



Canadian Tourism  
Commission

Commission canadienne  
du tourisme

## Negotiated Request for Proposal

Name of Competition:	Contractor Services - Life Sciences Sales Development
Competition Number:	CTC-2014-MM-05
Closing Date and Time:	Monday August 4, 2014, 14:00 Pacific Time (PT)
Contracting Authority:	Michael Miszczak 604-638-8336 procurement@ctc-cct.ca

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## **SECTION A – INTRODUCTION**

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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 for Contractor Services – Life Sciences Sales Development. This Contractor will manage the execution of a strategy for the CTC’s Business Events Canada (BEC) division’s beta-test around the Life Sciences sector (pharmaceutical, bio-pharmaceutical, medical devices, medical research & development) to drive incremental meetings, conventions and partnerships to Canada. 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 a contract with the selected proponent for a one (1) year period, with the option to extend for an additional period up to one (1) year, at CTC’s BEC unit’s sole discretion. CTC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Contractor.

## **SECTION B – NRFP EVALUATION CRITERIA AND INSTRUCTIONS**

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### **B.1 Mandatory Criteria Evaluation**

To qualify for evaluation, proposals will first be checked against the mandatory criteria set out in Section D. 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 (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) 40%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of (60% of 40%) or higher (the “Threshold/Shortlist”) will be evaluated further based upon, but not limited to Proposed Pricing and Presentation.

B.2.2 Pricing (Section F) 20%

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 2 top ranked proposals (the “Shortlist”). Only those proposals on the Shortlist will be further evaluated based upon a Presentation.

B.2.3 Presentation (Section G) 40%

TOTAL 100%

B.2.4 Negotiations

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

### **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, Monday August 4, 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, Wednesday July 23, 2014**.

#### B.3.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **14:00 hours PT, Wednesday July 23, 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](mailto:procurement@ctc-cct.ca) and should reference "**NRFP CTC-2014-MM-05 Contractor Services - Life Sciences Sales Development - 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 Questionnaire (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

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### C.1 Project Overview

Business Events Canada (BEC) is the division of the Canadian Tourism Commission charged with driving meetings, conventions and incentive travel to Canada. The division is active in the United States, United Kingdom, France, Germany and Belgium. More information on BEC's mandate can be found here:

[http://en-corporate.canada.travel/content/ctc\\_news/business-events-canada-2013](http://en-corporate.canada.travel/content/ctc_news/business-events-canada-2013)

CTC's BEC unit will be taking a deep dive into seven sectors; aerospace, agriculture and food, clean technology, infrastructure/engineering, information/communication technology, life sciences and natural resources over the foreseeable future. This initiative will guide BEC to better understand the industries with the aim of creating new targeted partnerships. The goals are to understand each business sector better, provide better resources, build corporate ties and obtain better access to speakers, university specialists and aligned associations. BEC strategy will be to stimulate the need for meetings and conventions to be held in Canada stimulating future economic development in this country by grabbing the attention of influencers in each sector. Meetings can be the first spark that ignites the interest in Canada as a destination in which to invest.

### C.2 Description of Contractor Services

The successful Contractor should be able to perform the following services:

- A. Manage the execution of a strategy for the BEC division's beta-test around the Life Sciences sector (pharmaceutical, bio-pharmaceutical, medical devices, medical research & development) to drive incremental meetings, conventions and partnerships to Canada.
- B. Be the chief contact for Canada's presence at all pharmaceutical and medical industry tradeshows. Be responsible for budgeting and event Profit and Loss related to their sector. Additional responsibilities include the design and performance of BEC's participation at the aforementioned shows in tandem with the CTC Director, International Partnerships.
- C. As the point person for the Life Sciences sector, inform and guide BEC senior management in appropriate investment strategies, concepts for tradeshows, high profile hospitality and recognition events, and participation in industry and DFATD (Department of Foreign Affairs and Trade Development) sponsored events that are in-line with the sector.
- D. Engage and be responsible for strategic development of events to execution and partner promotion. Activate the *Canada. Keep Exploring* brand and shape stakeholder perception and engagement through BEC's world class programming.
- E. In conjunction with BEC personnel, create and implement a portfolio of partner investment options designed to position Canada as a premier 4-season destination to the US. A primary point of contact for partners seeking information on Life Sciences-oriented Business Events opportunities. This will require interaction with our UK sales office regarding sales generation and provides reactive sales assistance and opportunities not only in Life Sciences but also beyond to all accounts in the US Southeast market.
- F. Identify and emphasize the unique advantages of Canada as a tourism and business destination of choice through development of plans that will interest targeted firms and partnerships.

