

Negotiated Request for Proposal

Name of Competition:	Global Paid Media Agency
Competition Number:	DC-2016-NK-05
Closing Date and Time:	August 11, 2016, 14:00 Pacific Time (PT)
Contracting Authority:	Kulsoom Baig Procurement Officer 604-638-8345 procurement@destinationcanada.com

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SECTION A – INTRODUCTION

The Canadian Tourism Commission, doing business as Destination Canada ("DC"), is Canada's national tourism marketing organization. We are a federal Crown corporation of the Government of Canada. DC leads the Canadian tourism industry in marketing Canada as a premier four-season tourism destination where travellers can enjoy extraordinary experiences, either for leisure or for a business event. We provide a consistent voice for Canada in the international tourism marketplace.

As tourism is one of the world's fastest-growing sectors, it is strategically important for Canada to generate export revenues that provide new dollars to the Canadian economy. Through increasing the prominence of Canada globally via tourism marketing, that is supported by aligned market research, we help to create jobs and generate wealth for Canadians by stimulating demand for Canada's visitor economy.

DC's approach focuses on those global markets where Canada's tourism brand leads and yields the highest return on investment. DC is currently active in 11 key geographic source markets including: Australia, Brazil, China, France, Germany, India, Japan, Mexico, South Korea, the United Kingdom and the United States of America. While domestic marketing is not a focus for DC, we are currently working on a program to support Canada's 150th Anniversary. There may be, therefore, some requirements from time to time for agency support services within Canada.

DC's efforts in these markets naturally increase the prominence of Canada and improve its competitive identity around the globe. Multiple studies reveal that a nation's overall competitive identity, or national brand, is highly impacted by tourism marketing. Those countries with a strong tourism brand, such as Canada, have notably more positive perceptions abroad. Research also suggests that a person's first impression of a country is typically shaped by a tourism experience, whether it be a trip for business or for pleasure. It can be through those first hand impressions due to travel that the opportunity for further trade can occur including investment, education and more.

For further information, please visit http://www.destinationcanada.com and download our 2015 annual report.

A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the "NRFP") is to solicit proposals for one or more Global Paid Media Agency. See Statement of Work (Section C) for detailed requirements.

It is DC's intent to enter into an agreement with the proponent who can best serve the interests of DC. At the final outcome of the NRFP process, the successful proponent(s) (the "Agency") may be required to collaborate with DC's other service providers and partners to ensure that paid media services are consistent with DC'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 DC. Instead, the process is intended to enable DC to learn what proponents can offer by way of goods or services in response to the DC's Statement of Work. Depending on the number and variety of responses, DC will subsequently negotiate with those proposals that best serve its needs, as determined by DC.

By submitting a proposal, a proponent agrees to this negotiated process and agrees that they will not bring a claim against DC 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 DC to enter into any agreement. The intent of this NRFP is to identify those vendors capable of meeting DC's requirements and with whom a final agreement may be negotiated.

A.2 Contract Term

DC 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 DC for a total period not to exceed another two (2) years, at DC's sole discretion. DC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Agency.

SECTION B - NRFP EVALUATION CRITERIA AND INSTRUCTIONS

B.1 Mandatory Criteria Evaluation

To qualify for evaluation, proposals will first be checked against the mandatory criteria set out in Section D. Proponents failing to satisfy the mandatory criteria evaluation will be provided an opportunity to rectify any deficiencies ("Rectification Period"). Proposals satisfying the mandatory criteria during the Rectification Period will be further evaluated as outlined in Section B.2. All proposals failing to satisfy the mandatory criteria after the Rectification Period will be excluded from further consideration and notified as such. The Rectification Period will begin at the closing of the NRFP, and will end within a time period defined by DC 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. DC's evaluation committee may be comprised of DC employees and consultants to DC 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 DC Senior Executive.

All decisions on the degree to which proposals and/or presentations/demonstrations/interview (if applicable) meet the stated criteria and the scores assigned during the evaluations, are at the sole discretion of DC.

B.2.1 Phase 1: Agency Evaluation (Section E)

20%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 70% or higher (the "Threshold") will move into Phase 2 evaluation.

B.2.2 Phase 2: Detailed Agency Evaluation (Section F)

30%

Proposals that meet a minimum score of 70% or higher in Phase 1 will be evaluated in this phase. DC will select up to a maximum of the five (5) top ranked proposals (the "Shortlist") to continue through to the Interviews.

B.2.3 Proposed Pricing (Section G)

30%

DC will evaluate the Pricing Proposals of the Shortlist.

B.2.4 In-Person Interviews (Section H)

20%

DC will require proponents who have made the Shortlist, to meet for In-person. Interviews which may include a presentation.

TOTAL

100%

B.2.5 Negotiations

DC intends to conduct concurrent negotiations, as defined in Section I.10 Negotiations, with a limited number of the top ranked proponent(s) up to a maximum of the three (3) highest scored proposal(s).

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

B.3.1 Proposal Submissions

Proponents should submit their entire proposal via e-mail to the Contracting Authority by the closing date and time ("Closing Time") of **14:00 hours PT**, August 11, 2016.

Any proposal received after the Closing Time may not be reviewed by the DC. 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.3.5 below. All proposals received as a result of this NRFP shall

become the property of DC. The time stamp of DC's email system shall be the official time for receipt of the proposal.

B.3.2 Webinar

Proponents are invited to take part in a webinar to learn more about DC and our business. The webinar will take place on **July 22**, **2016** at a time to be announced. This is an optional requirement that Proponents may elect to take part in. The purpose of the webinar is to provide a better understanding of DC, our teams and our work.

Proponents may attend the webinar by following the link below:

https://canadiantourismcommission.globalmeet.com/NathanKing

The Webinar will be 90 minutes and will start promptly at 13:30 hours PT. Proponents will be able to login to the Webinar 30 minutes prior to the start time. The format is a DC presentation for approximately 45-60 minutes with the remaining time for any public questions. For detailed information on the webinar see Appendix 6 Webinar Information.

