



Canadian Tourism
Commission

Commission canadienne
du tourisme

Negotiated Request for Proposal

Name of Competition:	Commercial Aviation Business Intelligence Services
Competition Number:	CTC-2015-MM-02
Closing Date and Time:	Wednesday April 1, 2015, 14:00 Pacific Time (PT)
Contracting Authority:	Michael Miszczak 604-638-8336 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 supports the Canadian tourism industry by 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: Brazil, China, India, Japan, Mexico, South Korea, Australia, France, Germany, the United Kingdom and the United States.

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

A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the “**NRFP**”) is to solicit proposals **to select one or more proponents** for Commercial Aviation Business Intelligence Services including:

- 1) **Passenger airline seat capacity** (derived from Airline Flight Schedules Data) and/or
- 2) One of either **ticketed passenger sales data**, (i.e. ticket settlement data from the International Air Transport Association Billing and Settlement Plan (BSP) and the Airlines Reporting Corporation (ARC)), or **passenger booking data** - Marketing Information Data Tapes (MIDT).

See Statement of Work (Section C) for detailed requirements.

It is CTC’s intent to enter into an agreement with the proponent(s) who can best serve the interests of CTC. At the final outcome of the NRFP process, the successful proponent(s) (“Contractor(s)”) 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(s) 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.

A.2 Contract Term

CTC anticipates entering into negotiations with the selected proponent(s) for up to a two (2) year period, with an option to extend on an annual basis by CTC for a total period not to exceed another three (3) 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(s).

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 Seat Capacity

Proponents responding to Seat Capacity will be evaluated as follows:

B.2.1.a Desirable Criteria Questionnaire (Section E)	40%
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Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% of 40% or higher (the “Threshold”) will be evaluated further based upon, but not limited to Proposed Pricing, Presentations/Demonstrations and Trials.

B.2.1.b Proposed Pricing (Section F)	30%
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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 five (5) top ranked proposals (the “Shortlist”). Only those proposals on the Shortlist will be further evaluated based upon the Product Evaluations.

B.2.1.c Product Evaluations (Section G)	30%
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TOTAL	100%
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B.2.1.d Negotiations	
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CTC intends to conduct consecutive negotiations with the top ranked proponent(s) as defined in Section H.10 Negotiations.

B.2.2 Ticketed Passenger Sales (BSP/ARC) or Passenger Bookings (MIDT)

B.2.2.a 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") will be evaluated further based upon, but not limited to Proposed Pricing, Presentations/Demonstrations and Trials.

B.2.2.b Proposed Pricing (Section F) 30%

Following evaluation of Proposed Pricing, CTC may limit further evaluation to a limited number of the top ranked proposals up to a maximum of the five (5) top ranked proposals (the "Shortlist"). Only those proposals on the Shortlist will be further evaluated based upon the Product Evaluations.

B.2.2.c Product Evaluations (Section G) 30%

TOTAL 100%

B.2.2.d 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, Wednesday April 1, 2015**.

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, **Friday March 20, 2015**.

B.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until 14:00 hours PT, **Monday March 23, 2015**. Questions submitted after this date and time may not be responded to.

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

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

B.3.4 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@ctc-cct.ca and should reference “**NRFP CTC-2015-MM-02, Commercial Aviation Business Intelligence Services - 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 (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 Contractor(s) 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(s) who has demonstrated poor performance during either a current or previous agreement with the CTC may be considered as an unqualified proponent and their proposal may be rejected. CTC reserves the right to exercise this option as is deems proper and/or necessary.

SECTION C – STATEMENT OF WORK

C.1 Background

The CTC's ultimate goal is to grow tourism export revenue by marketing Canada as a tourism destination to foreign travellers. The CTC uses various data sources and analytical tools to identify markets that offer the greatest potential for Canada's tourism industry and to improve its marketing efforts.

Air access is a critical success factor in achieving this goal. The CTC integrates aviation data with its other data sources to identify and quantify opportunities for growth.