- G. Continually scan the environment and conduct in-depth analyses of specific opportunities on an on-going basis while engaging high level ongoing contact with key players in the tourism and travel sectors.

### **C.3 Deliverables**

- A. Develop and submit to the CTC BEC unit, a detailed “Tactical Plan” within sixty (60) days following contract execution. The “Tactical Plan”, to be delivered and approved, should identify the Contractors approach to develop and capture business opportunities from newly developed markets, based on the existing CTC MC&IT Strategic Plan. This plan should include (1) program ideas and timelines, (2) identify new and emerging tradeshows and propose a course of action, (3) program ideas on CTC activities, and (4) recommendations on organisations that could extend the reach of the Canada brand;
- B. Develop and submit to the BEC unit, a comprehensive “Monthly Report”. The “Monthly Report”, due on the 10<sup>th</sup> day of the following month, should include new and enhanced market opportunities based on the client data acquired from international MC&IT research. This report should look similar to a traditional sales report and include (1) the number of calls made, (2) potential clients identified, (3) leads generated, (4) activity on behalf of the CTC, (5) program ideas on CTC activities, (6) market intelligence, and (7) a ‘state of the market’ for the US. Potential clients and leads are to be submitted to the CTC BEC business unit in an Excel spreadsheet format;
- C. Provide follow-up reports, to be delivered to the CTC within 3 weeks post an event. The reports are to include all scheduled appointments, group presentations, lead information and key learnings. The report should also include any action items for respective accounts;
- D. Assist in the development, articulation and promotion of BEC’s strategic plan against Life Sciences industry tradeshows and international partnership platforms;
- E. Devise with the BEC Director, International Partnerships, a development plan for tradeshows and strategic platforms that ensures financial sustainability, participant relevancy and satisfaction;
- F. Ensure partner and BEC activation of benefits against all Life Sciences partnership platforms;
- G. Oversee the updating of BEC’s Life Sciences web content including the cultivation of client testimonials. Regularly assist CTC’s advertising agency in procuring content for various projects;
- H. Maintain constant contact with core BEC partners updating them on calendar of events and sponsorship opportunities; and
- I. Report on partnerships and business development regularly and ensure correct and current information in the CRM.

The BEC unit will measure the ROI by a variety of metrics, such as (1) appointments generated during sales missions, (2) number of prospects identified and (3) number of business leads generated by the Contractor(s).

### **C.4 Qualifications**

The successful Contractor should have knowledge pertaining to trends in the international Life Sciences industry, the international economic situation and trends, and related challenges and opportunities, knowledge of industry event & tradeshows around planning, management and lastly, knowledge of the Canadian tourism and meetings sector.

The Contractor should have excellent interpersonal skills with the ability to successfully collaborate with internal stakeholders, build alliances with 3<sup>rd</sup> parties, and attract participation and financial contribution of major sponsors. Primary contacts include BEC/CTC employees, directors and managers, BEC/CTC partners, agencies, and other stakeholders, suppliers and contractors (advertising agencies, production houses, event and décor companies, entertainment suppliers, branded materials suppliers and technical support providers).

In addition, the Contractor will have at least eight to ten years' experience in the Life Sciences (pharmaceutical, medical device, etc.) sales industry with a University degree in a Life Sciences field directly related to the position or a MBA with significant related industry experience. Bilingualism in both English and French would be considered an asset.

#### **Additional Requirements**

- Experience in building and nurturing good working relationships with key stakeholders and leveraging relationships and partnerships with agencies of record as well as internal units;
- Experience in conceptualizing and spearheading new start up initiatives;
- Experience with brand management and related assets to ensure consistency and effective use of the global brand platform
- Experience in project management
- Demonstrated leadership skills with the ability to manage multiple projects and priorities
- Demonstrated ability to educate team members, industry stakeholders and senior management
- Creative and innovative thinker
- Ability to approach brand application and activation with flare
- Demonstrated ability at activation of markets and new concepts
- Ability to understand and excel in different cultures around the world.
- Demonstrated ability to go "above and beyond".

