



Canadian Tourism  
Commission

Commission canadienne  
du tourisme

### **Negotiated Request for Proposal**

Name of Competition:	Beyond the Return on Investment
Competition Number:	CTC-2015-MM-09
Closing Date and Time:	Monday November 9, 2015, 14:00 Pacific Time (PT)
Contracting Authority:	Michael Miszczak 604 -638-8336 procurement@destinationcanada.com

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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, operating under the brand name Destination Canada, 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 expert advice and research services to develop recommendations on innovative approaches to measuring the impact of marketing efforts by Destination Marketing Agencies at a provincial/territorial and national levels across traditional and emerging digital channels. See Statement of Work (Section C) for detailed requirements.

It is CTC’s intent to enter into an agreement with the proponent who can best serve the interests of CTC. At the final outcome of the NRFP process, the successful proponent (“Contractor”) may be required to collaborate with CTC’s other service providers and partners to ensure that public relations and communications services are consistent with CTC’s mandate, brand and corporate strategy.

This procurement process is not intended to create and does not create a formal binding bidding process whereby every proponent is deemed to have entered into a “Contract A” with the CTC. Instead, the process is intended to enable CTC to learn what proponents can offer by way of goods or services in response to the CTC’s Statement of Work. Depending on the number and variety of responses, the CTC will subsequently negotiate with those proposals that best serve its needs, as determined by the CTC.

By submitting a proposal, a proponent agrees to this negotiated process and agrees that they will not bring a claim against the CTC with respect to the award of a contract, failure to award a contract or failure to honour a response to this NRFP.

In summary, this NRFP is issued solely for the purpose of obtaining proposals. Neither the issuance of this NRFP nor the submission of a proposal implies any obligation by CTC to enter into any agreement. The intent of this NRFP is to identify those vendors capable of meeting CTC’s requirements and with whom a final agreement may be negotiated.

### **A2. Contract Term**

CTC anticipates entering into negotiations with the selected proponent(s) for a one (1) year period, with an option to extend on an annual basis by CTC for an additional year, 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 Executives.

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)	75%
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Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 50% of 75% or higher (the “Threshold”) will be evaluated further based upon the Proposed Pricing.

B.2.2	Proposed Pricing (Section F)	25%
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	TOTAL	100%

B.2.3	Negotiations	
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CTC intends to conduct concurrent negotiations, as defined in Section H.10 Negotiations, with a limited number of the top ranked proponent(s).

### B.3 Proposal Submission, Intentions, and Questions Instructions

#### B.3.1 Submissions

Proponents should submit their entire proposal via e-mail to the Contracting Authority by the closing date and time (“Closing Time”) of **14:00 hours PT, Monday November 9, 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, Thursday October 29, 2015**.

#### B.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **14:00 hours PT, Thursday October 29, 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@destinationcanada.com](mailto:procurement@destinationcanada.com) and should reference "**NRFP CTC-2015-MM-09 Beyond the Return on Investment - 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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The Canadian Tourism Commission and associated partners are seeking a qualified consultant or consortium of consultants to provide expert advice and research services to develop recommendations on innovative approaches to measuring the impact of marketing efforts by Destination Marketing Agencies at a provincial/territorial and national levels across traditional and emerging digital channels.

### **C.1 Background**

#### **The Challenge of Measuring**

Destination Marketing Organisations (DMOs) typically conduct studies to evaluate the efficiency and effectiveness of advertising campaigns and other marketing efforts, to estimate the campaigns' return on investment (ROI) and the economic impact of tourism investments on the destination.

Current measurement methodologies designed to demonstrate the value of destination promotional activities by DMOs is complicated by three main issues.

- First, while a key objective of DMO's is to "sale" a region (country, province/state, county or a city) as a travel destination to the benefit of tourism service providers, primarily from the private sector, DMOs do not typically engage in sales transaction. As a result, DMOs do not have access to sales transaction that could be linked to their marketing campaigns or other promotional activities.
- Second, the tourism sector, while often referred to as an industry, in fact relies on goods and services providers from several industries. This characteristic of tourism is due to the fact that tourism is an activity that is defined from the demand made by travellers for specific goods and services related to travel activities. In contrast, industries are typically defined from a supply perspective on the basis on goods or services produced in the economy. Consequently, travel is not a single product, but rather involves a series of purchase decisions for services from different industries. Part of the DMOs role is to facilitate this process.
- Thirdly, a consumers' decision toward selecting a travel destination typically follows a path to purchase that ranges from a passive awareness of a destination toward a more active consideration of a destination, to exploration of travel opportunities, to booking and to trip taking. DMOs work with other public partners and private stakeholders to influence prospective travellers at different stage of the path to purchase. They deploy traditional and digital marketing initiatives designed to raise awareness of travel opportunities at the destination and to instill trip taking by promoting specific offers and experiences. The flow along the path to purchase can also be influenced and altered through advocacy from friends, relatives and other past travellers as well as through a variety of other touch points, including travel trade and media articles. Consequently, DMOs marketing efforts attempt to consolidate and help leverage these influences over time.