B.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **14:00 hours PT,** July 28, 2016. Questions submitted after this date and time may not be responded to.

If DC, 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 DC explaining why it should not be included with the posted anonymous questions and answers. If DC concurs with the request, the question will be answered in confidence and will not be posted. If DC 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 Intentions

Proponents should indicate if they intend to submit a proposal ("Intent to Submit") via e-mail to the Contracting Authority **by 14:00 hours PT,** July 27, 2016. Please Note: The Intent to Submit <u>is not</u> a mandatory requirement and therefore does not prevent a proponent from submitting by the required closing date and time.

B.3.5 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@destinationcanada.com and should reference "NRFP DC-2016-NK-05 GLOBAL PAID MEDIA AGENCY - 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 appropriately sized (smaller than 8 MB) and numbered files. In the e-mail, the proponent should provide the detail for each section and how many e-mails they will send. Proposals are stored in an electronically secure and restricted environment. Proposals will not be opened until after the Closing Time has passed.

B.4 NRFP Form of Response, Format and Depth

B.4.1 NRFP Form of Response

Proponents should respond to and include in their proposal:

- Appendix 1 Proponent Information and Acknowledgement Form
- Appendix 2 Material Circumstances Form
- Appendix 3 Amendments
- Appendix 4 Declaration of Sub-Contractor (if applicable)
- Section D Mandatory Criteria Questionnaire
- Section E Phase 1: Agency Review
- Section F Phase 2: Detailed Agency Review
- Section G Pricing Proposal (separate file)

B.4.2 NRFP Format and Depth

This Negotiated Request for Proposals sets out DC'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.

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 DC and references to any material, information or presentations not included in your proposal response will

not be considered. No assumptions should be made that DC has any previous knowledge of the proponents' qualifications other than that supplied pursuant to this NRFP.

B.5 Agency Performance Management

DC is committed to fostering and supporting strong positive relationships with its agencies and contractors to ensure critical services are maintained and the highest value and corporate wide economic benefits are realized. As such, the Agency's performance during the term of any agreement may be assessed using key performance measures.

Any Agency or contractor who has demonstrated poor performance during either a current or previous agreement with DC may be considered as an unqualified proponent and their proposal may be rejected. DC reserves the right to exercise this option as it deems proper and/or necessary.

SECTION C - STATEMENT OF WORK

C.1 Background: Meet Destination Canada

C.1.1 Canada's Tourism Brand. DC is Canada's national tourism marketing organization. We collaborate with the Canadian private sector, international travel trade, meeting professionals, and the governments of Canada, the provinces, and the territories to position Canada as a place where travellers can create their own unique and extraordinary personal experiences. We promote Canada in 11 key geographic markets: Australia, Brazil, China, France, Germany, India, Japan, Mexico, South Korea, the United Kingdom and the United States of America. We also conduct market research, offer stunning visuals through the Brand Canada Library and provide resources to help industry leverage Canada's successful tourism brand: Canada. Keep Exploring.

Through a targeted, focused approach to marketing, we develop and implement marketing strategies that are relevant to customers' needs. We adjust our marketing programs to reflect unique market conditions and to capitalize on new marketing opportunities as they arise.

- C.1.2 **Our Mandate.** Our legislative mandate is to promote the interests of the tourism industry and to market Canada as a desirable tourist destination. Specifically, we:
 - sustain a vibrant and profitable Canadian tourism industry;
 - market Canada as a desirable tourist destination;
 - support a cooperative relationship between the private sector and the governments of Canada, the provinces and the territories with respect to Canadian tourism; and
 - provide information about Canadian tourism to the private sector and to the governments of Canada, the provinces and the territories.
- C.1.3 **Our Mission.** DC's mission is to harness Canada's collective voice to grow tourism export revenues.

Tourism is a key driver of Canada's economy, creating jobs and earnings to all levels of government. It accounts for more than 637,000 jobs across the country, 190,000 businesses and in 2015, generated \$17 billion in tourism revenue just from international arrivals which number just under 18 million. With nearly 20% of tourism revenue coming in from international travellers, tourism is Canada's No. 1 service export.

As Canada's provinces, cities and regions largely invest in marketing to Canadians, DC's focus is to maintain international tourism revenue streams flowing into our country. In 2015, our international marketing activities generated \$437 million for Canada — that's new money being injected directly into the Canadian economy. This spending further generated \$57 million in federal taxes and fees. By leveraging Canada's tourism brand, *Canada. Keep Exploring*, we take Canada's most extraordinary tourism experiences and opportunities, and

promote a strong and consistent image of our country to the world in order to grow tourism revenue for Canada.

C.1.4 Our Work. In consultation with the industry and our partners, we believe that Canada is ready to move past a measurement of volume of visitors to a more highly developed view of global market share. We are poised to pursue an ambitious goal for Canada going forward — to increase visitation, market share, investment and economic growth to new heights. This ambition is a shared vision with our industry — an outlook rooted in collaboration, innovation and partnership with stakeholders and governments at all levels.

To achieve the goal of growing tourism export revenue for Canada's tourism economy, we follow a strategy of focusing on markets where Canada's tourism brand leads and yields the highest return on investment. We are active in the markets that account for more than 90% of all international arrivals to Canada. In addition, by harnessing the collective energy of different levels of government and the private sector, we take the lead in communicating a strong, consistent, global brand for Canada.

By focusing on both short- and long-term opportunities for maximizing return on investment as markets mature and evolve, we are positioning ourselves to increase demand for Canada's visitor economy.

C.1.5 Our Activities. Direct-to-consumer is a key channel we employ to influence demand for Canada as a vacation destination. We embrace a content marketing approach to engage our target audience and our global priority is to leverage the digital space. Within our markets, we tailor the use of broadcast, newspapers, magazines, billboards, market-specific digital channels and database marketing to support our always-on activities. We run these marketing programs in partnership with key private- and public-sector partners.

Our media and public relations activities develop key relationships with media to influence positive coverage of Canada. Key activities include organizing experiential travel for international media, as well as providing broadcast-quality video, images and information via our Media Centre that result in more stories about Canada reaching our target audience.

