



Canadian Tourism
Commission

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Negotiated Request for Proposal

Name of Competition:	General Sales Agent - Mexico
Competition Number:	DC-2021-AK-06
Closing Date and Time:	September 16, 2021, 14:00 Pacific Time (PT)
Contracting Authority:	Annie Kao Procurement Advisor procurement@destinationcanada.com

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SECTION A – INTRODUCTION

At Destination Canada we believe in the power of tourism. Our aspiration is to enhance the quality of life of Canadians and enrich the lives of visitors.

Our mission is to influence supply and build demand for the benefit of locals, communities and visitors through leading research, alignment with public and private sectors, and marketing Canada nationally and abroad. In collaboration with our partners, we promote Canada as a premier four-season leisure and business tourism destination around the country and world.

Destination Canada's approach focuses on markets where Canada's tourism brand leads and yields the highest return on investment. We use research to drive our evidence-based marketing in nine key geographic leisure source markets: Australia, Canada, China, France, Germany, Japan, Mexico, United Kingdom and the United States. In addition, our Business Events team leverage in-depth global market analysis to target international clusters aligned with Canada's priority economic sectors.

We believe that Canada's diversity, its greatest asset, is also, what touches travellers' hearts most deeply. To that end, we are committed to inclusive leadership within our workforce, workplace, and interactions with partners and travellers alike.

Destination Canada is a Crown corporation wholly owned by the Government of Canada and formed under the Canadian Tourism Commission Act.

For further information, visit <http://www.destinationcanada.com>.

A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the “**NRFP**”) is to solicit proposals from agencies that are able to provide general sales and marketing services in Mexico. The agency, acting as DC's partner, is an experienced General Sales Agent (GSA) with the capability to grow active consideration of the Canada brand in Mexico in partnership with DC's co-investors and industry partners (Provinces, Territories and travel providers). The successful proponent (“Contractor”) achieves its goals in Mexico through on-going travel trade education, travel trade key account management, media and public relations, social media and direct to consumer marketing activities. See Statement of Work (Section C) for detailed requirements. The Contractor will also have the opportunity to be considered by other Canadian Destination Marketing Organizations (DMO - Provinces, Territories and Cities) for further GSA Representation contracts to be developed directly with these organizations.

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 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. Should other Canadian DMO's chooses to enter into an agreement with the Contractor, these will be set-up directly with 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 presentations/demonstrations 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) 20%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% or higher (the "Threshold") will be evaluated further based upon, but not limited to: Technical Assessment.

B.2.2 Technical Assessment (Section F) 15%

Following evaluation of technical assessment, DC may limit further evaluation to a limited number of the top ranked proposals (the "Shortlist"). Only those selected proposals will be further evaluated based upon the Presentation.

B.2.3 Presentation/Demonstration (Section G) 40 %

Following evaluation of presentation, 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 Pricing.

B.2.4 Proposed Pricing (Section H) 25%

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).

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, September 16, 2021**.

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 14:00 hours PT, August 31, 2021. 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, September 9, 2021.

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-2021-AK-General Sales Agent Mexico- 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 twenty megabyte (“MB”) file size acceptance of any e-mail. Proponents should divide their responses into appropriate sized (smaller than 20 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
- Section D – Mandatory Criteria Questionnaire
- 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 deemed proper and/or necessary.

SECTION C – STATEMENT OF WORK

C.1 Background

At Destination Canada (“DC”), we believe that tourism enhances the quality of life of Canadians and enriches the lives of visitors. We believe that Canada's diversity, its greatest asset, is also what touches travellers' hearts most deeply.

Our mission is to influence supply, and build demand for the benefit of locals, communities and visitors through leading research, alignment with public and private sectors, and marketing Canada nationally and abroad. In addition, our Business Events team leverage in-depth global market analysis to target international clusters aligned with Canada's priority economic sectors.

Our work in destination development ensures that we are able to sustain a premier four-season tourism economy that is regenerative in nature - supporting our economy and the environment.

Destination Canada is a Crown corporation wholly owned by the Government of Canada. For further information, visit <http://www.destinationcanada.com>.

DC has the legislative mandate to promote the interests of the tourism industry and to market Canada as a desirable tourist destination. More specifically:

- Sustain a vibrant and profitable Canadian tourism industry;
- 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.

DCs aspiration is to enhance the quality of life of Canadians and enrich the lives of visitors. This goal speaks to our industry's contribution to sustainable economic growth and entrepreneurship, community vitality and the social and cultural identity of Canada. To realize this goal, our organizational focus is on four key pillars of work:

- Brand Resonance: Strengthen Canada's global identity as an ideal place to travel as well as study, work, invest, and live;
- Legendary Experiences: Increase the quality and quantity of internationally competitive travel experiences;
- Industry Vitality: Enhance the industry's global competitiveness, business profitability and seasonal resilience; and
- Social License: Improve Canadians' perception of the contribution tourism makes to the quality of life in their communities, and uplift Canadian culture and sense of identity.

