



Canadian Tourism
Commission

Commission canadienne
du tourisme

Negotiated Request for Proposal

Name of Competition:	Pay Per Click, Search Engine Optimization and Social Media Consultant
Competition Number:	CTC-2013-NK-02
Closing Date and Time:	January 15 th , 2014, 14:00 Pacific Time (PT)
Contracting Authority:	Nathan King 604-638-8343 procurement@ctc-cct.ca

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SECTION A – INTRODUCTION

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 select one or more proponents for pay per click (PPC), search engine optimization (SEO) and social media consultant(s) to manage the CTC's paid search and paid social media campaigns and the delivery of data-driven recommendations allowing the CTC to better select the channels, platforms and content which will help the CTC grow an effective share of voice online based on its business objectives. See Statement of Work (Section C) for detailed requirements.

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

B.1 Mandatory Criteria Evaluation

To qualify for evaluation, proposals will first be checked against the mandatory criteria set out in Section D. Proponents 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) 45%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 27% (60% of 45%) or higher (the “Threshold”) will be evaluated further based upon, but not limited to Proposed Pricing.

B.2.2 Proposed Pricing (Section F) 30%

Following evaluation of Proposed Pricing, CTC may limit further evaluation to a limited number of the top ranked proposals up to a maximum of the four (4) top ranked 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, January 15th, 2014**.

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, December 20th, 2013.

B.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until 14:00 hours PT, January 7th, 2014. 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 and should reference "**NRFP CTC-2013-NK-02, Pay per Click, Search Engine Optimization and Social Media Consultant - 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.

B.5 Contractor Performance Management

The CTC is committed to fostering and supporting strong positive relationships with its Contractors to ensure critical services are maintained and the highest value and corporate wide economic benefits are realized. As such, the Contractor's performance during the term of any agreement may be assessed using key performance measures.

Any Contractor who has demonstrated poor performance during either a current or previous agreement with the CTC may be considered as an unqualified proponent and their proposal may be rejected. CTC reserves the right to exercise this option as is deems proper and/or necessary.

SECTION C – STATEMENT OF WORK

C.1 Background

The CTC is a national tourism marketing organization. Our vision is to inspire the world to explore Canada. We do so by promoting a compelling and consistent image of our country in the international tourism marketplace. A tourism brand inspires travellers to visit by sparking their imaginations and building an emotional connection. The Canada Keep Exploring brand (“Canada brand”) does just that. It captures the authentic and inviting personality of Canadians while emphasizing a strong sense of place. It motivates and inspires travellers to see Canada as a place where they can experience something extraordinary. The CTC leads Canada’s tourism marketing efforts by using four business channels: media relations, trade, consumer, and business events in global markets and consumer segments where there is the highest potential for return on investment.

Our current approach targets travelers domestically in Canada and in the following eleven key geographic markets:

United Kingdom	United States	India
Australia	Germany	South Korea
Mexico	France	Japan
Brazil	China	

CTC markets Canada on all channels and platforms (owned, earned and paid), direct to consumers and B2B. The CTC is looking for a lean, innovative, creative, data-driven and conversion-driven Contractor(s), who is knowledgeable and experienced in all marketing channels and tactics to:

- Build and manage efficient paid campaigns for the CTC (in search engine and social media platforms) in markets under the direction of CTC;
- Help the CTC increase its share of voice in digital media based on its business objectives by informing the CTC where will be most effective to distribute our content online; and
- Guide the CTC in its content marketing efforts by making recommendations and conceiving strategies based on data-driven findings.

C.2 Scope of Services

The Contractor(s) should be able to perform the following scope of services in all of the markets shown in section C.1. In addition, the Contractor(s) should have local language professionals in all of the markets to execute this work. At this time China is only an optional requirement, these services are not currently required for China but the CTC’s focus may shift in the future.

C.2.1 Paid search campaigns

The Contractor(s) should build, run, optimize and report on paid campaigns on all search engines and platforms, including social media platforms (YouTube, Facebook, etc.) or platforms leveraging search (e.g. Search retargeting platforms).