The results of any advertising and conversion studies are used extensively to report on the impact of destination promotion efforts to government funding agencies. However, results are often looked upon with suspicion because of scale of estimated impacts and lack of clarity concerning the underlying assumptions associated with the above issues.

#### **Characteristics of the Tourism Sector**

In broad terms, the goods and services satisfying tourism demand are found in several industries that comprise the supply chain including transportation, accommodation, food and beverage services, recreation and attractions, and travel services. Tourism in its most broadly accepted definition includes people travelling outside their usual environment for a variety of leisure purposes, as well as non-routine business, medical and education reasons. Therefore, the range of industries producing the goods and services that satisfies this consumer demand is often referred as the tourism sector.

The tourism sector in Canada is composed of 192,000 small to medium enterprises (SMEs). These enterprises depend to varying degrees on demand from both local consumers and visitors. For instance, restaurant operators on average earn 19% of the receipt from visitors and 80% from local consumers. As such the tourism sector is highly fragmented as it cuts across a number of heterogeneous industries, each relying to a varying degree on both tourism and non-tourism demand for significant shares of their revenue and is composed of SMEs which on their own have relatively limited resources to attract visitors from afar.

### **Role of DMOs**

The fragmentation of the tourism sector among a number of industries has led to the creation of DMOs, which take the lead to attract visitors to a particular destination. A destination is almost always defined from geographic perspective; a DMO can represent a nation, a province, a region, or a municipality. The purpose of the DMO is to attract visitors to a specific geographic area, not to promote one business over the other. A DMO therefore acts as the marketing arm of the tourism sector in general for the destination.

From a geographic perspective, DMOs can be thought of as a set of nesting Russian dolls, each contained inside a successively larger doll. Within the national DMO rests the provincial DMOs, within which rest regional DMOs, within which rest city DMOs. In the Canadian context, the Canadian Tourism Commission (CTC), now operating under Destination Canada, is the DMO that attracts international travelers to Canada; while provincial DMOs attract these international travelers along with visitors from other provinces to their jurisdictions. Similar activities are undertaken within each province by regional DMOs and city DMOs, such as Tourism Ottawa, Tourism Vancouver, Tourism Edmonton, etc. Some DMOs also regard local residents as travel consumer markets, encouraging residents to travel and spend within their jurisdiction rather than travel beyond jurisdictional borders and spend money in another city, region, province or country.

There are many drivers of consumer demand for tourism services. From a leisure perspective, the desire to relax, reconnect with family or friends, or to experience specific activities or attractions are some of the most common drivers for travel. The drivers will vary between travel market segments. For instance people who are interested in culture may have different motivations than high adrenaline junkies; however there will be some degree of overlaps between segments. The challenge confronting each DMO is to position their destination as a set of experiences which can satisfy the travel motivation of particular consumer markets and provide higher levels of satisfaction than competing destinations.

### **Marketing result attribution and funding justification for DMOs**

Because DMOs are not attached to a single business enterprise, funding for operations derives from a combination of public (government) and industry sources (for example, levies tacked on to hotel room rates). One of the major challenges facing many DMOs is satisfying their funders that the marketing efforts are producing a positive return on investment (ROI). Indeed, the use of the term ROI reflects the broad adoption of business terminology throughout DMOs; governments are referred to as “shareholders”, Key Performance Indicators (KPIs) are developed and featured in yearly business plans. Ultimately, what everyone wants to know is how many people visited a destination, and how much did they spend, as result of the funding provided to a DMO.

Many factors impact travel other than marketing. DMOs are challenged to demonstrate the impact of their efforts relative to variables such as competition from other jurisdictions, exchange rates, changes in economic conditions in source markets and calamitous events such natural disasters and geopolitical conflicts. This problem is exacerbated as one moves outwards from cities or regional DMOs working closely with the industries its represents, to DMOs representing broader jurisdictions, such as provinces and the nation. DMOs in smaller jurisdictions tend to have a closer relationship with the industry it represents, which in turn provides them with better access to information from businesses on occupancy rates, bookings, attendance and passenger arrivals, information that may not be as readily available consistently as the geographic catchment increases. Some city DMOs offer booking services that can be

used as a direct measure of conversion.<sup>1</sup> These more direct measures of impact can align well with metrics on costs of associated marketing campaigns, allowing ROI to be captured relatively easily.