C.2 Objective

The purpose of this NRFP is to solicit proposals for the provision of data files and/or business intelligence services on two aspects of aviation data:

- 1) seat capacity, and
- 2) ticketed passenger sales (BSP/ARC) or passenger bookings (MIDT)

One or more proponent(s) may be selected based on the aspects identified and the Proponents area of expertise. **For clarity, a proponent may submit a proposal for 1) seat capacity and 2) one of either ticketed passenger sales data**, (i.e. ticket settlement data from the International Air Transport Association Billing and Settlement Plan (BSP) and the Airlines Reporting Corporation (ARC)), or **passenger booking data** - Marketing Information Data Tapes (MIDT) or both.

C.3 Scope of Work

The proponent(s) is (are) to provide licensed users with ongoing access to data and/or business intelligence services. Proponents are to provide industry-leading web-based support tools accessible on the internet providing users with the means to access and analyze datasets and/or reports. The proponent(s) is also required to provide a calendar of scheduled maintenance and data refreshes.

C.4 Proponent Responsibilities

The list below indicates responsibility of the proponent(s) but is not limited to the forgoing.

Data quality – demonstrate that regular quality assurance checks are conducted to ensure data is accurate. Notify licensed users when data issues are discovered and provide a description of the issue and potential impacts.

Training – provide training services

Documentation – user interface and data are clearly labelled and/or a data dictionary or FAQ is provided

Risks and Issues – notify CTC of any risks or issues that need to be addressed prior to commencing any work or signing a contract with CTC

User Support – provide support to licensed users and has a process to request support

C.5 Implementation (if applicable)

For proponents that are proposing to develop a solution, the CTC requires a Gantt chart format project schedule that depicts the start and stop dates and logical relationships for all tasks,

showing milestones. The project schedule should outline the start date and end date based on final acceptance, subject to change based on CTC requirements. The project schedule should also outline both the proponent and CTC responsibilities as part of this process.

C.6 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.

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

There are no mandatory criteria included in this NRFP.

SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

Proponent(s) 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.

For requirements in E.1.1 and E.2.1, please indicate if the CTC would need to conduct additional analysis beyond your services to address the requirement.

E.1 Seat Capacity

E.1.1 Please describe or illustrate how the CTC could use your services to:

- a. Trend monthly and annual seat capacity between any two geographic points in the world, and describe the geographic levels available for this type of query/report (*e.g. airport code, state or province, region, country, continent*);
- b. Identify what has caused changes to seat capacity? (*e.g. new/cancelled service, a carrier is changing equipment, etc.*) (i) versus another travel period (*e.g. July 2015 vs. July 2014*) and (ii) versus the schedule from an earlier point in time (*e.g. July 2015 based on current schedule versus July 2015 based on schedule from three months ago*); and
- c. Identify opportunities to grow foreign arrivals to Canada? (*e.g. identify which cities/countries connect well with Air Canada's new AMS-YYZ service, determine which U.S. cities present the greatest opportunity, etc.*)

E.1.2 Please provide the following information about the data you would provide the CTC:

- a. Earliest complete year of seat capacity data;
- b. Forward data –indicate if other than 11 months forward;
- c. Frequency of updates –indicate how frequently data is updated;
- d. Data fields that may be exported to a flat file and file formats supported (*e.g. marketed carrier, operated carrier, origin airport, connection airport, destination airport, flight number, operation date, number of seats, etc.*);
- e. Source(s) of data – indicate the source used for seat capacity data; and
- f. Confidentiality of data – indicate what data the CTC would be allowed to publish on its corporate website and share with external organizations.

E.1.3 Please describe service levels and support that you would provide the CTC

- a. Describe service levels including hours of operation, maintenance outage, maintenance notifications and uptime;
- b. Describe scope of support available to users, process to request support and response times;
- c. Describe training provided to users.

