



Canadian Tourism  
Commission

Commission canadienne  
du tourisme

## Negotiated Request for Proposal

Name of Competition:	Human Resources Consulting Services
Competition Number:	CTC-2015-MM-07
Closing Date and Time:	Tuesday September 29, 2015, 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 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 travelers 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, United Kingdom and 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 **from commercial firms that are independently established and properly incorporated, to provide Human Resources (HR) Consulting Services**. 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.

### A.2 Contract Term

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

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

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

To qualify for evaluation, proposals will first be checked against the mandatory criteria set out in Section D. 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)	60%
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Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% or higher (the “Threshold”) will be evaluated further based upon, but not limited to Proposed Pricing,

B.2.2	Proposed Pricing (Section F)	40%
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	TOTAL	100%
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B.2.4	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.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 September 28, 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 September 18, 2015**.

#### B.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until 14:00 hours PT, **Friday September 18, 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](mailto:procurement@ctc-cct.ca) and should reference "**NRFP CTC-2015-MM-07, Human Resources Consulting 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 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 Background**

The CTC has reached the end of its existing arrangement with its current service provider and is seeking to engage the services of a professional firm to provide a variety of HR related consultative services to Executive Director, Human Resources in order to promote the effective and efficient operations of the Human Resources (HR) Unit at the CTC.

### **C.2 Overview**

The CTC's HR team is seeking to:

- Attract, develop, engage and retain a strong mix of high-performing talent;
- Inspire leadership and proactive people management;
- Foster and live a culture centered on our values; and
- Act as careful stewards of the resources we manage.

### **C.3 Scope of Services**

The Proponent, under direction of the CTC Project Authority, will provide Human Resources Consulting Services, that will encompass a broad range of disciplines as indicated below, but are not limited to the following:

#### 1. Compensation Study

Review current and historical overall compensation programs/philosophies and complete compensation study update based on current market data for CTC's Executive, Non-Union, Non-Executive and International Employees.

International Employees are located in China, Japan, UK, and the US. Compensation reviews are on a 3 year cycle.

#### 2. Benefits Study

As needed or required the Proponent will benchmark Canadian and International Benefits based on current market data.

#### 3. Human Resources Policies and Procedures

Review of existing HR policies and procedures as needed. Provide recommendations and strategies for development of revised and/or new processes, programs and practices on HR matters.

#### 4. Talent Management

Using the current CTC Talent Management Plan develop a "refreshed" long-term (1-5 years) approach to talent management at the CTC.

#### 5. Management, Leadership, Succession Development and Training

Review CTC's current leadership, management and succession development programs and, where necessary "refresh" by creating additional training plans, and outlining recruitment strategies to retain (or obtain) human capital necessary to accomplish CTC's mission.

The “refreshed” training and development programs shall be developed to consider the immediate and long term needs of the CTC (1-5 year horizon).

Review existing training programs and determine appropriate training required for management, leadership and succession development. Deliver the training or provide administrative support to deliver training. Provide up to two (2) management development training events per year (1 to 2 day events).

In addition provide one-on-one coaching and/or other types of management/leadership training to the participants as and when required

6. Work-Related Psychometric Assessments

Provide and administer various assessment tools (i.e. Talent Q and 360 degree feedback surveys) as needed to screen and assess talent pools.

Determine appropriate timeframe for 360 assessments/evaluations in the context of CTC’s immediate and long terms needs (i.e. are assessments /evaluations to be conducted annually, biennially or every three years).

Continue to implement, at an appropriate timeframe, CTC’s 360 evaluation for the management group comparing results from previous 360 evaluations.

Based on the surveys, provide feedback to both direct supervisor and employee and develop an individual action plan to be incorporated into employees Personal Balanced Score Card.

7. Surveys

Administer CTC’s bi-annual employee engagement survey, as well as other surveys as and when required.

8. Core Competencies

Using the current CTC Core Competencies framework “refresh” the current framework by integrating CTC technical competencies and CTC values.

Develop expected behaviours associated with the refreshed framework for all levels (executive, management, and individual contributor).

**C.4 Additional Requirements**

In addition, the Contractor may be asked to provide intermittent, ongoing advice and guidance to the HR team on a variety of HR related projects and issues and to perform the following types of HR consulting, including but not limited to:

- Provide strategic advice on organizational design and development issues;
- Provide advice on CTC’s HR Strategy;
- Provide guidance on HR’s current performance management systems and recommend modifications that promote the highest levels of performance;
- Manage HR related issues as they emerge in the course of the business (i.e. change management, conflict resolution);
- Ad hock Job evaluation and classification services; and
- Ad hock advice regarding Terms and Conditions of Employment.

## **C.5 Value-Added Options**

The proponent is invited to identify any other HR services not explicitly requested within this NRFP that may be of value to HR.

## **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 Criteria**

**D.1.1** Proponent must be a legally incorporated firm and have been established for at least 5 years. Are you able to comply with this requirement?

Yes

No

**D.1.2** Proponent must demonstrate expertise and experience in designing and delivering customized Training and Development programs, including but not limited to Leadership, Management and Succession Development programs. Are you able to comply with this requirement?

Yes

No

**D.1.3** Proponent must demonstrate experience in conducting a wide range of work-related psychometric assessments for screening and assessing talent pools (i.e. Talent Q and 360 degree feedback surveys). Are you able to comply with this requirement?

Yes

No

**D.1.4** Proponent must demonstrate experience in working with both the Public and Private sectors. Are you able to comply with this requirement?

