



Canadian Tourism
Commission

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Negotiated Request for Proposal

Name of Competition:	China Media Monitoring and Measurement Services
Competition Number:	DC-2019-PO-06
Closing Date and Time:	14:00 hours PT, November 28, 2019
Contracting Authority:	Paulina Orozco Procurement Advisor 604-638-8372 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. A federal Crown corporation, DC supports the Canadian tourism industry by marketing Canada as a premier four-season tourism destination, and supports the Canadian economy by generating tourism export revenues.

Through collaboration and partnerships with the private sector, the Government of Canada, plus the provinces and territories, DC works with the tourism sector to maintain our competitiveness and position Canada as a destination where travelers can create extraordinary personal experiences.

DC's approach focuses on those global markets where Canada's tourism brand leads and yields the highest return on investment. DC is active in 10 key geographic markets: China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom, and United States. For further information, please visit <http://www.destinationcanada.com>

A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the "NRFP") is to solicit proposals for media monitoring and measurement services in the China market. See Statement of Work (Section C) for detailed requirements.

The requirement includes, but is not limited to, providing news clipping, crisis alerts, project reports and clipping reports on a different basis (daily/weekly/monthly/quarterly/annual) based on DC requests, as well as monitoring contents according to agreed criteria.

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 ("Contractor") may be required to collaborate with DC's other service providers and partners to ensure that public relations and communications 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 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 four (4) 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 Contractor.

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 (if applicable) meet the stated criteria and the scores assigned during the evaluations, are at the sole discretion of DC.

B.2.1 Desirable Criteria Questionnaire (Section E) 35%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% of 35% or higher (the “Threshold”) will be evaluated further based upon, but not limited to Proposed Pricing and Presentations.

B.2.2 Proposed Pricing (Section F) 40%

Following evaluation of Proposed Pricing, DC may limit further evaluation to a limited number of the top ranked proposals (the “Shortlist”). Only those proposals on the Shortlist will be further evaluated based upon Presentations.

B.2.3 Presentations (Section G) 25%

TOTAL 100%

B.2.4 Negotiations

DC 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, November 28, 2019**.

Any proposal received after the Closing Time may not be reviewed by 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.3.4 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 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **9:00 hours PT, November 12, 2019**. 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.3.3 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, November 8, 2019**.

Please Note: The Intent to Submit is not a mandatory requirement and therefore does not prevent a proponent from submitting by the required closing date and time.

B.3.4 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@destinationcanada.com and should reference "**NRFP DC-2019-PO-06, China Media Monitoring and Measurement Services - CONFIDENTIAL**" in the e-mail subject line. Include the following with your submission, intentions and questions:

- Company name
- Name and title of contact person
- Phone, mobile phone, fax and e-mail of contact person
- Reference to the corresponding NRFP section(s) if applicable

There is a maximum of eight megabyte ("MB") file size acceptance of any e-mail. Proponents should divide their responses into appropriate sized (smaller than 8 MB) numbered files. In the e-mail the proponent should provide the detail for each section and how many e-mails they will send. Proposals are stored in an electronically secure and restricted environment. Proposals will not be opened until after the Closing Time has passed.

B.4 NRFP Form of Response, Format and Depth

B.4.1 NRFP Form of Response

Proponents should respond to and include in their proposal:

- Appendix 1 – Proponent Information and Acknowledgement Form
- Appendix 2 – Material Circumstances Form
- Appendix 3 – Amendments
- Appendix 4 – Declaration of Sub-Contractor (if applicable)

- Appendix 5 – General Contract Terms
- Appendix 6 – Measurement Reporting Guideline
- 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 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.

References to hyperlinks or links to social media sites (e.g. LinkedIn) may not be considered by DC 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 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 Contractor Performance Management

DC 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 DC may be considered as an unqualified proponent and their proposal may be rejected. DC reserves the right to exercise this option as is deems proper and/or necessary.

SECTION C – STATEMENT OF WORK

C.1 Scope of Work

C. 1.1 Objective

To understand the impact of marketing activities, as well as overall brand sentiment about Canada, DC monitors print, broadcast, social and digital media in its key domestic and international markets.

The Contractor is responsible for media monitoring and measurement services in the China market, including but not limited to news clipping, crisis alerts, project reports and clipping reports on different basis (daily/weekly/monthly/quarterly/annual) based on DC requests, as well as monitoring contents according to agreed criteria. These services should support and be in alignment with the DC China media relations and public relations team.