We also engage with domestic business and travel-trade media, plus Canadian tourism-industry stakeholders, through news releases <u>Destination Canada News</u> updates that cover tradeshows, latest research, competitive intelligence, new marketing programs and more.

Through the industry trade channel, we work directly with overseas travel companies to develop and sell Canada as a vacation destination. Travel agents who understand Canada's tourism products are much more likely to influence consumers to visit Canada. To this end, we educate international travel agents and tour operators about Canada and Canadian products through our Canada Specialist Program. Furthermore, we collaborate with tour operators through co-

operative marketing initiatives to include Canada in their sales offerings and campaigns to their customer databases and travellers in their respective markets.

Social media is an important element of our overall marketing strategy. Embracing social enables us to reach influencers and consumers. Our focus is on being present where travellers are speaking with travellers, and supporting the conversation. We showcase Canada travel photos, videos and story ideas to strengthen Canada's position as a world-class travel destination. We also use our social channels to communicate travel offers as part of the overall goal of converting followers to paying customers. Our primary global social channels include:

- Facebook
- Twitter
- YouTube
- Instagram

Our <u>Business Events Canada</u> program operates in five markets (the US, UK, France, Germany and Belgium), generating meetings, conventions and incentive-travel opportunities for various private- and public-sector Canadian partners that result in eventual bookings. This provides economic benefits to the destinations themselves and, in the long-term, creates greater awareness of Canada and the brand among meeting planners and influential senior executives and CEOs.

Our <u>research program</u> is known around the world as a leading innovator in tourism research. The research conducted has been a fundamental catalyst to the success of Canada's visitor economy and in giving Canada's tourism a competitive edge. Timely, credible and relevant business intelligence has been at the forefront to support effective strategic business decisions.

C.1.5 The Explorer Quotient® Program. As Canada's national tourism marketing organization, DC's job is to learn everything we can about potential travellers to Canada. That's why we've gone beyond traditional market research to find out exactly why people travel and why different types of travellers seek out entirely different travel experiences. The result, after years of research, is Explorer Quotient® (EQ).

Our innovative market segmentation tool comes from the science of psychographics. Instead of defining people based on age, income, gender, family status or education level — all of which is valuable information — DC looks deeper at people's personal beliefs, social values and views of the world. It's a major leap forward, because these factors are what drive real people to seek out certain types of experiences.

EQ breaks each geographic market down into different psychographic groups, called Explorer Types. Each type is identified by particular characteristics stemming from social and travel values, travel motivations and behaviours. DC selected Canada's best Explorer Type prospects based on their affinity for the

Canada. Keep Exploring brand, as well as love of travel, potential for being high-yield customers, and propensity for word-of-mouth advocacy. This resulted in the selection of target types in each of our primary geographic markets. You can learn more about the Explorer Quotient here and read more about the various EQ Profiles here.

C.2 An Evolved Partnership

As an ideal partner to help us achieve our ambitious goals, your agency should have deep expertise in researching, strategizing, establishing, running and optimizing paid media activities within our core and emerging markets. While you should have the breadth and depth to deliver comprehensive paid media services in multiple countries, you should also be highly nimble.

We are looking for true partners who welcome conversations about ideas with us, and integrate our team into the strategic and creative process. DC believes eureka moments are the result of talented people building upon one another's thinking. Your agency should be collaborative and play well with our team, our Global Strategic Marketing Agency ("GSMA"), and our other partners to expand our collective capacity to run effective programs.

As our Agency, you should value all mediums and have a deep expertise in digital, and you should understand that the appropriateness and effectiveness of different channels varies market by market. You should know what's available and works in various countries. Your agency should be obsessed with analytics and continually monitor and optimize program performance.

Your global and in-market teams should feel like a natural extension of our team. You should empower our in-market team members to produce content, develop partnerships, and build relationships with influencers to deliver on the strategy in a way that makes sense for each region, and you should then give clear direction, guidance and coaching to support our international markets.

C.3 Objective

DC's vision is to create an environment in which travelers around the world are discovering, appreciating and sharing content that speaks to their personal interests and makes them want to come to Canada now.

We seek to partner with an Agency to develop a central strategy that leads with a strong vision and allows markets to implement that aim with content, and via channels, that are authentic, culturally relevant, and effective in their specific regions. Together, as partners, we wish to:

 Achieve our five-year industry-wide goal of bringing 20 million international visitors to Canada, spending \$20 billion, by 2020 under current conditions.

- Employ a "whole of government" approach to creating winning conditions for international travellers coming to Canada.
- Reach today's world travellers through technology and innovation creating groundbreaking marketing programs to increase demand for Canada that include creating content for traditional and social media, in addition to directing media campaigns.
- Continually test and learn, and move the needle on the performance of our strategic marketing initiatives.

C.4 Scope of Work

DC will partner with both our Agency and GSMA to collaboratively evolve the way we go to market and strategize the optimal approach and set of programs to achieve our goals. Accordingly, the specific budgets and market emphasis are yet to be defined. However, for context, it's useful to understand DC's paid media volume and focus over the last two years.

In 2015 and 2016, DC concentrated the majority of our marketing efforts (approximately 90% of our budget) on maximizing opportunities within the United States — a short-haul, highly productive market — and our core markets of the United Kingdom, Germany, France and Australia. The remaining effort was spent cultivating our emerging markets (Brazil, China, India, Japan, Mexico, and South Korea).

In the past two years, we have run always-on marketing programs with one or two periods of heavier investment in paid media and content, depending on the market. This was dictated by a combination of budget and an analysis of where we perceived we could realize the most impact. There is also a seasonal component to our marketing efforts — positioning Canada as a year-round destination with highlighted experiential travel opportunities in the summer and winter.

In 2017, we estimate we will spend a minimum of \$10 million on media buys in the United States and between \$500,000 to \$1.5 million on advertising in our core and emerging markets, depending on the market. DC also recently received a substantial budget increase for 2017, and we will work with our partners to define the most effective expenditure of those funds to achieve a sizable ROI.

