



Canadian Tourism
Commission

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Negotiated Request for Proposal

Name of Competition:	General Sales Agent for South Korea
Competition Number:	CTC-2014-KH-05
Closing Date and Time:	August 6, 2014 - 14:00 Pacific Time (PT)
Contracting Authority:	Kathleen Hayden 604-638-8339 procurement@ctc-cct.ca

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SECTION A – INTRODUCTION

The 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, and 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 position Canada as a destination where travellers can create extraordinary personal experiences.

CTC’s approach focuses on those global markets where Canada’s tourism brand leads and yields the highest return on investment. 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 from commercial firms that are independently established and properly incorporated to provide general sales and marketing services in South Korea. Currently, the South Korea office is managed by CTC staff. The CTC would like to outsource the activities that this office currently provides to a company that can stimulate and establish the Canada brand in South Korea and enhance awareness of the Canada brand in South Korea through on-going travel trade education, travel trade key account management, media relations, and consumer promotional activity. 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 up to a three (3) year period, with possible options to extend on an annual basis by CTC for a total period not to exceed another four (4) 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) 30%

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

B.2.2 Proposed Pricing (Section F) 40%

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 three (3) top ranked proposals (the “Shortlist”). Only those proposals on the Shortlist will be further evaluated based upon Presentations.

B.2.3 Presentations (Section G) 30%

TOTAL 100%

B.2.4 Negotiations

CTC intends to conduct concurrent negotiations, as defined in Section H.10 Contract Negotiations, with a limited number of the top ranked proponent(s) up to a maximum of the two 2 highest scored proposal(s).

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, August 6, 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, July 25, 2014**.

B.3.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **14:00 hours PT, July 25, 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.3.3 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@ctc-cct.ca and should reference "**NRFP CTC-2014-KH-05, General Sales Agent for South Korea - 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 Information and Acknowledgement Form
- Appendix 2 – Material Circumstances Form
- Appendix 3 – Amendments
- Appendix 4 – Declaration of Sub-Contractor (if applicable)
- Section D – Mandatory Criteria Questionnaire
- 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 Overview

The Canadian Tourism Commission (“CTC”) has been operating in South Korea since the year 2009 with the following objectives:

- 1) convert high yield customers to visit Canada; and
- 2) build awareness and consideration for travellers to Canada among perspective travellers

The purpose of this NRFP is to contract with a general sale agent (“Contractor”) to stimulate and establish the Canada brand in South Korea and enhance awareness of the Canada brand in South Korea through on-going travel trade education, travel trade key account management, media relations and consumer promotional activity. It will be important for the proponent to have an excellent reputation of having the highest ethical standards in all business activities.

C.2 Scope of Work

The Contractor should be able to perform the following work throughout each year of the agreement:

- a) Travel Trade Key Development, which include the following tasks:
 - Identify and generate leads for travel trade that is currently selling Canadian programs, or has the potential to and/or expand to selling programs into Canada.
 - Organize a “sales mission” for Canadian sellers to key cities in South Korea (sales mission is defined as a week-long business-to business interchange with pre-scheduled appointments with qualified buyers for Canada. Depending on the Contractor recommendations as far as what is required at this market entry level, a workshop or similar learning experience might be deemed more appropriate in year one).
 - Be the point of contact for servicing for all travel trade, public and media relations and dissemination of information to CTC and industry.
 - Organize familiarization (“FAM”) trips to Canada for qualified travel trade.
 - Provide liaison assistance to Canadian sellers on an approved basis.
 - Identify and recommend trade shows, media and events for the South Korean market.
 - Manage and execute on-going trade education and development through consistent and regular training, seminars, presentations, and utilizing the Canada Specialist Program (CSP) or other programs as designated, and Key Account Program.
 - The Key Account Program is the identified tour operators and receptives and other like organizations that have been identified as the top b2b clients for the CTC. The Contractor will be required to maintain and manage all relationships associated with this list and monitor their performance.
 - Assist with the establishment and reinforcement of CTC’s brand, using key CTC tools such as CTC’s Canada Specialist Program (www.canada.travel/csp), CTC’s digital asset management system (DAM), CTC Media Centre (mediacentre.canada.travel/), web, and research. (CTC shall provide these tools to the successful proponent).
 - Establish and support in-market partnerships. This may include key travel trade accounts and Canadian partners within South Korea.
 - Provide quarterly South Korea market updates to CTC in a format which includes updates on air capacity, economic and political environments, emerging tourism trends, market development activities (trade; consumer; media; public relations), competitive environment and future outlook.
 - Coordinate, communicate and generate partnership agreements with industry partners on Trade events and activities.