The Contractor will provide consumer travel and corporate news media monitoring for DC China with a focus on China market. The Contractor will monitor for travel trade, travel and lifestyle-related editorial coverage of identified destinations, including key words in China publications, outlets, and social media. The Contractor will monitor DC content and insights in national and regional print, online, social media, broadcast, travel trade media outlets, and other online news outlets.

C.1.2 Media Monitoring Service and Schedule

C.1.2.1 The Contractor must provide through e-mail:

- Crisis Alerts.
- Inform DC China of any negative coverage as soon as it is reported through instant communication tools.
- Provide DC China with the source and details of the report simultaneously.
- Daily Monitoring Reports: submit the clipping index for the previous day by 10:30 am Beijing Time every day.
- Weekly Monitoring Reports: submit the clipping index for the past week by every Friday.
- Monthly Monitoring Reports: submit clipping reports (in Excel format) for the previous month in the first five workdays of every month.
- Quarterly Monitoring Reports: submit clipping reports (in Excel and Word formats) for the previous quarter in the first seven workdays of every quarter.
- Annual Reports: submit clipping reports (in Excel format) for the previous year in the first ten workdays of every year.
- Project Reports: submit clipping reports (in Excel format) for projects whenever DC China requests.

C.1.2.2 All media monitoring reports should include links to each complete news item of national and regional newspapers, business-oriented magazines, online news outlets (including content behind pay walls), broadcast (TV and radio if any), social media (if any), online travel trade media, online marketing magazines, and travel and leisure publications with a focus on Canada.

C.1.2.3 The contractor will ensure 24-hour access for DC China to browse and search clippings on a specified website.

C.1.2.4 The Contractor and DC will participate in regular operational discussions over the telephone to adjust monitoring. The discussions will occur quarterly for the first year and as necessary thereafter.

C.1.2.5 The Contractor will allow DC to share editorial coverage with key tourism stakeholders mentioned within the article or broadcast content.

C.1.2.6 The Contractor will provide transcripts or entire radio/TV clips as requested by DC.

C.1.3 Media Monitoring contents

The contractor should monitor content not limited to the above but also include:

- DC China: any negative reports, press releases and third-party reports concerning Canada.
- Industry: government policies for the tourism sector, market overview and development trends.
- Competitors: reports on the national tourism bureau of the following countries: Australia, U.S., France, New Zealand and UK.

C.1.4 Monitoring Criteria

C.1.4.1 Media range:

- Print media: nationwide print publications excluding local pages and ads not publicly published.
- Online media: nationwide mainstream websites including news, industry and professional websites (excluding foreign ones).
- Social media: leading social media channels such as WeChat, Weibo, Headline News, etc.
- TV: nationwide broadcast (specific programming to be requested in advance by DC China).

C.1.4.2 Clipping collection:

- Earned coverage generated by DC China.
 - Print media: all.
 - Online media: only coverage from mainstream websites.
 - Social media: WeChat, Weibo, Headline News, etc.
 - TV: upon request.
- Earned coverage generated by designated member of the Canadian tourism industry.
- Earned coverage generated by designated competitors.

C.1.4.3 Clipping translation:

- Type: headline and summary
- Range:
 - Original reports: headline and summary.
 - Reprints: same translation as for originals.

C.1.4.4 Clipping format:

- Media name, publication date, page and article location
- Reach and media location
- Clipping headline, summary and article content should be in both English and Chinese
- Other metrics upon request

C.1.4.5 Clipping review:

- The Contractor shall provide hyperlink to original article for DC China to review clippings

C.1.5 Reporting and Measurement Services

The Contractor produces measurement and benchmark reports of earned media, which includes print, broadcast and online coverage resulting from media relations, travel trade media, and social media activities by online outlets (“Earned Media”). The Earned Media will be based on a pre-determined measurement framework, see Appendix 6 Measurement Reporting Guideline.

Measurement criteria may evolve over the duration of the Contract. The Contractor will offer insight and adapt to changes in reporting measurement requirements accordingly. As part of delivering the reporting and measurement services, the Contractor is responsible for the following:

C.1.5.1 Provide detailed reports that evaluate Earned Media based on measurement and/or benchmark requirements. See Appendix 6 Measurement Reporting Guideline for measurement reporting details. The measurement criteria to be included in reports will be based on DC China requirements and may include, but it is not limited to:

- Average number of unique daily visitors to a digital website;

- Print circulation, excluding any multipliers;
- Broadcast audience reach; and
- Reach and impressions obtained by earned digital content on social media channels, the measurement metrics might be updated in 2020.