Overall, DC is shifting away from traditional brand advertising. Our approach has evolved to have a keener focus on both influencer and content marketing. We will leverage the *Canada. Keep Exploring* brand and present it through content-driven media to bring Canadian experiences to life through elevated storytelling that inspires Canadians and foreign travellers alike. We will engage with our Agency to provide an integrated spectrum of professional services associated with developing, executing and optimizing both an overarching, strategic annual paid plan of always-on content, and specific programs for specific countries in our priority channels. The Agency should collaborate with DC's Marketing Department, both at our Headquarters in Vancouver and within each market and region, as well as our GSMA on the following type of activities:

- C.4.1 Collaboration. Our Agency should constantly strive to collapse corporate silos and seamlessly integrate with both our organization and our GSMA to bring proactive thinking, responsiveness, flexibility and integration to our account relationship. They should work collaboratively, both internally, and with our team, in Vancouver and out of our London office, as well as with our other partners. This includes working closely with our in-market General Sales Agents, their agencies/suppliers, and our trade partner agencies. In addition, our Agency should have strong, collaborative relationships with the major media/technology vendors (i.e., Google, Facebook, etc.) thus affording DC immediate support and access to betas.
- C.4.2 Research and Planning. DC's Agency should work with our team to produce paid media plans for DC's core and possibly our emerging markets rooted in content and influencer marketing taking into account research, trends and strategic objectives. They should collaborate with our GSMA to identify content partners. In addition, they should identify and vet media vendors, keep abreast of existing and emerging technologies, and assess the impact and opportunity of cultural trends.

DC's Agency should understand our brand and positioning, and the correlation between online activity and offline events and relationships. Our Agency should grasp the critical "Research Online Purchase Offline" connection. In some countries, while a consumer will research a Canadian vacation on the web, she will not book until she speaks to a travel agent in person. Many transactions happen at the tour operator level.

As part of collaborative strategic planning, our Agency should research, strategize and develop integrated media plan strategies, providing new ideas and fresh perspectives, and identify ongoing program improvement opportunities.

C.4.3 Creative Execution. The landscape has shifted and DC has moved away from traditional advertising to a strategy that involves working with a number of influencers and media brands to develop content with and for DC on third-party sites and our own channels. The Agency should localize the global marketing communications plan through the development of regional messaging in ad/media copy, and channel and content marketing that delivers qualified customers to our partners: trade, destination marketing organizations, etc.

Our Agency should work under the direction of either DC or our GSMA to design and produce display advertising, when needed, and develop native ads in multiple languages. Ultimately, our Agency should continually seek more innovative messaging to convey the brand's value proposition, and improve the use of the most relevant and cost efficient channels (a mix of owned, earned, and paid media) to reach our targeted traveller.

C.4.4 Media Buying and Management. Our Agency should curate and manage the optimal mix of media types (including paid social and paid search), advertising

formats and placements for DC's always-on, seasonal and opportunistic activities, and collaboratively work with our Marketing Team to finalize the approach. They should submit media plans, negotiate buys on our behalf, and meet or exceed overall performance objectives. They should provide plan details and updates, and make any changes when necessary. Overall, our Agency should approach buying on DC's behalf in a way that is advantageous yet provides flexibility.

Our Agency should ensure that all data is captured and handled in compliance with global privacy regulations, and never re-used nor shared with other clients or third-parties.

C.4.5 Analysis, Insights and Optimization. DC's objective is to ensure that we continually leverage learnings from all of our activities to inform on-going and future efforts. Accordingly, our Agency should have deep capabilities across data services, data management, analytics, measurement, reporting and data-driven consumer engagement to inform our marketing program efforts.

Our Agency should leverage marketing analytics, media mix attribution modeling and relevant research, technology and tools, to understand and predict consumer behavior, bringing our combined visions to life, and tying those executions to measurable business results. This should include having access to and a mastery of cross-platform measurement and analytic tools (e.g., ComScore, Mosaic, Prizm, etc.) that precisely measure audiences, brands and consumer behavior.

Our Agency should continually strive to target, measure and optimize programs thus creating personalized, data-driven storytelling to boost program results. This should include breaking the silos between paid and organic by reviewing the performance of both DC's organic content and search, social and content marketing trends to inform amplification strategies.

Specifically, the Agency should conduct close follow-up and optimization of DC's campaigns for better yields, and should conduct cross-channel ad analysis and strategic assessment of various channels performances.

- C.4.6 Technical Expertise. Our Agency should have the technical know-how to develop and implement solutions (e.g., ad server, tagging of media and websites, use of various tag management solutions, dynamic creative tools, etc.) allowing us to track true conversions (removing fraudulent traffic), understand the customer journey on the path-to-purchase, and perform personalized remarketing across channels while remaining compliant to regional privacy laws.
- C.4.7 Account Management Our Agency is nimble and responds to requests and oversees in-market and HQ activities without employing a top-heavy team. The account structure includes on-the-ground specialist teams that are a cost-effective method for managing and executing regional programs.

C.5 Performance Standards and Quality Measurement

Each year, our Agency may be formally enrolled in DC's Performance Management program and measured on the following:

- Qualitative assessment by the marketing teams on strategic input, account management, media/channel management, creative development, integration, project management;
- Qualitative assessment by the marketing teams on the agency's overall alignment with DC's core values of innovation, collaboration and integrity; and
- Appropriately assigned measures from DC's balanced scorecard measuring marketing performance and impact on business goals.

The Agency will also be required to provide formal feedback to DC each year.

C.6 DC Responsibilities and Support

DC's role, working out of our headquarters in Vancouver, will be to create a strong global vision and outline strategic objectives, with input and execution from our in-market teams. In support of the Agency briefing process, DC will engage in a comprehensive strategic planning approach, beginning with a review of the previous year's programs, results and insights. We will also review market research — both primary and secondary. Our global team will consider challenges and opportunities that impact marketing strategy, and present them for consideration to Committees comprised of industry professionals. The strategies will be iteratively refined based on feedback and presented to DC's Board of Directors for validation and resource allocation. DC will compile all strategic information into a single document to present to its marketing communications partners. Each year, this will typically occur at the end of July.