- All other trade servicing related work as directed by CTC and/or support required by CTC in fulfillment of its sales and marketing commitments.
- b) Travel Trade Development Deliverables:
- Plan and organize the attendance of up to at least 20 South Korean agents to CTC's event, Showcase Canada Asia, held in a city that will be determined each year. This provides a unique opportunity of intense B2B networking and relationship building between Canadian travel industry partners introducing new and exciting Canadian products. Information on Showcase Canada Asia can be found here: <http://ctc.teameventmanagement.com/asia>
 - Plan and organize the attendance of up to 20 South Korean agents to CTC's event Rendez-vous Canada, to shop for Canadian products considered as a four season destination, and experiences alongside all other buyers from CTC's international markets. Information on Rendez-vous Canada can be found here: <http://rendezvouscanada.travel>
 - Engage and participate in approximately 3-7 trade shows and events in smaller markets/cities within South Korea to create destination awareness for Canada and develop new market segments.
 - Continually develop, educate and engage key travel trade accounts; including through EQ, CSE and the expansion of CSP which includes distribution of point of sale (POS) materials during industry trade events to acquire no less than 300 additional CSP accredited agents, however targets will be set against a balanced scorecard for the region.
 - EQ is defined as the proprietary customer segmentation model of the CTC.
 - CSE is defined as the Canadian Signature Experiences product collection.
 - CSP is defined as the Canada Specialists Program for agent education.
 - Develop and organize in collaboration with industry partners approximately 2-3 trade focus FAM trips of at least 6 tour operators each to educate and engage on new products and experiences during Canada's four seasons.
 - Develop and maintain healthy relations with South Korean travel trade agents through the distribution of quarterly e-newsletter and visitation to ensure the right mix of agents promoting and selling Canada as a premium travel destination.
- c) Media Relations & Public Relations & Social Marketing Services, which include the following tasks:
- Develop public relations and media relations strategies and execute on the plan.
 - Coordinate, communicate and generate partnership agreements with industry partners on Canada media relations FAM trips.
 - Liaise with business media, travel trade media, consumer and lifestyle media.
 - Design and implement a strategic marketing plan for trade and media relations and social media with the given budget.
 - Work with the CTC global media relations team in Canada on journalist/media visits, celebrity promotions, media events.
 - Maximize media relations return on investment by connecting key outlets with travel stories and media FAM trip opportunities that will resonate for the outlets' audience and have a targeted reach.
 - Proactively pitch stories.
 - Manage press briefings and conferences.
 - Disseminate relevant communication to travel trade through press releases and announcements.