Pre-pandemic, tourism has been a significant driver of Canada's economy, generating over 748,000 jobs in the sector and support for nearly 232,000 small and medium-sized tourism businesses in 2019. As the country's number one service export, tourism is larger than agriculture, forestry, fishing and hunting combined. Canada welcomed over 22 million international overnight visitors spending \$23 billion in 2019.

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 2019, DC's marketing efforts attracted almost 1.6 million additional visitors and business delegates to Canada collectively spending approximately \$2.08 billion.

As international borders reopen and travel to Canada resumes, Canada has a wealth of choice in places to see, experiences to discover and people to meet. To ensure we provide a cohesive story for Canada, we must align our efforts under our brand's belief and promise.

The Destination Canada Brand: For Glowing Hearts, is built on the belief that travel should change you. Time spent in Canada should leave a lasting mark on your heart. Our storytelling should do the same.

We are creating a Passion Brand, one that conveys:

*Canada is more than a place on a map.
It's a beacon to the world.
An invitation not just to explore, but to connect.
It's a calling to discover the marvels of what's here.
And the potential that's within each one of us.
Canada is a destination for those with open minds and intrepid spirits.
For the brave.
For the bold.
For the curious.*

This is Canada. For Glowing Hearts.

DC, along with its partner agencies, key specialists, and industry partners, wishes to:

- Invite high-value travellers to experience Canada's natural majesty and mosaic of human possibility. Our high-value travellers have a high level of disposable income and high travel budget, are frequent travellers, and have an affinity for Canada's travel offering.
- Differentiate the Canadian travel brand and ignite visitor advocacy and repeat visits
- Reach today's world travellers through technology and innovation — create groundbreaking marketing programs to increase demand for Canada that include creating content for traditional and social media, in addition to directing media campaigns.
- Use evidence based leadership to provide a clear strategic direction, measurable evidence of impact, and execution of marketing by continually testing and learning to move the needle on the DC strategic performance.

C.2 General Sales Agent (GSA) in Mexico

Destination Canada has been operating in Mexico for approximately 20 years with the following objectives:

- Build awareness and consideration for high-value travellers to Canada among prospective travellers.
- Get international high-value travellers visiting more places in Canada.
- Increase conversion of international high-value travellers to Canada year-round.

DC's market highlights, operations and mandate in Mexico and other key markets can be found in here: <https://www.destinationcanada.com/en/markets/mexico>.

C.3 Objective

DC is seeking a Contractor to help achieve its ambitious goals in Mexico. The Contractor, acting as DC's partner, is an experienced General Sales Agent ("GSA") with the capability to grow active consideration of the Canada brand in Mexico in partnership with DC's co-investors and industry partners (Provinces, Territories and travel providers). The Contractor achieves its goals in Mexico through on-going travel trade education, travel trade key account management, media and public

relations, social media, direct to consumer marketing activities, including in-market support to Business Events activities when required.

C.4 Scope of Work

The Contractor should perform the following work throughout each year of the agreement under the strategic direction of DC's leadership teams at Head Quarters ("HQ") in Vancouver, BC, Canada. Each year, a Market Plan for Mexico is developed in collaboration with the Contractor, in support of DC's Global Marketing and Sales Plan, as well to meet the Key Performance Index ("KPI") targets that cascade down from DC's Corporate Balanced Scorecard. The Contractor's performance is reviewed twice yearly using the DC Contractor Performance Evaluation system.

C.4.1 Travel Trade Development

The Contractor is responsible for travel trade development in Mexico, with a focus on key account management, the Canada Specialist Program ("CSP"), trade shows and events, and other travel trade services.