With provincial and national level DMOs a direct relationship between marketing spend and visitation to a destination is more difficult to establish. In such cases, DMOs often cite indicators such as website visits, jump-offs to operator websites, enquiries to a 1-800 number, Twitter feed followers, Facebook friends, and a variety of other indirect measures. DMOs with greater financial resources often deploy ad tracking campaigns and conversion studies to estimate the impacts of specific marketing campaign initiatives conducted (print media, television, radio and digital media). However, ad tracking and conversion studies are both expensive to conduct and results are often looked upon with suspicion. Of particular concern is that the underlying methodology embodies ill-defined assumptions and is often associated with various types of sampling biases, which together have resulted in a general skepticism among research professionals about the results of such methods.

The Internet, and the explosion of digital social media, are transforming how tourism marketers are communicating with travel consumers. Ten years ago, a website was considered the essential digital platform for communicating with travel consumers; now, peer-to-peer platforms, content advertising, review sites such as Trip Advisor and most recently “big data” dominate the conversation. While these channels are hailed as opportunities that cannot be ignored, they also challenge the market research community with measurement: how can the marketing efforts in this new and evolving digital landscape be measured?

If all levels of DMOs could subscribe to a common set of metrics and methods to measure impact, and if the tourism sector had a clear idea of the benefits that are expected to be accrued in moving consumers along each stage of the path to purchase, a much more coherent and credible answer can be made to the following question: What is the impact of marketing spend on the tourism economy?

As an added benefit, a clear marketing impact attribution framework and marketing resource deployment by different level of DMOs may be a source of leading indicators of future visitation. Understanding the linkages between efforts deployed by a National Tourism Marketing Agency, such as the CTC, and a provincial or territorial DMO may provide greater insights on the linkages and expected benefits from marketing efforts at each stage of the path to purchase. We could define and measure conversion for each stage of the path, and ultimately actual visits could be linked back to the primary efforts further back along the path. A credible estimate of ROI for the work conducted by CTC and its provincial/territorial partners would therefore be possible.

The focus of this study is on DMOs representing large Canadian geographic areas: provincial and territorial, and the Canadian Tourism Commission. The essential question that this research initiative seeks to answer is: What are the best measures available to demonstrate the value of these DMOs to the tourism sector and parties to whom these DMOs are accountable.

## **C.2 Purpose & Objectives**

The overall purpose of this project is to recommend a set of measures that can be used by all DMOs within scope, to demonstrate the impact of their marketing efforts. We will achieve this purpose by fulfilling the following objectives:

- produce a description of how provincial/territorial marketing organizations (PTMOs) and CTC are currently measuring conversion along the travel consumer path to purchase;
- identify and describe innovative and credible methods to measure marketing impact for various marketing channels, both traditional and emerging; and

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<sup>1</sup> Conversion is here defined as converting a potential traveler influenced by a specific marketing effort into a visitor to a destination.



- develop a deeper understanding of the roles of various levels of DMOs along this path, with particular reference to provincial level organizations and the CTC.

### **C.3 Project Scope**

The focus of the project is limited to DMOs at a provincial, territorial and national level in Canada. Ultimately the desired outcome is to establish a consensus among PTMOs and the CTC on appropriate measures of benefit at the different stages of the consumer path to purchase where these marketing organizations operate.

### **C.4 Out Of Scope**

- City and regional DMO requirements, and
- The development of a consensus.

### **C.5 Deliverables**

- A literature review on measuring benefit from tourism marketing; the scope includes the work of DMOs but also captures relevant marketing measurements outside of the realm of tourism.
- Identification and analysis of current methods and trends in measuring the impact of tourism marketing, including the most appropriate methods for specific marketing channels, and along the different stages along the consumer path to purchase. This should address direct measures such as digital ad and content marketing campaign tracking of engagement and conversion, to indirect brand lifts associated with integrated campaigns driving organic search activity, to referral and booking tracking between partners, to econometric modeling of net impacts.
- A survey of PTMOs across Canada, the CTC, and international equivalents on marketing impact metrics and the critical audiences for this information.
- Recommendations on methods to measure benefits of the marketing efforts of DMOs at the provincial/territorial and national levels. These recommendations will also address existing data gaps and issues as well lessons learned from other industry areas. These methods will include innovative means to take advantage of opportunities offered by big data, the behavior of travel consumers in the digital landscape, and tools for tracking this behavior.
- A case study of a current or planned strategy from a PMO or the CTC to measure the impact of a marketing campaign, with recommendations on how such a campaign could be measured based on the analysis completed in previous stages of this research contract.

