timeframe for Negotiations	15 business days following notification by CTC

Note: The schedule is subject to change at CTC's sole discretion.

### H.2 Interpretation of the NRFP

If a proponent is in doubt as to the intended meaning of any part of this RFP or finds errors, omissions, discrepancies or ambiguities, questions may be submitted and, if deemed necessary by CTC, an amendment to the NRFP may be issued.

It is the proponent's responsibility to understand all aspects of the NRFP requirements. Should any details necessary for a clear and comprehensive understanding be required, it is the proponent's responsibility to obtain clarification before submitting a proposal.

### H.3 Inquiries and Communication

No individual other than the designated Contracting Authority identified on the NRFP cover is authorized by CTC to comment on any portion of this NRFP or the requirements described in this NRFP. CTC will not be bound by, and the proponent agrees not to rely upon, any information given or statements made by persons other than the designated CTC Contracting Authority.

Making inquiries to an unauthorized person or any attempt to influence the outcome of this process by contacting CTC employees (other than the Contracting Authority), the Board of Directors or government officials will result in immediate disqualification and may result in exclusion from future competitions.

### H.4 Accuracy of Information

While the information set out, or referred to, in this NRFP has been prepared and included in good faith, CTC does not give any representation or warranty whatsoever that it is all-inclusive or that it is free of error. Some items may change at any time due to business circumstances.

### H.5 Amendments

Information, instructions, modifications, and/or questions and answers may be incorporated by CTC in an amendment to the NRFP. If this NRFP was posted on the Government of Canada BuyandSell.com website ("BuyandSell"), CTC may post amendments to BuyandSell, provide to all proponents who received an invitation, or provide to all proponents who submitted an Intent to Submit a proposal.

It is the proponent's responsibility to regularly review BuyandSell for amendments to the NRFP that CTC in its discretion may post prior to Closing Time. Such amendments may contain important information, including significant changes to this NRFP. Proponents are responsible for reviewing all amendments and confirm that all amendments issued have been read and included in the Proponent's response (see Appendix 3).

**H.6 Modification and Withdrawal**

Modifications to, or withdrawals of, a submitted NRFP will be accepted by the CTC by e-mail notice provided that such e-mail is received by CTC before the Closing Time. Modifications or additional information received after the Closing Time will not be accepted except upon invitation and request from the Contracting Authority.

**H.7 Period of Validity**

Proposals must remain open for acceptance for a period of not less than one hundred and twenty (120) days from the Closing Time.

**H.8 Proposal Expenses**

All costs, including travel, incurred by the proponent in the preparation of its proposal, participation in this NRFP, presentations, demonstrations, or the negotiation of any resulting contract, will be the sole responsibility of the proponent and will not be reimbursed by CTC. All such costs are taken at the sole risk of the proponent. By participating in this NRFP, the proponent agrees to absolve the CTC of any responsibility for the same.

**H.9 Language**

Proposals may be submitted in either French or English. The working language for the NRFP process and subsequent contract will be English.

**H.10 Contract Award**

The CTC reserves the right to negotiate contract scope and terms with the proponent whose expertise, experience, vision and reputation are judged to best serve the interests of the CTC, hereafter the "Preferred Proponent". Proponents are cautioned not to assume that the lowest priced proposal will result in a contract award.

The CTC will enter into discussions and negotiations with the Preferred Proponent to reach agreement on the final terms of the Agreement. Negotiations may include requests by CTC for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or confirm the conclusions reached in the evaluation and may include requests by CTC for improved pricing from the proponent.

Consecutive Negotiations - The top ranked proponent, as established under the evaluation, will be invited to enter into contract negotiations with CTC. CTC intends to conduct negotiations within the Timeframe for Negotiations.

If, for any reason, CTC and the Preferred Proponent fail to reach complete agreement within the Timeframe for Negotiations, the CTC will be at liberty to terminate the discussions with the Preferred Proponent and invite another suitably qualified proponent to enter into negotiations to reach agreement for the services. There will be no legally binding relationship created with any proponent prior to the execution of a written agreement.