- Develop collateral materials (press kit; video news release, news release, newswire packages, etc.).
 - All other public relations & media services related work as directed by CTC.
- d) Media Relations, Public Relations & Social Marketing Deliverables:
- Facilitate media activities during CTC's events; Rendez-vous Canada, Showcase Canada Asia, GoMedia Canada, and other related activities as required to leverage trade events exposure and awareness through the media outlet. Information on GoMedia Canada can be found here: <https://www.media.gomediacanada.com>
 - Develop a media strategy focusing on the integration of key tour operators as call to action to divulge travel trade partnership in promoting Canada as a four season travel destination. Develop and organize, in collaboration with industry partners, a media FAM trip with a focus on TV productions that promotes Canadian brand experiences, focuses on summer, culinary, shopping and urban experiences, and leveraging Canada's media exposure through the TV show (or comparable media vehicle).
 - Develop and organize in collaboration with industry partner's approximately 2-4 media focus FAM tours of at least 6 journalists/ bloggers/influencers each to promote signature experiences during Canada's four seasons.
 - Organize the attendance of at least 3 media people for the GoMedia Canada event for an opportunity to work with industry partners to develop stories and images/films.
 - Develop and maintain healthy relations with Korean media and public relations through pitching and triggering features/editorial stories to the media then monitoring press releases and media clippings to enrich CTC's online media center content for Canada brand stories, CTC news, and blogs. This includes integrating social media activities with the goal of continuing to grow the number of followers on CTC social media outlets such as Facebook.
 - Generate, maintain, respond, produce, distribute, post, edit and manage content for distribution to all social media channels and promotion to increase CTC Korea social media exposure and influence. This includes all vehicles like Navar, Facebook, Twitter, YouTube and other relevant channels enlisted for Korea.
 - Actively engage in all social marketing keeping abreast of trends and leveraging their influence for content distribution, opportunities and as a vehicle to work with agents, the travel trade and the consumer directly.
 - Develop and execute Winter, Spring, Summer and Fall social marketing campaigns with key accounts and preferred agents in partnership with Canada's industry partners to increase brand awareness and differentiate Canada as a four season travel destination.
 - Provide social marketing and MR/PR reporting.
- e) Other Required Deliverables - with CTC Management of the South Korea operations by way of the CTC regional hub office located in Vancouver BC, Canada ("HQ Regional Hub").
- Provide reporting requirements, support, and advice to Managing Regional Director at HQ Regional Hub.
 - Anticipate dealing with requests for information from CTC's headquarters, participation on CTC conference calls, and attendance or representation at industry or political alliance events (i.e. Consulate of Canada) as needed, and approved by Regional Hub.
 - Work towards definable measures in the CTC's balanced scorecard (BSC) which sets annual corporate targets based on its strategic priorities. The Contractor's performance will be reviewed annually via the HQ Regional Hub against set targets.
 - Provide effective and timely communications with the CTC and HQ Regional Hub, as well as a broad range of partners, stakeholders, and relevant third-parties.

C.3 Account Management

CTC will require the Contractor to provide a key contact (“Account Manager”) that will manage CTC’s account, and be responsible to co-ordinate all activities described in this Statement of Work. The Account Manager and any other representatives (“Account Team”) should have the experience and knowledge to provide the deliverables in an innovative and professional manner. English acumen is an imperative.

C.4 Out of Primary Scope

The following is not within the primary scope of work, and may be required on an as needed basis, if required/requested.

a) Consumer Marketing, which include the following tasks:

- Develop media plans, including, without limitation, advertising, relationship marketing, media, research and analysis, competitive analysis, interactive, video, promotions, design, collateral material, social media and special events as requested by the client.
- Negotiate and purchase advertising media placement, directly or indirectly, with the most favourable terms and rates available to the CTC in order to carry out the plans.
- Prepare pre and post media buy analyses.
- Evaluate plans including, without limitation, brand awareness and preference, direct response results, conversion, media coverage and cost effectiveness.
- Plan, create and prepare concepts, layouts and copy to be used in the execution of plans, if requested.
- Generate and manage content for all social media campaign advertising and promotion related to a consumer campaign.
- Responsible for making timely payment to all third parties contracted by the Contractor on behalf of the CTC.
- Provide, at the CTC’s request, strategic and general marketing communications advice.
- Purchase, develop or secure rights in and to all intellectual property developed for the CTC by the proponent’s employees, agents or contractors.
- Ensure that production services are carried out through to completion in all aspects, including without limitation, brand compliance.
- Adopt marketing communication campaigns and creative platforms to reflect local social-cultural and language norms in the South Korea market;
- Coordinate, communicate and generate partnership agreements with industry.

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

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

D.1 Mandatory Requirements

D.1.1 The successful proponent must be located in Seoul, South Korea or be willing to relocate to Seoul, South Korea. Are you able to comply with this requirement?