### **C.6 Project Management**

This project is jointly funded by the Canadian Tourism Commission, Destination BC, the Ontario Tourism Marketing Partnership, Tourism Saskatchewan, Tourism Manitoba, the Nova Scotia Tourism Agency, Northwest Territories Tourism, and the provinces of New Brunswick, Newfoundland, Alberta and the Northwest Territories.

The contract will be with the Canadian Tourism Commission and the contract project authority will be the Tourism and Parks Division of Industry, Tourism and Investment, Government of the Northwest Territories (GNWT).

### **C.7 Proposal Review Committee**

A proposal review committee will be established to represent the project partners in the selection of a proponent to conduct the work described in this negotiated request for proposal.

### **C.8 Project Schedule & Budget**

A final report accepted by the project partners must be concluded by March 15, 2016. This will mean that a final draft version of the report must be delivered by February 15, 2016. Proponents will be expected to identify all important milestones with associated deliverables and dates in the proposal.

### **C.9 Qualifications**

The proposal review committee will be particularly interested in teams with a broad range of experience in measurement of marketing impacts for variety of industries, and how this experience can be applied to the efforts of DMOs. The committee will also be looking for a team with demonstrated experience in the measurement of marketing efforts leveraged through digital platforms and social media.

**SECTION D – MANDATORY CRITERIA QUESTIONNAIRE**

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**There are no mandatory criteria included in this NRFP.**

## **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 identify the Key Personnel your firm intends to offer to achieve DC's objectives. Include a profile of each Key Personnel who may be assigned to DC's account, which includes relevant skills and experience, education, credentials, areas of expertise, and any relevant awards / industry recognition received.  
Please also describe your plan to provide the DC with at least the same level of service provided by the Key Personnel if, in the case the Key Personnel have left your organization or involved with other accounts.

E.1.2 Please provide a description of three (3) evaluation research projects undertaken since 2012 that demonstrates how your organisation has provided services similar to those described in Section C – Statement of Work. In responding please highlight:

- (a) the industry or sector this study was conducted for, and
- (b) relevancy of the approach of previous projects to the DC's requirement.

The projects must be described clearly and include the following information:

- Project Title;
- Date (month / year);
- Client name and contact information;
- Research subject matter;
- Methodology; and
- Team members (names and tasks).

E.1.3 Please demonstrate your firms' knowledge of the issues facing the evaluation of marketing or promotion initiatives, particularly as it relates to tourism.

E.1.4 Please provide a detailed outline of your firms proposed project management plan, including schedules and milestones. In responding, please identify any major difficulties anticipated and include possible solutions.

E.1.5 Please provide an overview of the analysis proposed and include a discussion of the expected correlation between studied parameters and the relevance of the analysis to the objectives.

## 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

Please provide pricing per deliverable, as described below:

DELIVERABLE		COST (\$CAD)
1.	A literature review on measuring benefit from tourism marketing; the scope includes the work of DMOs but also captures marketing outside of the realm of tourism.	
2.	Identification and analysis of current methods and trends in measuring the impact of tourism marketing, including the most appropriate methods for specific marketing channels, and along the different stages along the consumer path to purchase. This should address direct measures such as digital ad and content marketing campaign tracking of engagement and conversion, to indirect brand lifts associated with integrated campaigns driving organic search activity, to referral and booking tracking between partners, to econometric modeling of net impacts.	
3.	A survey, preferably conducted by telephone, of PTMOs across Canada, the CTC, and at least five international equivalents on marketing impact metrics and the critical audiences for this information.	
4.	Recommendations on methods to measure benefits of the marketing efforts of DMOs at the provincial/territorial and national levels. These recommendations will also address existing data gaps and issues as well lessons learned from other industry areas. These methods will include innovative means to take advantage of opportunities offered by big data, the behavior of travel consumers in the digital landscape, and tools for tracking this behavior.	

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.3 Pricing Strategies**

CTC may be open to other pricing strategies, incentives, volume discounts or other offerings (e.g. enter other discount structures that may apply to the product or service i.e. rebates, single volume purchase, credit for returnable product, etc.) that would benefit CTC. CTC, at its sole discretion, may or may not review or consider any such offerings that are proposed.

Please indicate any other pricing strategies that your company may be willing to discuss with CTC.