**H.11 Contract**

If a contract is subsequently negotiated and awarded to a proponent as a result of this NRFP process;

- i. any such agreement will commence upon signature by the duly authorized representatives of the CTC and the successful proponent; and

- ii. may include, but not be limited to, the general contract terms contained in Appendix 5.

#### **H.12 Debriefing**

Upon request, and at CTC's sole discretion, CTC will only provide a debriefing to proponents who met or exceeded the minimum Threshold or Shortlist. All requests must be in writing to the CTC Contracting Authority and should be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a stronger proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### **H.13 Material Circumstances**

A material circumstance means any circumstance or relationship which may lead to an unfair advantage including but not limited to: being associated to or related to a CTC employee or Board member of CTC; having access to information not available to other proponents; communicating with any unauthorized person with respect to the NRFP process; engaging in any action which constrains or limits the ability of another proponent to submit a proposal for the goods or services herein; providing a gift or benefit to a CTC employee or Board member; or engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process (each a "Material Circumstance").

CTC may consider any Material Circumstance (as defined above) as disclosed in a proposal or otherwise, and CTC may eliminate a proposal from consideration on the ground that a Material Circumstance gives rise to a conflict of interest that CTC considers in its opinion would give rise to unfair advantage in the NRFP process, or would otherwise prejudice the integrity of the NRFP process.

#### **H.14 Proponents Not to Promote Their Interest**

Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this opportunity.

#### **H.15 Confidentiality**

The CTC recognizes the proprietary nature of information that may be contained in response to this NRFP. Proponents must clearly mark and identify those areas of their proposals which contain confidential information. CTC will not use or disclose such confidential information, except for the purposes of evaluating the proposals submitted under this NRFP or as may be required by law, including but not limited to the *Access to Information Act* and the *Privacy Act*.

Proponents shall keep confidential all information received from the CTC and other information developed for the CTC in connection with this competition. Proponents shall not use CTC's confidential information except as required to develop a proposal and presentation in response to this NRFP.

Except as required by law, CTC will not disclose or publish the identity of proponents, nor reveal in any way the substantive information and financial terms contained in any proposal. Only the name of the Contractor will be revealed at the conclusion of the process and only after an agreement has been fully executed by the contracting parties.

#### **H.16 Publicity**

Proponents must not refer, expressly or by implication, to the CTC, or to this competition, in any advertising or other publicity release unless otherwise approved in advance and in writing by the Contracting Authority.

**H.17 No Collusion**

By submitting a proposal, the proponent represents and confirms, with the knowledge and intention, that CTC may rely on such representation and confirmation, that its proposal has been prepared without collusion or fraud, and in fair competition with proposals from other proponents.

**H.18 Law**

This NRFP process and any subsequent agreement will be governed by the laws of the Province of British Columbia and any dispute will be subject to the jurisdiction of the courts of British Columbia and all applicable federal laws.

**H.19 Indemnities**

The proponent shall be responsible for and shall indemnify CTC from all claims, loss and damages that relate to or arise out of errors, omissions or negligent acts of the proponent, its employees or agents associated with this NRFP process and all costs associated with those claims, loss and damages.

**H.20 Rights of the Canadian Tourism Commission**

In addition, CTC reserves the right, in its sole and absolute discretion, to:

- H.20.1 accept any proposal in whole or in part, with the exception of proposals that fail to comply with mandatory criteria, whether or not it is the lowest priced proposal and without prior negotiation;
- H.20.2 reject any, all or part of any proposal that:
  - i. is incomplete, obscure, irregular or unrealistic;
  - ii. fails to meet the objective of the NRFP;
  - iii. fails or omits any mandatory information; or
  - iv. is non-compliant with any requirement of this request;
- H.20.3 not accept any deviations from the stated terms and conditions;
- H.20.4 terminate the process at any time and/or re-issue this NRFP at any time;
- H.20.5 obtain information from the proponents to seek clarification or to verify any or all information provided by the proponent at any time throughout this NRFP process;
- H.20.6 contact references;
- H.20.7 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to CTC;
- H.20.8 incorporate all, or any portion of the Statement of Work, the NRFP, and the successful proponent's proposal into a resulting contract document;
- H.20.9 to make an award in whole or in part, including the right to select and contract with more than one proponent to meet the requirements of the NRFP;
- H.20.10 not enter into any contract at all with any proponents responding to this NRFP.