C.2.2 Effective share of voice in digital media

The Contractor(s) should use a variety of tools and resources to increase the CTC’s share of voice across digital platforms, including but not limited to its brand website(s), social media channels and outside of CTC channels. The Contractor(s) should utilize the following, among other tools and approaches, to identify the content and its sources that are best suited for each market and digital media platform:

- web analytics;

- on-page data (SEO Metadata);
- listening tools;
- predictive keyword;
- competitive analysis; and
- paid media.

The Contractor(s) should provide comprehensive and frequent reports to help guide the CTC's content strategy. Those insightful and actionable reports should be a vital resource in sourcing, writing, optimizing and disseminating content that will grow awareness, engagement and conversions. The reports should also assist on determining the most effective digital media platforms based on the CTC business objectives.

C.2.3 Digital analytics:

The Contractor(s) should mine, correlate, analyze multiple sources of data, including but not limited to social media, paid search, web and competitive analytics, to provide insightful and actionable reports, both scheduled and ad hoc, to the CTC. These reports should support the CTC in accomplishing the work outlined in C.2.1 and C.2.2.

C.2.4 Display Advertising:

As an optional requirement the Contractor(s) should have experience in display advertising planning, execution, reporting and experience with real time bidding.

C.3 Tasks and deliverables

C.3.1 Manage paid search campaigns

The Contractor(s) should plan, execute, manage, report on paid keyword-based campaigns on all devices and platforms, such as search portals, Google Display Network, social media platforms and search retargeting platforms.

Includes, but not limited to:

- Develop paid search strategy;
- Perform keyword research and optimization in all markets;
- Create ad-copy and ad groups;
- Manage all major search engines in all of the markets that CTC is operating in (not limited to portal search) and regularly optimize campaigns;
- Perform landing page optimization;
- Set up key performance indicators (KPIs) and scorecards for campaigns; and
- Be able to turn around opportunistic keyword-based campaigns within 24 hours in all CTC markets.

C.3.2 Increase effective share of voice for Canada's brand on digital media platforms

The Contractor(s) should help Canada's brand accelerate effective share of voice on the digital landscape. Activity and conversions, micro or macro, on defined channels and platforms (including but not limited to CTC's owned web properties and social media channels) will reflect the impact the Contractor(s) has/have on the increase in effective share of voice. Work undertaken by the Contractor(s) and the results of that work will inform the CTC on the audiences for its content and on the types of content that best leads to engagement, advocacy and conversion on social media channels.

Includes, but not limited to:

- Execute keyword research that connects and integrates paid search and paid social media;

- Execute keyword competitive analysis;
- Recommend on-page optimization techniques;
- Identify link building opportunities;
- Set benchmarks, establish key performance indicators and scorecard based on CTC's goals;
- Identify content/audiences that drive engagement and advocacy for Canada's brand on social media platforms and on the Internet at large; and
- Guide the CTC on asset syndication and advocate outreach. This would be informing CTC in terms of the asset to syndicate, or the places to syndicate that content in order to get Brand Canada more visible on the internet and drive more engagement.

C.3.3 Digital analytics

The Contractor(s) should be experienced in using various analytics software (search, social media and listening tools) for multiple data sources, including but not limited to social media, web and search engine marketing, and analyze these data sources to provide the CTC with actionable and statistically valid recommendations as it relates to paid media and share of voice. The Contractor(s) should be experienced with attribution modeling, predictive analysis and measuring conversions in the travel industry.

- Track, benchmark and analyse performance; and
- Provide actionable insights on scheduled or ad-hoc reporting.

C.3.4 Display Advertising

The Contractor(s) should be experienced in media planning and buying for display advertising with hands-on experience using real time bidding platforms to traffic ads and analyzing performance on these platforms.

C.4 Schedule

The work is dependent on the budgets in each global market, across campaigns and initiatives. The Contractor(s)' main point of contact will be the CTC's Headquarters, which are in Vancouver, British Columbia. The Contractor(s) should be able to provide 9am -5pm (Pacific Time Zone) customer service coverage to the CTC's Headquarters while supporting the needs of the global markets.