E.2 Ticketed passenger sales (BSP/ARC) or passenger bookings (MIDT)

E.2.1 Please describe how the CTC would use your services to:

- a. Estimate the composition of pax on a specific segment (*e.g. what proportion of Air Canada's (AC's) NRT-YYZ seats are used by pax flying between Japan and Canada versus points beyond Japan to/from points beyond Canada*);
- b. Identify pax travelling from each of the CTC's markets to Canada (*i.e. would an Australian pax be identified by point of origin or point of sale?*);
- c. Estimate how pax from each of the CTC's markets travel to Canada (*e.g. what proportion of Australian pax travel to Canada on a (i) Australia-Canada nonstop flight, (ii) connection via the U.S., (iii) connection via another country and (iv) after a stop in the U.S.?*);
- d. Track sales/bookings for a group of International Air Transport Association (IATA) locations i.e. In each country, the CTC works with between five (5) and thirty (30) travel trade accounts. The CTC is interested in tracking the collective sales/bookings generated by these travel trade accounts versus all other IATA locations. The CTC is not interested in tracking sales/bookings for individual IATA locations;
- e. Estimate the average fare paid by pax travelling from a CTC market to a specific province and compare this with the average fare to a competitor destination (*e.g. Continental U.S.*);
- f. Estimate campaign performance (*e.g. the CTC ran a consumer marketing campaign in Australia between Sept 1 to Nov 30, 2014 to drive travel between May and Oct 2015 – what was the lift in sales/bookings made between Sept and Nov for travel between May and Oct versus previous year for the comparable time periods?*);
- g. For a given market, determine advanced booking/sales performance for the next six months versus same time period last year and compare Canada's performance versus the U.S.; and
- h. Other analysis the CTC could perform with your services to identify opportunities and threats for growing foreign arrivals to Canada.

E.2.2 Please provide the following information about the data you would provide the CTC:

- a. Earliest complete year of historical ticketed sales or booking data;
- b. Lag time: indicate the number of days following the end of the travel month for the data to become available to users and/or the number of days following a ticketed sale or booking for the data to become available to users;
- c. Data fields that may be exported to a flat file and file formats supported (*e.g. point of sale and/or origin, complete itinerary and carrier for each flown (or booked) segment, travel month, number of pax, fare paid, etc.*);
- d. Source(s) of data: please indicate the specific sources used; and
- e. Confidentiality of data: please indicate what data the CTC would be allowed to publish on its corporate website and share with external organizations.

E.2.3 If your services include estimations for the number of pax who purchase their seat directly from an airline, please describe your sources and methodology for determining these estimates. Please indicate how you distinguish between actual and estimated pax figures.

E.2.4 Below are the official arrivals figures for each of the CTC's key markets according to Statistics Canada. Please provide the number of pax travelling from each of the markets

to Canada during 2013 as captured through your data (please exclude estimated pax figures).

Market	Total arrivals by air, 2013	Pax captured (Actual, not estimated)
United Kingdom	555,000	
France	412,000	
Germany	260,000	
Australia	197,000	
China	307,000	
Japan	201,000	
South Korea	112,000	
Mexico	113,000	
Brazil	87,000	
India	115,000	
United States	3,877,000	

- E.2.5 Please describe service levels and support that you would provide the CTC
- a. Describe service levels including hours of operation, maintenance outage, maintenance notifications and uptime;
 - b. Describe scope of support available to users, process to request support and response times;
 - c. Describe training provided to users.

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

Please provide your pricing as follows:

Seat capacity only

Please provide pricing for access to Global data i.e. all scheduled flights.

	Annual Price	Number of users	Description of services (e.g. specific data, reports, tools included in price)
CTC		4 to 6	
Additional cost per partner organization ¹			

Ticketed passenger sales or passenger bookings only

Please provide pricing for access to

(a) Global data

(b) passenger sales/bookings from the CTC's eleven (11) markets for itineraries that include a Canadian airport: UK, France, Germany, Australia, China, Japan, South Korea, Mexico, Brazil, India and United States

(c) passenger sales/bookings from one (1) of the CTC's eleven (11) markets listed above for itineraries that include a Canadian airport

	Annual Price	Number of users	Description of services (e.g. specific data, reports, tools included in price)
CTC		4 to 6	
Additional cost per partner organization ¹			

Both Seat Capacity and Ticketed passenger sales or bookings

	Annual Price	Number of users	Description of services (e.g. specific data, reports, tools included in price)
CTC		4 to 6	
Additional cost per partner organization ¹			

¹Partner organizations could include one or more provincial or regional destination marketing organizations in Canada.