**SECTION G – PRESENTATION / DEMONSTRATION REQUIREMENTS**

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**G.1 Presentations / Demonstrations Requirements**

**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 (*)	<b>Thursday October 29, 2015, 14:00 hours PT</b>
Deadline for Questions	<b>Thursday October 29, 2015, 14:00 hours PT</b>
Closing Date and Time	<b>Monday November 9, 2015, 14:00 hours PT</b>
Timeframe for Concurrent Negotiations	<b>5 days following notification by CTC</b>
Notification: CTC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	<b>Week of November 16, 2015</b>
Timeframe for Contract Negotiations	<b>15 business days following notification by CTC</b>

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. 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.

Concurrent Negotiations: The Preferred Proponent(s), as established under the evaluation, will be invited to enter into contract negotiations with CTC. CTC intends to conduct negotiations within the Timeframe for Concurrent Negotiations.

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

#### **H.11 Contract Award**

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

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

#### **H.12 Debriefing**

Upon request, and at CTC's sole discretion, CTC will only provide a debriefing to proponents who met or exceeded the minimum Threshold or Shortlist. All requests must be in writing to the CTC Contracting Authority and should be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a stronger proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### **H.13 Material Circumstances**

A material circumstance means any circumstance or relationship which may lead to an unfair advantage including but not limited to: being associated to or related to a CTC employee or Board member of CTC; having access to information not available to other proponents; communicating with any unauthorized person with respect to the NRFP process; engaging in any action which constrains or limits the ability of another proponent to submit a proposal for the goods or services herein; providing a gift or benefit to a CTC employee or Board member; or engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process (each a "Material Circumstance").

CTC may consider any Material Circumstance (as defined above) as disclosed in a proposal or otherwise, and CTC may eliminate a proposal from consideration on the ground that a Material Circumstance gives rise to a conflict of interest that CTC considers in its opinion would give rise to unfair advantage in the NRFP process, or would otherwise prejudice the integrity of the NRFP process.

#### **H.14 Proponents Not to Promote Their Interest**

Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this opportunity.

#### **H.15 Confidentiality**

The CTC recognizes the proprietary nature of information that may be contained in response to this NRFP. Proponents must clearly mark and identify those areas of their proposals which contain confidential information. CTC will not use or disclose such confidential information, except for the purposes of evaluating the proposals submitted under this NRFP or as may be required by law, including but not limited to the *Access to Information Act* and the *Privacy Act*.

Proponents shall keep confidential all information received from the CTC and other information developed for the CTC in connection with this competition. Proponents shall not use CTC's confidential information except as required to develop a proposal and presentation in response to this NRFP.

Except as required by law, CTC will not disclose or publish the identity of proponents, nor reveal in any way the substantive information and financial terms contained in any proposal. Only the name of the Contractor will be revealed at the conclusion of the process and only after an agreement has been fully executed by the contracting parties.

#### **H.16 Publicity**

Proponents must not refer, expressly or by implication, to the CTC, or to this competition, in any advertising or other publicity release unless otherwise approved in advance and in writing by the Contracting Authority.

**H.17 No Collusion**

By submitting a proposal the proponent represents that its proposal has been prepared without collusion or fraud and in fair competition with proposals from other proponents.

**H.18 Law**

This NRFP process and any subsequent agreement will be governed by the laws of the Province of British Columbia and any dispute will be subject to the jurisdiction of the courts of British Columbia and all applicable federal laws.

**H.19 Indemnities**

The proponent shall be responsible for and shall indemnify CTC from all claims, loss and damages that relate to or arise out of errors, omissions or negligent acts of the proponent, its employees or agents associated with this NRFP process and all costs associated with those claims, loss and damages.

**H.20 Rights of the Canadian Tourism Commission**

In addition, CTC reserves the right, in its sole and absolute discretion, to:

H.20.1 accept any proposal in whole or in part, with the exception of proposals that fail to comply with mandatory criteria, whether or not it is the lowest priced proposal and without prior negotiation;

H.20.2 reject any, all or part of any proposal that:

- i. is incomplete, obscure, irregular or unrealistic;
- ii. fails to meet the objective of the NRFP;
- iii. fails or omits any mandatory information; or
- iv. is non-compliant with any requirement of this request;

H.20.3 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>
1	Proponent Acknowledgement
2	Material Circumstances Disclosure
3	Amendments
4	Declaration of Sub-Contractors
5	General Contract Terms

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## **APPENDIX 1: PROPONENT INFORMATION, REFERENCES AND ACKNOWLEDGEMENT FORM**

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### 1. PROPONENT 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):	

### 2. 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:	

**3. 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 form below, 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 – 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:

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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 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.