#### **C.5 Regular Points of Contact**

- Director, International Partnerships
- Current and potential Life Sciences customers
- Executive Director, BEC
- Director of Sales, BEC
- Tradeshow companies and vendors
- Contracted Event planner
- Strategic partnership director/contacts with partnership organization
- BEC sales directors
- E-Marketing team at CTC Headquarters
- Advertising agency
- Finance, Procurement and admin at CTC Headquarters
- Provincial/Territorial/Regional and Municipal Destination Marketing Organizations
- BE industry partners i.e. Hoteliers, Destination Management companies, airlines, attractions, customs brokers etc.
- Government contacts i.e. DFATD, etc. in Life Sciences sector

#### **C.6 Maximum Payable**



The total amount payable to the Contractor by the CTC BEC under this Statement of Work shall not exceed \$100,000.00 USD for a one (1) year contract term.

#### **C.7 Expenses to Conduct CTC's BEC Unit's Business**

For pre-approved travel and living expenses, the CTC BEC unit shall reimburse the Contractor in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>), and with the other provisions of the Directive referring to "travelers", rather than those referring to "employees" (see "Special Travel Authorities" link).

Air fare shall be limited to full-fare economy class only. The Contractor is required to seek the lowest possible airfares, including charters and other discounts for each trip, and to book immediately in order to take advantage of the lowest fares. The CTC's BEC unit retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to business or first class may be personally paid by the Contractor, where this is company policy.

All travel and living expenses must be pre-approved by the CTC's BEC unit and supported by original receipts.

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

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

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

**D.1.1** The proponent must provide three (3) professional references. Are you able to comply with this requirement?

Yes

No

**D.1.2** The proponent must have a university degree in Life Sciences field of expertise or an MBA with equivalent work experience. Are you able to comply with this requirement?

Yes

No

**D.1.3** The proponent must have at least eight to ten years' experience in the Life Sciences (pharmaceutical, medical device, etc.) sales industry. Are you able to comply with this requirement?

Yes

No

**D.1.4** The proponent must have a valid Canadian or US passport that allows for travel between the US and Canada. Are you able to comply with this requirement?

Yes

No

## **SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE**

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

### **E.1 Business / Technical Requirements**

- E.1.1 Do you have a professional certification or accreditation in a related discipline from a recognized issuing body? Please state with whom.
- E.1.2 Please provide an overview of how you meet the mandatory requirements as described as: 8-10 years in a Life Sciences sales role.
- E.1.3 Provide a summary (attached and no greater than one page) which describes the relevant experience, education, credentials and areas of expertise and demonstrates your ability to carry out the work as described in this NRFP document.
- E.1.4 Describe your experience with CRM systems.
- E.1.5 Provide a proposed tactical sales plan for the Life Sciences sector that is coherent, complete and aligned with the CTC/BEC strategy. The plan should demonstrate an understanding of the CTC's (BEC's) requirements, efficient use of resources and commitment to report on results.
- E.1.6 Please include additional narrative on why the CTC/BEC should engage you for this role. In this section the proponent may include any additional information that, together with the foregoing comments and information, it believes to be essential in creating a thorough understanding of its suitability to perform the requested services.
- E.1.7 What is your knowledge of the Canadian Life Sciences industry?
- E.1.8 Describe your knowledge of trends in the Life Sciences sector and how this could impact this industry holding meetings and conventions in Canada (include both positive and negative).
- E.1.9 Describe a strategic partnership/platform that you created. How was it conceptualized and spearheaded? What was the ROI?
- E.1.10 Describe your experience in organizing/exhibiting in tradeshow.
- E.1.11 What is your perception of Canada's brand? As a place to do business?

## **SECTION F – PRICING**

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

The CTC is constrained by a limited budget; therefore proponents are encouraged to present a best value for cost when submitting all pricing proposals, while taking into consideration all of the requirements in this NRFP and as demonstrated through their response to Section E.

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 unless otherwise stipulated.