C.1.5.2 Provide full data transparency regarding where and how data is sourced and the formulas used in obtaining such data. The Contractor will notify DC of any changes to the formula.

C.1.5.3 Provide unlimited “self-serve” access to the reported data through an easy-to-use online dashboard: for example, a website or software platform, which is updated daily during business days.

C.1.5.4 Collaborate with DC on compiling and assessing Earned Media measurement reports, as required.

C.2 Destination Canada Responsibilities

DC will assign a key person(s) to be the Contractor’s main point of contact (the “Contract Authority”). The Contract Authority will conduct annual Contractor performance reviews to ensure that the Contractor is supplying the expected quality of deliverables outlined in the Contract. The Contract Authority will provide the necessary information required for the Contractor to conduct their services, including:

- media sources to be monitored, including social media channels;
- keyword list; and
- measurement framework.

C.3 Contractor Responsibilities

General tasks to be performed by the Contractor include:

- develop an understanding of DC;
- advise on industry best practice as it relates to how DC can improve its media monitoring, as necessary; and
- provide a response to DC inquiries within 24 hours turnaround time.

The Contractor must designate an account manager to the execution of DC’s contract. The Contractor is required to advise DC’s Contract Authority two (2) weeks’ in advance of any change to the account manager. If replacement is required, the Contractor is responsible for providing, in a timely manner, a replacement with equivalent or greater experience.

The Contractor is responsible for transitioning this Contract over to the next media monitoring contractor of DC’s choice. As part of this transfer of information, the Contractor will handover the most up to date list of keywords, submit the final report and agree to final invoice timing and amount.

C.4 Language Requirements

The Contractor personnel must be able to communicate in English and Chinese including both verbal and written communication.

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

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

D.1 Mandatory Criteria

D.1.1 The Contractor, or its subcontractor(s), has the ability to track coverage and measure reach of China print media. Are you able to comply with this requirement?

Yes No

D.1.2 The Contractor, or its subcontractor(s), has the ability to track coverage and measure reach of digital media outlets (includes social media) in China. Are you able to comply with this requirement?

Yes No

D.1.3 The Contractor, or its subcontractor(s), has the ability to track coverage and measure the reach of broadcast and radio outlets in China. Are you able to comply with this requirement?

Yes No

D.1.4 The Contractor has the ability to submit a daily report to DC by 10.30am Beijing Time. Are you able to comply with this requirement?

Yes No

D.1.5 The Contractor has the ability to secure and manage access to content through online dashboard. Are you able to comply with this requirement?

Yes No

D.1.6 The Contractor has the ability to provide bilingual (English and Chinese) services in reporting and daily communication. Are you able to comply with this requirement?

Yes No

SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

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 Describe how your services have improved over the past five (5) years. This applies to consulting services, analysis, reporting, measurement capabilities, technology, etc. Please explain any future or upcoming advancements or improvements.
Please limit your response to no more than 2 pages, Arial 12 font. Maximum marks available is 7%
- E.1.2 Describe the benefits and qualities of your dashboard and reports. What makes these reports stand out from your competition? What services and features do your online tools offer? Provide three (3) samples of different reports that may be of value to DC. (Samples will not be included in the page count).
Please limit your response to no more than 2 pages, Arial 12 font. Maximum marks available is 7%
- E.1.3 Describe how 24 hour per day 7 days per week media monitoring would be managed in the event of an emergency or crisis situation.
Please limit your response to no more than 2 pages, Arial 12 font. Maximum marks available is 6%
- E.1.4 Please describe in detail your or your subcontractor(s), capability in measuring the digital media reach of articles produced on digital media platforms. Please describe in detail how you define digital reach. Be sure to include your process of calculating the reach and the formula behind the calculation, including data sources.
Please limit your response to no more than 2 pages, Arial 12 font. Maximum marks available is 5%
- E.1.5 How do you define and calculate print media reach? Be sure to include your process of calculating the reach and the formula behind the calculation.
Please limit your response to no more than 2 pages, Arial 12 font. Maximum marks available is 4%
- E.1.6 Please describe in detail how you define digital and social media reach. Be sure to include your process of calculating the reach and the formula behind the calculation.
Please limit your response to no more than 2 pages, Arial 12 font. Maximum marks available is 3%
- E.1.7 How do you define and calculate broadcast media reach? Be sure to include your process of calculating the reach and the formula behind the calculation.
Please limit your response to no more than 2 pages, Arial 12 font. Maximum marks available is 1%

E.1.8 Provide a list of current clients for whom you provide similar services to what is described in this NRFP, including any experience working with government/tourism agencies. Examples can include both national and international work. Be sure to specify the date and scope of the services.