## SECTION I: LIST OF APENDICES

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APPENDIX	FILE NAME	PAGES
1	Proponent Acknowledgement	1
2	Material Circumstances Disclosure	1
3	Amendments	1
4	Declaration of Sub-Contractors	1
5	General Contract Terms	1

**APPENDIX 1: PROPONENT ACKNOWLEDGEMENT FORM**

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The proponent agrees that the information provided in their proposal is accurate and declares that he/she is a duly authorized signing authority with the capacity to commit his/her firm/company to the provisions contained herein. By signing below, the proponent specifically acknowledges that it has read, understood and agrees to the terms of this NRFP.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Authorized Signature:

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Printed Name:

---

Title/Position:

---

Company Name:

---

City:

---

Address:

---

Phone Number:

Fax Number:

---

E-mail Address:

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**APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM**

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MATERIAL CIRCUMSTANCE:

CTC requires proponents to disclose all Material Circumstances (as defined in H.13) as an attachment to their proposal.

Check ONE:

No, there are no Material Circumstances to disclose; OR

Yes, there is/are one or more Material Circumstance(s) to disclose and a disclosure statement is attached.

**APPENDIX 3: AMENDMENTS**

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Please confirm that any amendments to this NRFP issued have been read and included in proponent response. List the Amendments included in the response (if applicable).

Amendment No.:	Dated:	# of Pages:
Amendment No.:	Dated:	# of Pages:
Amendment No.:	Dated:	# of Pages:
Amendment No.:	Dated:	# of Pages:

**APPENDIX 4: DECLARATION OF SUB-CONTRACTORS**

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The goods and or services in this proposal will be provided solely by the company named in Appendix 1 – Acknowledgement.

Sub-contractors will be used to provide the goods and or services described in this proposal.

Companies called on as Sub-Contractors to collaborate in the execution of the proposed services.

Name:

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

% of services the Sub-Contractor will be providing: \_\_\_\_\_%

## **APPENDIX 5: GENERAL CONTRACT TERMS**

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The following general terms may be required by the CTC in order to be awarded the Work under this NRFP. Specific language for each of these terms will be negotiated between the parties:

1. Non-exclusive contract;
2. Contract term as provided in the NRFP;
3. The Contractor will designate key personnel assigned to the CTC file who cannot be changed without the approval of the CTC;
4. Dedicated time commitments (full time equivalent basis) on a monthly or annual basis to CTC work, if applicable;
5. Service levels for typical work (e.g. commitments for timing from planning stages to campaign launch);
6. All intellectual property created by the Contractor will be the property of CTC. Contractor will certify that the intellectual property is delivered free from encumbrances and in compliance with all applicable laws;
7. Contractor will undertake to ensure that all campaigns and other activities conducted on behalf of the CTC in the Contractor's market are done in compliance with applicable laws;
8. Contractor, including their sub-contractors, indemnifies the CTC for any breach of the contract, in particular claims relating to breach of privacy, third party intellectual property claims, compliance with laws, etc.;
9. Contractor to maintain the appropriate insurance;
10. Fees to be paid on the basis of work delivered;
11. All expenses incurred by the Contractor to be passed through to the CTC without markup, including media placements;
12. Confidentiality clauses to be included;
13. CTC shall be entitled to terminate for convenience upon 60 days written notice and upon payment for any work completed or committed to the date of termination. If CTC terminates the contract or a particular work order for breach, then CTC is not required to pay for the work;
14. CTC approval required prior to Contractor sub-contracting all or part of the work or assigning the contract;
15. Contract to be governed by British Columbia law; and
16. Dispute resolution: senior management intervention followed by binding arbitration to be held in Vancouver, BC in accordance with the rules of the British Columbia International Commercial Arbitration Centre.