### **F.1 Proposed Pricing Detail – Monthly Fees**

<b>Rate:</b>	\$
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Proponents are requested to provide a monthly fee for the services as described in the Statement of Work. All prices should be quoted in **US** dollars. Contractor is responsible for any and all additional expenses unless otherwise noted.

## SECTION G – PRESENTATION

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### G.1 Presentation Requirements

CTC's BEC unit will require proponents, who have made the Shortlist, to provide a presentation and field questions from the evaluation committee.

Proponents may be expected to highlight the following but should not be limited to:

- Providing a high level tactical sales plan visioning an approach to identify and capture business opportunities as described in the scope of services;
- Demonstrate the ability to effectively communicate information and ideas in written and verbal format;
- A narrative on why the CTC/BEC should engage you for this role;
- Exhibit professional level interpersonal skills – salesmanship; and
- Highlight relevant Industry experience.

Presentation will take place at:

Canadian Tourism Commission  
Suite 1400, Four Bentall Centre  
1055 Dunsmuir Street  
Vancouver, BC V7X 1L2

All costs associated with economy flight travel to the Presentation in Vancouver will be the responsibility of CTC BEC and must be pre-approved.

## SECTION H – NRFP PROCESS AND TERMS

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### H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Intent to Submit	Wednesday July 23, 2014, 14:00 hours PT
Deadline for Questions	Wednesday July 23, 2014, 14:00 hours PT
Closing Date and Time	Monday August 4, 2014, 14:00 hours PT
Presentations of Shortlisted proponents	week of August 11 or sooner
Notification: CTC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	August 13, 2014
Timeframe for Contract Negotiations	2-3 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, unless otherwise indicated. 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 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.

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 Contract Negotiations.

If, for any reason, CTC and the Preferred Proponent(s) fail to reach complete agreement within the Timeframe for Contract 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 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 not accept any deviations from the stated terms and conditions;
- H.20.4 terminate the process at any time and/or re-issue this NRFP at any time;
- H.20.5 obtain information from the proponents to seek clarification or to verify any or all information provided by the proponent at any time throughout this NRFP process;
- H.20.6 contact references;
- H.20.7 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to CTC;
- H.20.8 incorporate all, or any portion of the Statement of Work, the NRFP, and the successful proponent's proposal into a resulting contract document;
- H.20.9 to make an award in whole or in part, including the right to select and contract with more than one proponent to meet the requirements of the NRFP;
- H.20.10 not enter into any contract at all with any proponents responding to this NRFP.

## **SECTION I: LIST OF APENDICES**

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

## APPENDIX 1: PROPONENT ACKNOWLEDGEMENT FORM

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### 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):	

- b) References - 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. 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:	
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**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**

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MATERIAL CIRCUMSTANCE:

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

Check ONE:

- No, there are no Material Circumstances to disclose; OR
- Yes, there is/are one or more Material Circumstance(s) to disclose and a disclosure statement is attached.

**APPENDIX 3: AMENDMENTS**

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

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

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

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

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

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

Name:

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Contact Person:

Title:

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Phone Number:

Fax Number:

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E-mail Address:

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Address:

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City:

Province:

Postal Code:

---

Description of services provided:

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

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

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

1. Non-exclusive contract;
2. Contract term as provided in the NRFP;
3. The Contractor will designate key personnel assigned to the CTC file who cannot be changed without the approval of the CTC;
4. Dedicated time commitments (full time equivalent basis) on a monthly or annual basis to CTC work, if applicable;
5. Service levels for typical work (e.g. commitments for timing from planning stages to campaign launch);
6. All intellectual property created by the Contractor will be the property of CTC. Contractor will certify that the intellectual property is delivered free from encumbrances and in compliance with all applicable laws;
7. Contractor will undertake to ensure that all campaigns and other activities conducted on behalf of the CTC in the Contractor's market are done in compliance with applicable laws;
8. Contractor, including their sub-contractors, indemnifies the CTC for any breach of the contract, in particular claims relating to breach of privacy, third party intellectual property claims, compliance with laws, etc.;
9. Contractor to maintain the appropriate liability insurance and provide a copy of the document if required;
10. Fees to be paid on the basis of work delivered;
11. All expenses incurred by the Contractor must be pre-approved and 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.