C.7 Reporting and Communication

Our Agency should provide a monthly accounting of team member time and activity, weekly/monthly account updates, and a regular meeting schedule, cadence to be determined based on volume of activity during different times of the year.

C.8 Personnel Replacement

The Agency should only use those employees (the "Key Persons") who DC has approved to perform the Agency's principal service obligations under this Agreement. The Agency should not replace a Key Person, or make any material change to the duties of a Key Person, without the prior written consent of DC, which it may give or withhold in its sole discretion.

SECTION D: MANDATORY CRITERIA QUESTIONNAIRE

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

D.1 Mandatory Cr	iteria
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D.1.1 Proponents must have a minimum of 36 mo implementing the paid marketing services of able to comply with this requirement?		eting services outlined in the Scope of Work. Are you
	□ Yes	□ No
D.1.2	support our DC HQ office evand the team assigned to our	e team assigned to DC's US account is able to very weekday between the hours of 9am to 5pm PT, ur non-US core markets (UK, Germany, France, t our UK office between the hours of 9am to 5pm y with this requirement?
	□ Yes	□ No
D.1.3	DC's social team members	escribed in question D.1.2, Proponents must ensure based in Vancouver have support for opportunistic and Australian markets between the hours of 9am to mply with this requirement?
	□ Yes	□ No
D.1.4	those you may establish and	nt that DC own all of its digital accounts, including d manage on our behalf, and that we have full access able to comply with this requirement?
	□ Yes	□ No
D.1.5	,	and able to make available all intellectual property of the agreement upon DC's request. Are you able to
	□ Yes	□ No
D.1.6	and manage third parties (e	source, evaluate, negotiate, author, contract with, .g., media platforms, etc.). In addition, these mandatory clause allowing the contract to transfer to

	comply with this requirement?		
	□ Yes	□ No	
D.1.7 Proponents must comply with all privacy laws in terms of data prof DC's markets. Confirm in the table below you are able to comply we requirement for each country/region?		-	
	Country/Region		Yes/No
	United States		
	United Kingdom		
	France		
	Germany		
	Australia		
	Mexico		
	Brazil		
	Japan		
	South Korea		
	India		
	China		
	Canada		

either DC or its representatives as directed by DC, at any time. Are you able to

D.1.8	Proponents should have proven experience developing, executing and
	overseeing multi-channel digital paid media programs (e.g., search, social,
	native, display, etc.) for multinational brands in all of DC's markets. Confirm in the
	table below you are able to comply with this requirement for each country/region?

Country/Region	Yes/No
United States	
United Kingdom	
France	
Germany	
Australia	
Mexico	
Brazil	
Japan	
South Korea	
India	
China	
Canada	

D.1.9 Proponents must have demonstrated and proven experience within the last two years in setting up, managing and optimizing paid media campaigns running in multiple languages on the primary search engines/platforms. Confirm in the table below you are able to comply with this requirement for each of the search engine or platform?

Search Engines/Platform	Yes/No
Google	
Yahoo!	
Bing	

	Facebook		
	Twitter		
	YouTube		
D.1.10	Proponents must have demondanguage professionals for Planguages for DC's core mandomply with this requirement	PC and social media in kets. Confirm in the tab	itiatives in the respective le below you are able to
	Country/Region		Yes/No
	English (US)		
	English (Canada)		
	English (UK)		
	English (Australia)		
	French (France)		
	German (Germany)		
D.1.11	Proponents should have eith department trained in the col data (including paid data, so holistically on DC's marketing requirement?	llection, aggregation and cial analytics, Google A	d analysis of multi-channel nalytics, etc.) to report
	□ Yes	□ No	
D.1.12		er advertising, etc.) and having a comprehensiv	
	□ Yes	□ No	

D.1.13 Proponents must have experience with DoubleClick Bid Manager. Are you able to comply with this requirement?			
	□ Yes	□ No	

SECTION E - PHASE 1: AGENCY EVALUATION

Proponents should respond to the questions below clearly and concisely. Please limit the response to each question to two 12pt typewritten pages (1,000 words or less) (the "Wordcount"), unless otherwise noted in the question.

Please feel free to provide additional images to illustrate your work. If applicable, you are welcome to submit an explanatory video case study in lieu of a written submission. If attaching documents as part of a response to a specific question, please reference the attachments.

Responses that exceed the Wordcount or supply additional information beyond the question may not be scored by DC.

E.1 Agency Overview

- E.1.1 Please provide general background information about your company or organization:
 - A brief history;
 - Location of head office and regional offices:
 - Location of project office for the purpose of performing the work; and
 - Size of permanent staff by categories (account and project management, creative, technical, administrative, etc.) and location.

Please limit your response to one 12pt typewritten page (500 words) or less.

- E.1.2 Please overview the team who will be assigned to our account, indicating each person's:
 - Title:
 - Role:
 - Responsibilities;
 - Experience/qualifications;
 - Location; and
 - If key members will not be full-time on DC's account, please indicate the proposed percentage of their allocated time.
- E.1.3 What is your agency's positioning and how are you differentiated from the agencies with whom you usually compete? And what would an "informed competitor" say they most admire about your agency?
- E.1.4 Please describe how your agency is structured (locally and internationally), and the scope of your services. In particular, please highlight your capabilities in DC's core markets (United States, United Kingdom, France, Germany and Australia), as well as our emerging markets (Mexico, Brazil, Japan, South Korea, India, China and Canada). Include any details about how you leverage your global office network, subcontractors and/or freelance employees. Please indicate how

you ensure quality, proactiveness and quick delivery when a portion of the work is performed by non full-time employees or by team members in remote offices.

E.2 Initial Desirable Criteria

E.2.1 Part of DC's mandate is to sustain a vibrant and profitable Canadian tourism industry by marketing Canada as a desirable tourist destination to leisure and business travellers. While prospective visitors to Canada can view our consumerfacing online destinations and messaging, they cannot directly book a trip through our digital properties. Rather, booking transactions occur either offline (e.g., via local tourism operators) or via third-party online sites (e.g., booking engines or tourism partners).