Please limit your response to no more than 2 pages, Arial 12 font. Maximum marks available is 1%

E.1.9 Describe how you manage online news sources and how information behind online publisher paywalls is presented to your clients. Please limit your response to no more than 2 pages, Arial 12 font. Maximum marks available is 1%

SECTION F – PRICING

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

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 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.

F.1 Proposed Pricing Detail

All prices should be quoted in **Canadian** dollars, excluding taxes. All proponent submissions will be evaluated following a Total Cost of Ownership (TCO) approach by comparing section pricing totals per proponent.

F.1.1 Clipping Services Monthly Fees

Service Description	Monthly Fee (CAD)	TCO for evaluation (Monthly Fee x 12 months x 7 years)
1) Scanning and production of articles as well as print screen of web pages with monthly average amount of around 125 pcs.	\$	\$
2) English headline and summary for original clippings with monthly average amount of 80 pcs.	\$	\$
3) Copying of English headline and summary to reprints with monthly average amount of 45 pcs.	\$	\$
4) Delivery of clippings on a daily basis (in IE format).	\$	\$
5) Submission of weekly reports (in Excel format).	\$	\$
6) Submission of monthly reports (in Excel and Word formats).	\$	\$
7) Submission of quarterly reports (in Excel and Word formats).	\$	\$
8) Submission of project reports (in Excel format).	\$	\$
9) Submission of annual reports (in Excel format).	\$	\$
A) Total clipping services re-occurring fee	\$	A x 12 x 7 = \$ _____

F.1.2 Other Services Single Instance Fees

Charges will be calculated based on executed tasks. Special services outside working hours, if required:

	Service Description	Fee/Instance (CAN) per hour	TCO for evaluation
B	Monitoring work in off-duty time of workdays.	\$	B x 1 = \$ _____
C	Monitoring work in statutory Chinese holidays.	\$	C x 1 = \$ _____
D	Monitoring work in statutory Chinese festivals.	\$	D x 1 = \$ _____
E	Overtime work during 9:00pm—8:00am Beijing Time shall be paid with an extra half of the original charge.	\$	E x 1 = \$ _____

These services could occur once a year, more than once or not at all (for the purposes of evaluation, DC will include the cost for one instance per year).

F.2 Payment Discounts

DC 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 DC.

F.3 Pricing Strategies

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

F.3.1 Please indicate any other pricing strategies that your company may be willing to discuss with DC.

SECTION G – PRESENTATION / DEMONSTRATION REQUIREMENTS

G.1 Presentations / Demonstrations Requirements

DC will require proponents who have made the Shortlist to give a presentation of their capabilities in providing media monitoring and reporting and measurement services in China.

The objective of the presentation is to provide proponents with an opportunity to showcase their capabilities and meet the key members of their organization that will be servicing DC's account. It also provides DC with an opportunity to ask specific questions around their experience.

DC will provide the Shortlist with a final agenda in advance of the presentations. Proponents may be expected to cover the following as part of their presentation:

- Introduce the company and explain the structure of the team that will work on DC's account, including the Account Manager.
- Describe methodology or approach to meeting the requirements as specified in the Scope of Work.
- Explain how your measurements could meet DC requirements
- Describe your capability of managing crisis
- Demonstrate the functions and capabilities of easy-to-use online dashboard.
- Describe how you see media monitoring changing in the next five (5) to 10 years. Explain how you would adapt to meet these changes.
- What reports, in addition to those required as part of this NRFP, can you generate to assist DC in monitoring media and measuring reach?

All costs associated with the presentation will be the responsibility of the proponent.

SECTION H – NRFP PROCESS AND TERMS

H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Intent to Submit (*)	14:00 hours PT, November 8, 2019
Deadline for Questions	9:00 hours PT, November 12, 2019
Closing Date and Time	14:00 hours PT, November 28, 2019
Presentations of Shortlisted Proponents	week of December 16, 2019
DC will endeavour to notify all proponents of its selection by:	week of January 27, 2020
Timeframe for Negotiations	10 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.