C.5 Roles and Responsibilities

C.5.1 Contractor

The Contractor(s) is to work with various departments at CTC Headquarters and global market offices (e-marketing, marketing, social media, brand, content, research) as well as any other contractors directed by the CTC such as: global sales agents, media buying agencies, web agencies, creative agencies, social media agencies, web development and analytics implementation.

C.5.2 CTC:

The CTC will be responsible for

- Asset development;
- Brand strategy;
- Analytics implementation;
- Web development; and
- Approving any copy that the Contractor(s) creates.

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

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

D.1 Mandatory Requirements

- Q1. The proponent must have demonstrated and proven experience in the last two years setting up, managing and optimizing paid campaigns simultaneously in multiple languages, with the following search engines/platforms.

Complete the table below to demonstrate that you meet this requirement.

Search Engines/Platforms	Details of Experience	
	Client Name	Date of Campaign
Naver		
Yahoo		
Yahoo - Japan		
Bing		
Google		
Facebook		
Twitter		
YouTube		

- Q2. The proponent must have demonstrated and proven experience that they are using local language professionals in PPC and social media, in the following languages.

French (France)	Korean (Korea)	French (Canada)
English (Australia)	Spanish (Mexico)	English (Canada)
English (UK)	German (Germany)	Portuguese (Brazil)
English (India)	Japanese (Japan)	

Submit details to show that you meet this requirement. Maximum response length is 1 page.

- Q3. The proponent must have strong experience using Google Analytics and Adobe SiteCatalyst to pull actionable reports. Do you meet this requirement?

Response:

Yes

No

- Q4. The proponent must have strong experience using social media analytic tools to pull actionable reports. Do you meet this requirement?

Response:

Yes

No

SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

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)

- Q5. 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:

- Q6. 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

- Q7. Provide an organizational chart for the proposed team as it would relate to Section C – statement of work. Include information as to the local language professionals for all deliverables for each of the global markets that the CTC is active in. Additionally, ensure that your response includes the following information for your proposed team: their roles and responsibilities, their geographic location, and how they will communicate and work together to execute this work.

Response:

- Q8. Related to your response to Q7, provide detail to the proposed team's delivery of similar work in the past. If your proposal includes the use of Sub-Contractor(s), please detail their role(s) in delivering this work. Provide two examples, not to exceed 500 words per example.

Response:

- Q9. Describe your bidding tools for the management of paid campaigns (bidding and reporting) and the level of access to these tools you provide your client?

Response:

Q10. How much money does your largest and tenth largest client spend per month and per market on paid search?

Response:

Q11. How much money does your largest and tenth largest client spend per month and per market on Facebook marketing?

Response:

Q12. What percentage of your clients is in the travel industry? Do you have any experience working with destination marketing organizations? If yes, provide relevant information as it relates to Section C – Statement of Work.

Response:

Q13. Based on Appendix 6: Case Study, develop a paid search and social media plan to meet the business objective outlined by the CTC based on the requirements described in Section C – Statement of Work. Include timelines in your response. Not to exceed 1500 words.

Response:

Q14. Client Example: Provide an example where your company has recommended and implemented an innovative solution for a client that has led to quantifiable results. This example should show your ability to mine multiple sources of data and provide actionable recommendations. The example described should relate to Section C – Statement of work. Your response should detail the strategies and tools used as well as the end result for the client. Not to exceed 1500 words.

Response:

Q15. Describe your approach to social media analytics. Provide details as to the strategy and tools that your company uses. Is this completed in house or do you outsource any of this work.

Response:

Q16. What processes will you put in place to ensure that the social listening is easily actioned upon and informs our paid campaigns?

Response:

Q17. What changes have you made to your business in the last two years to ensure you are using industry best practices and continually exceeding your clients' expectations? Provide your top 3 client examples.

Response:

Q18. Explore some of the potential challenges, opportunities and special requirements you came across running paid campaigns and increasing the share of voice on:
 a) Naver in Korea
 b) Yahoo Japan
 c) YouTube
 Include client examples as applicable. Maximum 500 words per platform.