Yes

No

D.1.1 The successful proponent must be able to service key accounts and media throughout South Korea. Are you able to comply with this requirement?

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 Business / Technical Requirements

E.1.1 Tell us about your company and include the following:

- a) organizational structure and additional resources, services, and support your company can provide to assist CTC with its objectives;
- b) years of experience, reputation, core competencies and recognized expertise in the market; and
- c) why your level of expertise and experience are a good fit for the CTC.

E.1.2 Tell us what you think is a great example of the CTC's work in South Korea and why.

E.1.2 Provide information and resumes on the Account Manager and Account Team that would work with the CTC, and include:

- a) details of their relevant experience, education and expertise;
- b) roles and responsibilities; and
- c) experience with travel and tourism;

E.1.3 Describe your ideal working relationship with CTC and the actions or steps that you will have in place to ensure deliverables are met and communications are maintained.

E.1.4 Provide an example that can demonstrate your company's experience in representing a tourism destination within South Korea.

E.1.5 Provide two examples that demonstrate your ability to market a tourism destination in South Korea. Include how your marketing strategy will align with tourism targets, with the media/ public relation sector and travel tourism trade, and consumer advertising outlets.

E.1.6 Provide one case study that would demonstrate your company's ability to successfully develop key accounts of travel trade for your client in key cities in South Korea.

E.1.7 Describe how your firm plans to develop key accounts of travel trade for CTC in key cities in South Korea.

E.1.8 Describe:

- a) key challenges and opportunities you foresee in promoting Canada in the South Korean market?
- b) Your proposed plan to address those challenges
- c) Your proposed plan to take advantage of those opportunities.

E.1.9 How important do you think the co-ordination role is between the CTC and provincial marketing organizations, city destinations and attractions in-market? How would you work with them?

E.1.10 Which destinations do you see as Canada's key competitors in the South Korean market and how would you differentiate Canada from its competitors?

E.1.11 Provide one case study where you have used public relations and media relations proactively?

- E.1.12 List all media key accounts in South Korea that your company believes would be a good match for the CTC and describe your rationale for your selection.
- E.1.13 Describe how you would integrate social media channels with other activities you undertake to grow tourism for the CTC?
- E.1.14 Please describe in detail the most creative public relation project you've ever delivered and why?
- E.1.15 How will you prioritize around what travel trade events or market places are in the best interest of the CTC? How do you recommend you would execute CTC's presence within these events in order to be effective? What measures will you use to measure success?
- E.1.16 Please describe why you want to represent the CTC in South Korea?
- E.1.17 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 5, 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.

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.

The CTC is constrained by a limited budget; therefore 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

F.1.1 Total Work Hours per Annum – The CTC is expecting to engage the successful proponent to perform a number of activities per year for a fixed annual fee. With reference to question E.1.2 in Section E – Desirable Criteria Questionnaire, proponents are asked to identify an Account Manager and Account Team. Using Appendix 6 – Total Work Hours per Annum, identify each individual's level of commitment to the Statement of Work in Section C, over the course of one year.

F.1.2 Blended Hourly Rate – Provide your blended hourly rate that would be charged to the CTC based on the level of commitment of each of the proponent's employees as shown by the FTE% in Appendix 6. **The blended hourly rate is to include all profit, overhead and any other management fees that the proponent will charge.** The blended hourly rate should not include any expenses or pass-through costs incurred by the proponent on behalf of the CTC.

Blended hourly rate: _____ (CAD), exclusive of tax

F.1.3 Fixed Annual Fee – Provide your fixed annual fee that is derived from:

Total number of hours committed to CTC x Blended Hourly Rate.

Fixed Annual Fee: _____

Note:

- For the purposes of your proposed pricing, proponents are to assume an annual operating budget of \$1mil CDN for program costs (sales and marketing) as well as agency fees.
- For all proposed pricing, travel related expenses (airfare, accommodation, meals, etc.) are to be excluded. All pricing is to be provided in CDN funds and be exclusive of tax.

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 the CTC. CTC, at its sole discretion, may or may not review or consider any such offerings that are proposed.