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 (e.g. multi-year discounts, group subscription rates for other Canadian destination marketing organizations) that would benefit CTC. CTC, at its sole discretion, may or may not review or consider any such offerings that are proposed.

SECTION G – PRODUCT EVALUATION

CTC will require proponents, who have made the Shortlist, to give a Product Evaluation on-site or a web presentation and/or demonstration of their proposed solution, and provide a two-week full trial for up to four (4) CTC employees solely for the purposes of evaluation.

Presentations/demonstrations will provide CTC with an opportunity to become familiar with the proponent and the proponent's offerings of the proposed system.

The main purpose of the presentation/demonstration and/or two-week full trial is for the CTC to assess usability.

On-site presentations/demonstrations will take place at:

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

G.1 Seating Capacity Only - Presentation/Demonstration and Two-week Full Trial Requirements

The presentation/demonstration may broach the following topics, but are not limited to the following:

- Live/Online walk through of the proposed solution, features and functionality with emphasis on E.1.1;
- How your solution can contribute to the CTC's overall goal of growing inbound tourism for Canada e.g. specific reports/analysis the CTC could use/conduct to identify opportunities;
- Other functionality that would aid in analyzing data or bring value to the CTC;
- How user friendly/intuitive the system is; and
- System responsiveness.

G.2 Ticketed passenger sales (BSP/ARC) or passenger bookings (MIDT) Only - Presentation/Demonstration and Two-week Full Trial Requirements

The presentation/demonstration may broach the following topics, but are not limited to the following:

- Live/Online walk through of the proposed solution, features and functionality with emphasis on E.2.1 c/f/g/h;
- How your solution can contribute to the CTC's overall goal of growing inbound tourism for Canada e.g. specific reports/analysis the CTC could use/conduct to identify opportunities;
- Other functionality that would aid in analyzing data or bring value to the CTC;
- How user friendly/intuitive the system is; and System responsiveness.

Presentation schedules are to be coordinated with Michael Mischczak - mischczak.michael@ctc-cct.ca with the goal to present the week of April 13, 2015.

All costs associated with the on-site presentations/demonstrations, and/or trials will be the responsibility of the proponent.

Note: Proponents that are capable of providing both Seating Capacity and Ticketed Passenger Sales/Passenger Bookings may present both as part of their presentation.

SECTION H – NRFP PROCESS AND TERMS

H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Intent to Submit	Friday March 20, 2015, 14:00 hours PT
Deadline for Questions	Monday March 23, 2015, 14:00 hours PT
Closing Date and Time	Wednesday April 1, 2015, 14:00 hours PT
Product Evaluation of Shortlisted proponents (if required)	Week of April 20th, 2015 or sooner
Notification: CTC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	Monday May 4, 2015
Timeframe for Contract Negotiations	14 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

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

APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT 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 NRFP contact and business contact (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 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 _____, 2015

Authorized Signature:

Printed Name:

Title/Position:

Company Name:

City:

Address:

Phone Number:

Fax Number:

E-mail Address:

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

MATERIAL CIRCUMSTANCE:

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

Check ONE:

No, there are no Material Circumstances to disclose; OR

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

APPENDIX 3: AMENDMENTS

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

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

APPENDIX 4: DECLARATION OF SUB-CONTRACTORS

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

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

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

Name:

Contact Person:

Title:

Phone Number:

Fax Number:

E-mail Address:

Address:

City:

Province:

Postal Code:

Description of services provided:

% of services the Sub-Contractor will be providing: _____%

APPENDIX 5: GENERAL CONTRACT TERMS

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

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