With this in mind, what strategies and tactics do you recommend for an organization whose business model is to encourage transactions and who is evaluated on such conversions while they don't have the direct control over them? Please provide an example of a client who doesn't sell direct-to-consumer but is still evaluated on key conversions. What techniques have you employed to get better performance on their engagement metrics? Please provide an example of one of these reports.

- E.2.2 DC aims to reach the right traveller, at the right time, with the right message. Please provide an example of a paid media campaign you have run where you have done just that. In your response, please explain what strategies, technologies and processes you put in place to cross the data bridge between the different media channels and how you understood and responded in real-time to customer behavior across channels.
- E.2.3 Please submit the case study of which you're most proud that illustrates your agency's strength in paid media.
- E.2.4 State any value-added services, functions, related fee for service offerings, unique capabilities, strategic partnerships, experience or innovative ideas your company offers that may be of value to DC. Please limit your response to 500 words or less.

SECTION F - PHASE 2: DETAILED AGENCY EVALUATION

Proponents should respond to the questions below clearly and concisely. Please limit the response to each question to two 12pt typewritten pages (1,000 words or less) (the "Wordcount"), unless otherwise noted in the question.

Please feel free to provide additional images to illustrate your work. If applicable, you are welcome to submit an explanatory video case study in lieu of a written submission. If attaching documents as part of a response to a specific question, please reference the attachments.

Responses that exceed the Wordcount or supply additional information beyond the question may not be scored by DC.

F.1 Agency Information

F.1.1 Please tell us about your clientele by completing a table structured like the one below. Please list all active clients indicating the vertical in which they operate (e.g., automotive, CPG, travel and tourism, etc.).

Active Client	Vertical

F.1.2 Using a chart similar to the one below, please list your top 5 areas of expertise (i.e., PPC, display, native, retargeting, paid influencers, social media ads, multichannel analytics, creative ideation and execution, attribution, AdTech, TV, print, radio, OOH, etc.).

Rank	Expertise Areas
1.	
2.	
3.	

F.1.3 Please describe your client onboarding process.

F.2 Additional Desirable Criteria

- F.2.1 Please describe your capabilities in developing integrated media strategies and executional recommendations based on brand objectives, strategies, and target groups, taking into account other marketing/media activity. Please describe how your agency employs market research to inform and shape effective recommendations and media plans. What information would you require from DC in order to develop an effective media plan?
- F.2.2 Please describe your media buying services capabilities. Please highlight your media buying clout, negotiation power, and the way you secure volume discounts to maximize your clients' returns on investment.
- F.2.3 As DC has set budgets in Canadian dollars how do you propose to address and mitigate the risk inherent in currency exchange rate fluctuations? Please provide a client example.
- F.2.4 How do you help clients identify and measure the ROI of their paid media activities? What is the methodology your agency employs to evaluate the quality and effectiveness of work? In your response, please touch upon solutions you employ to effectively track a user's cross-device activity through the various digital touchpoints to understand the full user journey and to measure the impact of the different media channels. Please also provide your point of view on attribution modeling and the techniques you use to understand customer context.
- F.2.5 Which analytics and reporting tools do you use to analyze user intent and content performance, garner user insights, and build reports?
- F.2.6 Please indicate which teams are responsible for collecting data, building reports and communicating them to the clients, and how those teams are configured and collaborate. What experience and education do they have?
- F.2.7 What is your agency's philosophy on campaign optimization?
- F.2.8 Please provide a sample report or campaign analysis that you would have provided to a client for an integrated campaign you ran across multiple channels.
- E.2.9 Please describe how nimble your agency can be to ramp staff and activities up and down based on the seasonal ebb and flow, and to address opportunistic initiatives.
- F.2.10 Using a chart similar to the one below, please indicate your experience, within the last two years, in setting up, managing and optimizing paid media campaigns on the following search engines/platforms, providing a brief description of the campaign.

Search Engine/Platform	Description of the Campaign
YouTube	
Yahoo! Japan	
Naver	
Baidu	

F.2.11 DC wants to understand the resources you might leverage in our core and emerging markets. Using a chart similar to the one below, please indicate the languages in which you've set up, managed and optimized PPC campaigns, using local language professionals when required. Please list the team you have in place for each country/region, indicating if they are full-time, freelance or subcontractors. In your response, please highlight any relationships with sister/partner agencies in these countries.

Language	PPC: Yes/No	Team
English (US)		
English (Canada)		
English (UK)		
English (Australia)		
English (India)		
French (Canada)		
French (France)		
German (Germany)		
Spanish (Mexico)		
Portuguese (Brazil)		
Korean (South Korea)		
Japanese (Japan)		

Simplified Mandarin (Mainland China)	
Traditional Mandarin (Hong Kong and Taiwan)	

F.2.12 Using a chart similar to the one below, please indicate the languages in which you've set up, managed and optimized social media campaigns, using local language professionals when required. Please list the team you have in place for each country/region, indicating if they are full-time, freelance or subcontractors. In your response, please highlight any relationships with sister/partner agencies in these countries.

Language	Social Media: Yes/No	Team
English (US)		
English (Canada)		
English (UK)		
English (Australia)		
English (India)		
French (Canada)		
French (France)		
German (Germany)		
Spanish (Mexico)		
Portuguese (Brazil)		
Korean (South Korea)		
Japanese (Japan)		
Simplified Mandarin (Mainland China)		

Traditional Mandarin (Hong Kong and Taiwan)