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 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.

H.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.

H.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.

H.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).

H.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.

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 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 DC 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 will be the preferred language of the proponent.

H.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.

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 DC and the successful proponent.

H.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 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.

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 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.

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

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 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 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 DC, 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 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.

H.20 Rights of Destination Canada

In addition, DC 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 DC;
- 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

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	Measurement Reporting Guideline

APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT FORM

1) PROPONENT INFORMATION

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

Complete legal company name and address:	
Primary business and length of time business established:	
Number of direct employees:	
Nature of company (i.e. sole proprietorship, corporation, partnership, joint venture):	
Primary contact for the NRFP (name, title, phone number and e-mail):	

- b) References - List three customers with similar requirements to those described in this NRFP who we may contact as references. For each reference include the name of the organization, key contact information (name, title, address, phone, e-mail), and a brief description of the service provided/performed. Proponent agrees that DC may contact any of these references. It is requested that proponents refrain from using DC as a reference in their proposal.

Reference #1:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

Reference #2:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

Reference #3:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

2) PROPONENT ACKNOWLEDGEMENT

The proponent agrees that the information provided in their proposal is accurate and declares that he/she is a duly authorized signing authority with the capacity to commit his/her firm/company to the provisions contained herein. By signing below, the proponent specifically acknowledges that it has read, understood and agrees to the terms of this NRFP.

Executed this _____ day of _____, 2019

Authorized Signature:

Printed Name:

Title/Position:

Company Name:

City:

Address:

Phone Number:

E-mail Address:

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

MATERIAL CIRCUMSTANCE:

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

Check ONE:

No, there are no Material Circumstances to disclose;

OR

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

APPENDIX 3: AMENDMENTS

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

Amendment/Addendum No.:	Dated:	# of Pages:
Amendment/Addendum No.:	Dated:	# of Pages:
Amendment/Addendum No.:	Dated:	# of Pages:
Amendment/Addendum 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 will be provided solely by the company named in Appendix 1 – Proponent Information and Acknowledgement.
- Sub-contractors will be used to provide the goods and/ or services described in this proposal.

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

Name:

Contact Person: _____ Title: _____

Phone Number: _____

E-mail Address: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Description of services provided: _____

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

APPENDIX 5: GENERAL CONTRACT TERMS

The following general terms may be required by 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;
2. Contract term as provided in the NRFP;
3. The Contractor 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 Contractor will be the property of DC. 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 DC in the Contractor's market are done in compliance with applicable laws;
8. Contractor, 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. 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 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 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.

APPENDIX 6: MEASUREMENT REPORTING GUIDELINE

The purpose of this Appendix is to provide an overview of the reporting measure definition. The Contractor will provide DC with a measurement system to evaluate outcomes against strategy.

NAME	Earned Reach CHN			
DESCRIPTION	A monthly count of earned digital, social, TV, print and broadcast content reach.			
INTENT	Track the amount of earned content that reaches our target travellers because of Destination Canada's influence.			
WHERE IT FITS	<i>level:</i>	Process		
	<i>result:</i>	We reach more of our target travellers		
	<i>measure relationships:</i>	<i>... is a ...</i>	<i>... of measure ...</i>	
		cause-effect	International markets use DC programs and services We know the preferences of our target travellers	
		companion	Travellers easily find Canadian experiences they want to do The cost of reaching target travellers is minimized	
	<i>process / department:</i>	Global Marketing and Communications, China in-market team		
CALCULATION	<i>formula:</i>	CHN digital reach + CHN social reach + CHN print reach + CHN TV reach and CHN broadcast reach of each story published.		
	<i>frequency:</i>	Monthly		
	<i>scope:</i>	Does not include the reach of all publications writing about Canadian travel experience. The only reach counted is the earned reach of content produced by storytellers who reach our target traveller and were influenced by anyone working on behalf of DC including: agencies, in-markets MR/PR teams, and partners when participating in joint programs or pitching efforts (Royal Tour, CMM, Go Media, etc.).		
	<i>data items:</i>	<i>data item name</i>	<i>description</i>	
		CHN digital reach	The digital website's average unique daily visitors	
		CHN social reach	The reach obtained by earned digital content on Weibo, Wechat, News app and Video streaming channels	
CHN print reach		Print circulation excluding any multipliers		
CHN TV reach		TV audience reach		
	CHN broadcast reach	Broadcast audience reach		