Response:

Q19. Is your company able to provide customer support from 9 a.m. to 5 p.m. Pacific Time to support the CTC's Headquarters?

Response:

Yes No

Q20. Sub-Contractors – 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, for approval by CTC. CTC reserves the right to withhold approval of such sub-contractors.

The proponent is responsible for supervising and coordinating all projects and/or services that they may delegate to the sub-contractors to ensure the services are provided to CTC in a seamless manner.

If applicable, indicate the quality control measures and contract resolution processes you have in place for sub-contractors.

Response:

Q21. Demonstrate that you have proven experience in the last two years setting up, managing and optimizing paid campaigns simultaneously in multiple languages, with the following search engines/platforms:

Complete the table below to demonstrate that you meet this requirement.

Search Engines/Platforms	Details of Experience	
	Client Name	Date of Campaign
Baidu		

Explore some of the potential challenges, opportunities and special requirements you came across running paid campaigns and increasing the share of voice on Baidu.

Response:

Q22. For work in China specifically, provide an organizational chart for the proposed team as it would relate to Section C – Statement of Work. Include information as to the local language professionals for all deliverables. Your response should detail the proposed team’s delivery of similar work in the past. If your proposal includes the use of Sub-Contractor(s), please detail their role(s) in delivering this work.

Response:

SECTION F – PRICING

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 and as demonstrated through their response to 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 **Canadian** dollars, excluding taxes.

- F.1.1 Based on Appendix 6: A Case Study, please provide an accurate budget to develop and execute the paid search and social media plan, proposed in your response to Q13 in Section E, to raise the awareness of the new routes and increase tourism export revenues from the Mexican leisure segment. The budget provided should outline the team members involved, their role in the work and their expected amount of time billed for this work. This should include all costs associated with this work.
- F.1.2 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. The proposed team should include all team members to fully execute the work described in Section C – Statement of Work.

Position Title	Function/Responsibilities	Hourly Rate Fee	Estimated % time billed to the CTC account per month

- F.1.3 Please provide details as to how your company would typically bill your clients for managing and optimizing paid search and paid social media?

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

G.1 Presentations / Demonstrations Requirements

CTC will require proponents, who have made the Shortlist, to give a presentation summarizing how your company will execute the work described in Section C – Statement of Work.

Presentations should be given by the account team members as per your proposal and not by sales agents. Proponents may be expected to highlight the following:

- Ability to meet the requirements outlined in Section C – Statement of Work;
- Clarifications with their proposals/CTC's requirements; and
- Case Study Questions

Presentations will take place at:

CTC Headquarters
Suite 1400 – 1055 Dunsmuir St
Vancouver BC V7X 1L3

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

SECTION H – NRFP PROCESS AND TERMS

H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Intent to Submit	December 20 th , 2013, 14:00 hours PT
Deadline for Questions	January 7 th , 2014, 14:00 hours PT
Closing Date and Time	January 15 th , 2014, 14:00 hours PT
Presentations of Shortlisted proponents (if required)	The week of February 3 rd , 2014
Notification: CTC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	February 17 th , 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 NRFP 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.gc.ca 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 top-ranked proponent(s) whose expertise, experience, vision and reputation are judged to best serve the interests of the CTC, hereafter the "Preferred Proponent(s)". 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(s) 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 Preferred Proponent(s), 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(s) fail to reach complete agreement within the Timeframe for Negotiations, the CTC will be at liberty to terminate the discussions with the Preferred Proponent(s) 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 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

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
6	Case Study	1

APPENDIX 1: PROPONENT ACKNOWLEDGEMENT FORM

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 _____, 2014

Authorized Signature:

Printed Name:

Title/Position:

Company Name:

City:

Address:

Phone Number:

Fax Number:

E-mail Address:

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

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

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

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

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.

APPENDIX 6: Case Study

Case Study: Mexico - Airline

A major, scheduled airline has announced the launch of 3 new routes from Mexico City to Vancouver, Toronto and Montreal. CTC's Emerging Markets team and global market office want to develop an online campaign to raise the awareness of the new routes and increase tourism export revenues from the Mexican leisure segment.