- a) Key Account Management
 - Use DC's Key Account Management model to identify tiered levels of tour operators in Mexico (e.g. key prospect and tertiary) of their potential for delivering business to Canada.
 - Develop and implement a sales plan for the top accounts to include a range of business development initiatives such as: co-op marketing activities, a business performance model, use of Brand Canada Library (images and videos) to improve the positioning of Canada within tour operator programs, and organize Trade Familiarization ("FAM") Tours to broaden Canada's product range.
 - The Contractor will be required to maintain and manage relationships with the key accounts and monitor their performance through bi-annual reviews.
 - Advise DC on how to integrate key travel trade in DC's media, Public Relations, and direct to consumer activities. Typically, this would include liaising with key accounts for call-to-action product content, sharing insights, and keeping the trade updated on DC's consumer marketing initiatives, as well as ensuring that our trade co-op marketing is aligned with business objectives and our consumer activities.
- b) Canada Specialist Program ("CSP")
 - Maintain monthly communications with key travel agents and CSPs. Provide feedback to DC on content development opportunities for CSP and other travel trade education initiatives.
 - Support the implementation of the CSP when required, through updating relevant content in the local market CSP modules targeting both retail agents and tour operator reservation staff,
 - Increase levels of engagement in the program, and to facilitate continuous learning across the trade on their Canada product knowledge.
 - Provide on-going education and engagement through activities such as webinars, seminars, presentations, and social media activities to mobilize the CSP network as an effective advocacy group and sales force for Canada. Further information on CSP can be found here: <https://csp.canada.travel/>
- c) Tradeshows and Events
 - Working alongside the Regional Managing Director ("RMD") in Vancouver, Canada and senior leadership team at DC HQ to provide identification of suitable trade show/events in-market, based on DC and industry partners' business objectives. Identification of suitable trade shows/events in-market and the organisation of a Canada presence if approved.
 - Plan and organize, in-market tradeshows, events and sales missions. Providing a unique opportunity for Business to Business ("B2B") networking and relationship

- building for Canadian travel industry partners, and for Canada to introduce new and exciting travel products.
 - Plan and organize the attendance of tour operators to DC's event: Rendez-Vous Canada, to shop for Canadian products and experiences alongside other buyers from DC's international markets. DC will advise the target number of trade attendance at Rendezvous Canada annually. Information on Rendez-Vous Canada can be found here: <http://rendezvouscanada.travel>.
 - Ensure attendance of some key operators from Mexico attend Rendezvous Canada pre or post FAMs offered in partnership with DC's co-investors and industry partners
- d) Other Travel Trade Services
- Proactively communicate DC's marketing and sales plans with in-market Canadian industry (e.g. airlines, luxury consortia, travel loyalty programs etc.) representatives to increase opportunities for partnership to effectively leverage the platforms we provide and increase our collective alignment and impact in the market.
 - Implement the agreed Canadian industry co-investment program ("Team Canada") for the travel trade channel. This relates to the joint trade marketing initiatives, which DC establishes with co-invested Team Canada partners in the Mexican market. This covers activities such as DC's key account co-op marketing program, trade shows and travel trade training events.
 - Organize Familiarization trips to Canada for tour operator product buyers and qualified travel trade in partnership with provincial and destination marketing organizations and airlines.
 - Assist in maintaining the DC brand as a leadership organization by using the global DC tools such as CSP, Brand Canada Library, Media Centre, and DC research.
 - Be the point of contact for servicing any Mexican travel trade information enquiries.
 - Work with Canadian Receptive Tour Operators to enhance product and itineraries sold to the Mexico Trade.
 - Provide liaison assistance to Canadian sellers interested in developing business from Mexico, including organizing potential sales missions.
 - All other trade servicing related work as directed by the DC and/or support required by DC to fulfill its sales and marketing commitments.
- e) Meetings and Incentives
- The Contractor may also be tasked to develop targeted strategies to meetings, incentives, conferences, and exhibitions ("MICE") that will help DC align opportunities with provincial and territorial marketing organizations ("PTMOs"), destination marketing organizations ("DMOs"), and DC activities, giving a clear framework for a more efficient Team Canada approach

C.4.2 Media Relations, Public Relations & Social Media Services

The Contractor is responsible for media relations ("MR"), public relations ("PR") and social media services, including but not limited to the following:

- a) Key Account Management
- Identify and nurture tier one (1) media key accounts. Implement regular desk side meetings, provide imagery and video assets through the Brand Canada Library to improve the positioning of Canada within key account media. Organize media Familiarization Tours to broaden media's knowledge of Canada's as a travel destination.
 - Maintain and manage relationships with the key accounts and monitor their performance through bi-annual reviews.
- b) Media Relations & Public Relations ("MRPR"):
- Develop media and public relations plans that leverage the Global Sales and Market Plan and execute on the market-specific plans for both Leisure and Meeting and Incentives.