F.3.1 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 of their capabilities to provide the services described in Section C – Statement of Work.

Proponents may be expected to highlight the following:

- Meet account representative(s)- The Account Manager and Account Team that will be working on CTC's business should be present and active in delivering the presentation;
- Capabilities in providing the services; and
- Proposed strategy to grow tourism for Canada in South Korea.

Presentations will take place on September 4, 2014, in South Korea at a venue yet to be determined. 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	July 25, 14:00 hours PT
Deadline for Questions	July 25, 14:00 hours PT
Closing Date and Time	August 6, 14:00 hours PT
Presentations of Shortlisted proponents (if required)	September 4, 2014. Time to be determined.
Timeframe for Concurrent Negotiations	7 days following notification by CTC
Notification: CTC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	September 30, 2014
Timeframe for Contract Negotiations	30 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 Negotiations

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.

Concurrent 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 Concurrent Negotiations.

At any point in the Timeframe for Concurrent Negotiations, CTC may elect to unilaterally terminate one or more negotiation(s). Final selection of one or more Preferred Proponents will be determined following CTC's receipt of best and final offers (BAFO). Final selection will be based upon best overall value to CTC. There will be no legally binding relationship created with any proponent prior to the execution of a written agreement.

H.11 Contract Award

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

- i. should be negotiated within the Timeframe for Contract Negotiations;
- ii. may include, but not be limited to, the general contract terms contained in Appendix 5; and
- iii. will commence upon signature by the duly authorized representatives of the CTC and the successful proponent.

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 reject any proponent that does not have an excellent reputation of having the highest ethical standards in all business activities;
- H.20.4 not accept any deviations from the stated terms and conditions;
- H.20.5 terminate the process at any time and/or re-issue this NRFP at any time;
- H.20.6 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.20.7 contact references;
- H.20.8 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to CTC;
- H.20.9 incorporate all, or any portion of the Statement of Work, the NRFP, and the successful proponent's proposal into a resulting contract document;
- H.20.10 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.20.11 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 Information & Acknowledgement Form	2
2	Material Circumstances Disclosure	1
3	Amendments	1
4	Declaration of Sub-Contractors	1
5	General Contract Terms	1
6	Total Work Hours Per Annum	1

APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGEMENT FORM

1) PROPONENT INFORMATION

- a) Company Information - 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):	
Primary contact for the NRFP (name title, phone number and e-mail):	

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

Reference #1:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

Reference #2:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

Reference #3:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

2) PROPONENT ACKNOWLEDGEMENT

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

1. The Contractor will designate and assign key dedicated personnel to work solely on the CTC's business. Such personnel cannot be changed without the approval of the CTC. Any other client representation is to be kept separate and apart from the CTC's work;
2. Dedicated time commitments (full time equivalent basis) on a monthly or annual basis to CTC work, if applicable;
3. Service levels for typical work (e.g. commitments for timing from planning stages to campaign launch);
4. 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;
5. 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;
6. 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.;
7. Contractor to maintain the appropriate insurance;
8. Fees to be paid on the basis of work delivered;
9. All expenses incurred by the Contractor to be passed through to the CTC without markup, including media placements;
10. Confidentiality clauses to be included;
11. 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;
12. Contractor will be required to have a style of business card that is acceptable to the CTC when representing CTC;
13. During the term of Agreement, Contractor will be restricted from providing any services to organizations that are similar or may compete for travelers;
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: TOTAL WORK HOURS PER ANNUM

Identify each individual's level of commitment to the Statement of Work in Section C, over the course of one year.

Name	Position	Hours estimate per annum	FTE%
E.g. Jane Doe	CEO	100	5.39%
E.g. Jill Doe	Manager	1855	100%
1)			
2)			
		Total number of hours committed to CTC:	

****FTE %:** An estimate of each individual's level of commitment to the CTC over the course of one year. For example, if the average employee works 1855 hours in a year and the CEO is expected to commit approximately 100 hours to the CTC over the course of one year, then the FTE % is = $100/1855 = 5.39\%$