Yes

No

**D.1.5** Proponent must demonstrate experience in conducting Canadian / International Compensation and Benefits Studies for executive and non-executive positions. 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** Please provide an overview of how your firm meets the requirements as described under as the Mandatory requirements:

1. Legally incorporated and established for at least 5 years;
2. Professional expertise and experience in designing and delivering customized Training and Development programs, including but not limited to Leadership, Management and Succession Development;
3. Experience in conducting a wide range of work-related psychometric assessments for screening and assessing talent pools (i.e. Talent Q and 360 degree feedback surveys);
4. Experience in working with both the Public and Private sectors; and
5. Experience in conducting Canadian / International Compensation and Benefits Studies for executive and non-executive positions.

Maximum word count: 500 words.

**E.1.2** Please provide the following information that demonstrates your firm's ability to carry out the work as described in Section C – Statement of Work of this RFP document:

1. Up to two (2) project summaries or narrative examples (Maximum word count: 500 words each) that demonstrate your firm's knowledge of current leadership models and succession planning, trends and assessment tools and specifically describe:
  - i. What was the situation?
  - ii. What creative solutions / recommendations were provided to meet the client's needs?
  - iii. What were the results / benefits to the client as a result of your creative solution / recommendations?
2. Up to two (2) examples that can demonstrate your firm's experience in providing individual coaching, follow-up and training to address developmental requirements identified by assessment tests.

Maximum word count: 500 words.

**E.1.3** Please identify the employee of your firm proposed to manage CTC's account and include the following information for this proposed person:

1. A copy of the proposed person's resume, which includes relevant experience, education, credentials, areas of expertise, and any relevant awards / industry recognition received; and
2. Provide two (2) examples of how this proposed person manages its team and effectively utilized each team members' expertise to successfully carry out similar work as described in Section C – Statement of Work of this RFP, for his/her clients in the past.

Maximum word count: 500 words each

- E.1.4** Please outline the additional support that your firm offers to achieve CTC objectives and include a profile of each key personnel who may be assigned to CTC's account, including a copy of the presented key personnel resume, which includes relevant experience, education, credentials, areas of expertise, and any relevant awards / industry recognition received.

Please also describe your plan to provide CTC with at least the same level of services provided by the proposed person in the case the proposed account manager leaves your organization.

Maximum word count: 300 words each

- E.1.5** Please include an additional narrative that presents a strong case for why the CTC should engage your firm. In this section, the Proponent may include any additional information that, together with the foregoing comments and information, it believes to be essential in creating a thorough understanding of the suitability to perform the requested services.

Maximum word count: 300 words

- E.1.6** Proponents must provide a sample plan that demonstrates their approach in developing and implementing the work as described in Section C – Statement of Work, Subsection C.3, 1. Compensation Study.

Proponents Sample Plan must include:

- Key activities;
- Tasks and timelines;
- Identify an appropriate lifecycle for the program;
- How you will implement the Plan;
- Staffing plan for delivering the services;
- Typical challenges and critical success factors; and
- How you will mitigate any challenges.

Maximum word count: 2000 words

**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 requests, while taking into consideration all of the requirements in this NRFP and as demonstrated through their response.

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**

1.	Compensation Study				
Step #	Task	Resource	Effort Estimate in FTE Hours	Hourly Rate	Extended
<b>TOTAL</b>					

2.	Benefits Study				
Step #	Task	Resource	Effort Estimate in FTE Hours	Hourly Rate	Extended
<b>TOTAL</b>					

3. Human Resources Policies and Procedures Review					
Step #	Task	Resource	Effort Estimate in FTE Hours	Hourly Rate	Extended
<b>TOTAL</b>					

4. Talent Management Plan					
Step #	Task	Resource	Effort Estimate in FTE Hours	Hourly Rate	Extended
<b>TOTAL</b>					

5. Management, Leadership, Succession Development and Training Plan					
Step #	Task	Resource	Effort Estimate in FTE Hours	Hourly Rate	Extended
<b>TOTAL</b>					

6. Work-Related Psychometric Assessments					
Step #	Task	Resource	Effort Estimate in FTE Hours	Hourly Rate	Extended
<b>TOTAL</b>					

7. Annual Employee Engagement Survey					
Step #	Task	Resource	Effort Estimate in FTE Hours	Hourly Rate	Extended
<b>TOTAL</b>					

8. Refresh of Core Competencies Framework					
Step #	Task	Resource	Effort Estimate in FTE Hours	Hourly Rate	Extended
<b>TOTAL</b>					

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

## **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.2.2 Indicate taxes applicable.

**SECTION G – PRESENTATION / DEMONSTRATION REQUIREMENTS**

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INTENTIONALLY DELETED

## 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	Friday September 18, 2015, 14:00 hours PT
Deadline for Questions	Friday September 18, 2015, 14:00 hours PT
Closing Date and Time	Monday September 28, 2015, 14:00 hours PT
Notification: CTC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	Week of October 12, 2015
Timeframe for Contract Negotiations	14 business days following notification by CTC

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

### H.2 Interpretation of the NRFP

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

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

### H.3 Inquiries and Communication

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

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

### H.4 Accuracy of Information

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

### H.5 Amendments

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

It is the proponent's responsibility to regularly review [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca) 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 APPENDICES**

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<b>APPENDIX</b>	<b>FILE NAME</b>
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1	Proponent Information and Acknowledgement Form
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2	Material Circumstances Disclosure Form
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3	Amendments
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4	Declaration of Sub-Contractors
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5	General Contract Terms
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## APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT 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 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**

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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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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, 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.

Indicate the quality control measures and contract resolution processes you have in place for sub-contractors.

- The goods and or services in this proposal will be provided solely by the company named in Appendix 1 – Proponent Information and Acknowledgement.
- Sub-contractors will be used to provide the goods and/ or services described in this proposal.

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

Name:

Contact Person:

Title:

Phone Number:

Fax Number:

E-mail Address:

Address:

City:

Province:

Postal Code:

Description of services provided:

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

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

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

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