- F.2.13 For paid search, please explain in detail your approach to and tools used for:
 - Managing paid search and search remarketing;
 - Finding relevant keywords and developing ad copy;
 - Using keyword match types to improve a keyword/ad group performance;
 - Optimizing bid management (frequency, language of the staff optimizing campaigns, team member ad-hoc availability, etc.);
 - Leveraging relationships with search engines;
 - Addressing mobile search; and
 - Remedying underperforming paid search campaigns
- F.2.14 Please provide a sample report on a paid search campaign.
- F.2.15 For display and native (excluding social), please indicate:
 - The platforms, ad servers and exchanges you use;
 - How you determine the placement for clients;
 - The approach and tools you use to research audiences, develop creative, manage bids, targets users and value view-through conversions;
 - The software you use to remove fraudulent impressions;
 - The programmatic video networks you have used recently; and
 - Your typical optimization process for display campaigns.
- F.2.16 Please overview your agency's experience with tagging for conversion, remarketing, and attribution as it relates to:
 - Utilization of a data management platform;
 - Utilization of tag management systems;
 - Designing Google Analytics solutions and implementations; and
 - Processes and tools to perform quality control on tags (e.g., Floodlight, Google, Facebook, etc.).
- F.2.17 Please overview your agency's experience in paid social, highlighting the following:
 - Tools used to buy on Facebook Marketplace;
 - Social analytics tools;
 - Advanced Facebook pixel implementation and Facebook remarketing;
 - Suggested campaign and ad-set structure on Facebook for always-on advertising to fans and non-fans, including post engagement and website clicks, and targeted to a specific audience; and
 - Developing copy for Facebook ads.
- F.2.18 Please provide a sample social report that you typically deliver to your clients.

- F.2.19 How do you setup your Facebook campaigns to derive the most insights in terms of content relevancy to the target audience?
- F.2.20 Please overview your agency's capabilities in both providing creative and production services, working under the direction of our GSMA. What core roles do you have in-house (e.g., user experience, creative direction, art direction, copywriting, etc.), and do you provide photography and video services? Are you able to produce effective ad copy (paid, social, native, etc.) that is localized for each region?
- F.2.21 Please describe the services you can provide in terms of negotiating and authoring various types of contracts (partnerships, sponsorships, etc.) and keeping compliant with privacy regulations across the globe.
- F.2.22 For influencer marketing, please overview your experience, if any, in:
 - Identifying influencers within the various social media channels and within specific countries;
 - Determining and defining "influence";
 - Communicating with identified online influencers;
 - Ensuring authenticity and transparency when conducting outreach on behalf of a client; and
 - Negotiating mutually beneficial arrangements with influencers, including licensing rights, etc.
- F.2.23 What is your experience with more traditional forms of media (e.g., broadcast, out of home, etc.) and what is your philosophy about how to employ these in the media mix with a limited budget?
- F.2.24 Please provide an example of a challenge your agency overcame on a client account that had to be solved collaboratively with a partner agency or set of agencies.

SECTION G - PRICING

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

DC 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, DC 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 DC would be expected to pay. There should be no hidden costs which DC discovers at the end of the term.

DC does not make a commitment or guarantee of any dollar value or volume of business for any proponent.

G.1 Agency Fees

Please provide your pricing information by completing a table structured like the one below. Please list all resources (i.e., job titles of all team members and sub-contractors) who will provide the scope of work, describing their respective responsibilities (i.e., descriptions of the work provided), hourly rates (indicated in Canadian dollars) and estimated time allocation on DC's account.

Resource	Responsibilities	Hourly Rate	Estimated FTE %*1

G.2 Retainer Fees

Please indicate if your agency bills on a 'fee for service', retainer, or other system?

In the event DC enters into an arrangement which has a retainer-based component, we would like to understand the minimum monthly retainer fees to secure a dedicated team, at various time allocations, to our account.

 $^{^{1}}$ * FTE %: An estimate of each resource's level of commitment to DC over the course of one year. For example, if the average employee works 1855 hours in a year and the Media Planner is expected to commit approximately 750 hours to DC over the course of one year, then the FTE % is = 750/1855 = 40.43%

Accordingly, please identify each retained team member's proposed level of commitment to effectively address the Statement of Work in Section C, over the course of one year. Please note we understand that the scope is yet to be fully defined and that we will collaboratively define it, however, we want to get a sense of the basic team you'll need in place to successfully deliver on our account.

Team Member	Position	Estimated Annual Hours	Estimated FTE % *
E.g,. Jane Doe	Managing Director	100	5.39%
E.g., Jill Doe	Media Planner	1,855	100%
	Total number of hours committed to DC:	X,XXX	

G.3 Media Fees

Please overview your media placement fees by category and indicate any volume discount thresholds.

G.4 Remuneration Strategies

Is your agency amenable to alternative remuneration arrangements (e.g., pay-for-performance, commission, fee, etc.)? If so and, if you have previously entered into such compensation agreements with other clients, please describe how they were structured. Please limit your response to one 12pt typewritten page (500 words) or less. DC, at its sole discretion, may or may not review or consider any such offerings that are proposed.

DC prefers a Net 30 payment term and may consider accelerating payment based on early payment discounts.

SECTION H - IN-PERSON INTERVIEWS

H.1 In-Person Interviews

As per Section B.2.4, this Section of the NRFP is worth 20% of your evaluation for Phase 2.

DC will require proponents, who have made the Shortlist, to attend an in-person interview with DC. The proponent will meet for two hours with DC to further discuss their organization, their submissions to date and to discuss key topics with DC.

Proponents will be asked to limit their attendees to four people, including the intended Account lead. Proponents may be expected to highlight the following:

- Understanding of DC's mandate and business objectives;
- Meet the proposed account team members;
- Experience and expertise;
- Agency culture and marketing philosophy, as well as account management
- Provide clarification on their submission; and
- Respond to questions from DC.

The in-person interviews will be organized with the Shortlist and take place in Vancouver. The In-person interviews will be held on the week of October 3-10, 2016, subject to change.

All costs associated with the in-person interviews will be the responsibility of the proponents.

SECTION I - NRFP PROCESS AND TERMS

I.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Intent to Submit (*)	July 27, 2016, 14:00 hours PT
Webinar	July 22, 2016, 13:30 hours PT
Deadline for Questions	July 28, 2016, 14:00 hours PT
Closing Date and Time	August 11, 2016, 14:00 hours PT
Presentations of Shortlisted proponents (if required)	Week of October 3 to 10, 2016
Notification: DC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	October 20, 2016
Timeframe for Negotiations	60 days following notification by DC

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

(*) Please note the intent to submit is not a disqualifying criteria. If you miss the above date, you can still submit your proposal within the closing date.

I.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 DC, 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.

I.3 Inquiries and Communication

No individual other than the designated Contracting Authority identified on the NRFP cover is authorized by DC to comment on any portion of this NRFP or the requirements described in this NRFP. DC 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 DC Contracting Authority.

Making inquiries to an unauthorized person or any attempt to influence the outcome of this process by contacting DC 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.

I.4 Accuracy of Information

While the information set out, or referred to, in this NRFP has been prepared and included in good faith, DC 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.

I.5 Amendments

Information, instructions, modifications, and/or questions and answers may be incorporated by DC in an amendment to the NRFP. If this NRFP was posted on the Government of Canada BuyandSell.gc.ca website ("BuyandSell"), DC 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 for amendments to the NRFP that DC 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).

I.6 Modification and Withdrawal

Modifications to, or withdrawals of, a submitted NRFP will be accepted by DC by e-mail notice provided that such e-mail is received by DC 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.

I.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.

I.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 DC, 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 DC of any responsibility for the same.

I.9 Language

Proposals may be submitted in either French or English. The working language for the NRFP process and subsequent contract will be English.

I.10 Negotiations

DC 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 DC, hereafter the "Preferred Proponent(s)". Proponents are cautioned not to assume that the lowest priced proposal will result in a contract award.

DC 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 DC 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 DC 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 DC. DC intends to conduct negotiations within the Timeframe for Concurrent Negotiations.

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

I.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 DC and the successful proponent.

I.12 Debriefing

Upon request, and at DC's sole discretion, DC will only provide a debriefing to proponents who met or exceeded the minimum Threshold or Shortlist. All requests must be in writing to the DC 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.

I.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 DC employee or Board member of DC; 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 DC 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").

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

I.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.

I.15 Confidentiality

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

Except as required by law, DC 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 Agency will be revealed at the conclusion of the process and only after an agreement has been fully executed by the contracting parties.

I.16 Publicity

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

I.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.

I.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.

I.19 Indemnities

The proponent shall be responsible for and shall indemnify DC 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.

I.20 Rights of Destination Canada

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

- 1.20.1 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;
- I.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;
- 1.20.3 not accept any deviations from the stated terms and conditions;
- 1.20.4 terminate the process at any time and/or re-issue this NRFP at any time;
- 1.20.5 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;
- I.20.6 contact references:
- I.20.7 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to DC;
- I.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;
- 1.20.9 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:
- 1.20.10 not enter into any contract at all with any proponents responding to this NRFP.

SECTION L: LIST OF APPENDICES

APPENDIX	FILE NAME
1	Proponent Information and Acknowledgement Form
2	Material Circumstances Disclosure Form
3	Amendments
4	Declaration of Sub-Contractors
5	General Contract Terms
6	Content Marketing Strategy

APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT FORM

1)	PROPONENT	INFORMATION
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Email Address:

Description of Services:

Complete legal company name and address:

a) <u>Company Information</u> - For identification and information purposes only, provide the following information about your company:

Primary business and lestablished:	ength of time business	
Number of direct emplo	yees:	
Nature of company (i. corporation, partnership		
Primary contact for the phone number and e-m	ne NRFP (name, title, ail):	
NRFP who we represent the organization brief description contact any of the second contact and the second contact	may contact as reference, key contact information of the service provided	imilar requirements to those described in this es. For each reference include the name of (name, title, address, phone, e-mail), and a /performed. Proponent agrees that DC may equested that proponents refrain from using
Reference #1:		
Client Organization:		
Contact Person:		
Street Address:		_
Telephone #:		

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:		
declares that he/she in his/her firm/company to	s that the inforr is a duly author o the provisions	mation provided in their proposal is accurate an rized signing authority with the capacity to common contained herein. By signing below, the proponer read, understood and agrees to the terms of the
Executed this	day of	, 2016
Authorized Signature:		
Printed Name:		
Title/Position:		
Company Name:		
City:		
Address:		

Phone Number:	Fax Number:
E-mail Address:	

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

statement is attached.

MATERIAL CIRCUMSTANCE: DC requires proponents to disclose all Material Circumstances (as defined in I.13) as an attachment to their proposal. Check ONE: No, there are no Material Circumstances to disclose; OR

APPENDIX 3: AMENDMENTS

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

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

APPENDIX 4: DECLARATION OF SUB-CONTRACTORS

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 DC. DC 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 DC 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 Appendix 1 – Proponent Information and A		by the company named in
☐ Sub-Contractors will be used to provide proposal.	e the goods and/ or s	services described in this
Companies called on as Sub-Contractors t services.	co collaborate in the e	execution of the proposed
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 provi	ding:%	

APPENDIX 5: GENERAL CONTRACT TERMS

The following general terms may be required by DC 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;
- Contract term as provided in the NRFP;
- 3. The Agency will designate key personnel assigned to DC file who cannot be changed without the approval of DC:
- 4. Dedicated time commitments (full time equivalent basis) on a monthly or annual basis to DC 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 Agency will be the property of DC. The Agency will certify that the intellectual property is delivered free from encumbrances and in compliance with all applicable laws;
- 7. The Agency will undertake to ensure that all campaigns and other activities conducted on behalf of DC in the Agency's market are done in compliance with applicable laws;
- 8. Agency, including their sub-contractors, indemnifies DC for any breach of the contract, in particular claims relating to breach of privacy, third party intellectual property claims, compliance with laws, etc.;
- 9. Agency to maintain the appropriate insurance:
- 10. Fees to be paid on the basis of work delivered;
- 11. All expenses incurred by the Agency to be passed through to DC without markup, including media placements;
- 12. Confidentiality clauses to be included;
- 13. DC shall be entitled to terminate for convenience upon 30 days written notice and upon payment for any work completed or committed to the date of termination. If DC terminates the contract or a particular work order for breach, then DC is not required to pay for the work;
- 14. DC approval required prior to Agency 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.