- Demonstrate knowledge of Mexico's media landscape including trends, outlets, formats and existing relationships and manage a database of media contacts.
 - Identify, gather intel, and build strong working relationships with key account media and public relations contacts that align with DC audience segments.
 - Develop and proactively pitch stories, and schedule desk side meetings and other means to engage with key account media. The Contractor will leverage the impact of Canada's content marketing program and DC's unique and differentiating brand positioning, while being guided by our audience segmentation profiles as a way to prioritize resources.
 - Repurpose DC created and co-created content, and other MRPR assets to key account media to facilitate the use of the content across media platforms while being mindful of usage rights.
 - Develop or support media visits to Canada in collaboration with provincial and territorial marketing organizations, destination marketing organizations and commercial partners.
 - Organize media/influencer attendance at DC led events such as GoMedia Canada and Rendez-Vous Canada. The target number of media attendance at GoMedia will be advised annually by DC. Information on GoMedia Canada can be found here: <https://www.media.gomediacanada.com>
 - Research, identify and build non-traditional partnerships with both tourism and non-tourism affinity brands that resonate with DC's priority target audience to further enhance the impact of DC consumer and trade channels programs.
 - Develop collateral and other media materials such as press materials, video news releases, news releases that leverage existing assets, content and research from DC's corporate headquarters. These materials are distributed through DC Mexico Media Website, monthly newsletters and designated media social channels.
 - Understand and communicate DC's Global MRPR strategy and plans with in-market Canadian industry representatives to increase opportunities for partnership, collaboration and Team Canada alignment.
 - Identify and develop MRPR activities that integrate with consumer direct, travel trade and Business Events programs.
 - Regular collaboration with DC HQ, adhering to global strategy, plans and direction, key messaging and approved processes regarding industry and corporate news (e.g. DC announcements, industry announcements or news, requests for interviews with DC executives, etc.).
 - All other MRPR services related work as directed by DC, which includes provide advice, support, and input into DC's marketing strategy development and implementation, including recommendations and activations for content, media and non-traditional partnerships.
 - All MRPR efforts must be aligned and fully integrated with DC's consumer marketing, travel trade and social media efforts.
 - In the event of a crisis, DC Corporate Communications will lead and liaise with the Contractor to provide key messages for the Contractor to execute through DC and media channels.
- c) Social Media activities:
- In collaboration with DC HQ, deliver and curate owned social channel content including channel management, cultivation and social planning calendar development.
 - Provide a market specific perspective on social trends and/or new channels.
 - Understand how to leverage paid media across the social channels for lift, and work with DC HQ to leverage high performing organic and paid social posts.
 - Support the development of DC consumer facing website content by providing input to owned and social editorial calendars (topics and angles), also briefing

writers and guest bloggers, writing own content to fill in gaps, and editing requirement as needed.

- Help identify trends within the market to help shape both social and owned content for social media channels, websites, etc.
- Social media cultivation: work closely with the DC HQ, Marketing Team, local media agency and Team Canada partners to provide cultivation services that include content discovery, curation and posting on DC social channels. The Contractor will provide insights to performance data and make recommendations for promotional activities including paid media requirements and how to improve future owned and social media work.
- Generate, maintain, respond, produce, distribute, post, edit and manage content for distribution to all approved social media channels and promotion to increase Canada's presence in the Mexican market. This could include Facebook, Instagram, YouTube and other relevant channels enlisted for the Mexico market.
- Review and approve the social promotional posts and ads generated from content partners and publishers with support from DC HQ team as needed.
- Social Listening: keeping up to date to trends and leveraging their influence for content distribution, opportunities and as a vehicle to work with influencers, the travel trade and the consumer directly. In addition, the Contractor will utilize social listening to scan for issues in the market that will impact DCs marketing activities.
- Develop and execute social media marketing activities with key accounts and agents in partnership with Canada's industry partners to increase brand and destination awareness.

C.4.3 Consumer Direct/Content Marketing

The Contractor is responsible for supporting the direct to consumer tactics, and will act as a market specialist to provide DC with consumer insights and reviewing market specific content. The Contractor will work in an advisory, support and strategic insight capacity as follows:

- a) Acting as the market-specific content advisor in the market, the Contractor will provide a clear understanding of the strategic role of content including how it is integrated and distributed across the four (4) channels: MRPR, Trade, Consumer Direct and Business Events. This includes the ability to strategically plan content across the full travel planning cycle from destination awareness to purchase.
- b) Collaborate with DC's Marketing team, as well DC's strategic marketing agency and paid media agency to develop and implement the integrated consumer direct tactical plan. Tasks include, but not limited to; content partnership/influencer briefing; proposal review and selection; vetting high-level media plans and briefing content creators.
- c) Review content proposals from various partners (publishers and media), to confirm whether the proposal meets the Mexico Market objectives, if it is on brief, and is the format appropriate for DCs and Team Canada chosen marketing channels.
- d) Review campaign elements, such as traffic drivers as well liaising with Team Canada partners to implement product knowledge and answer any local language copy queries.
- e) Support on publisher management - develop and review concepts, content, influencer or production itineraries and video schedules, etc.
- f) Collate the consumer direct call-to-action ("CTA"): ensuring DC have the right content CTA at each content touchpoint. Where appropriate, work with strategic trade partners to develop the CTA and provide the right products in the right season.
- g) Provide strategic insight to DC on DC's consumer marketing strategies and tactics in the market including: content marketing, media, competitive analysis, non-traditional promotions, social media, search engine marketing ("SEM") and special events as requested by DC.

C.4.4 Liaison with Industry Partners In-Market

DC's influence and reputation rely on the successful collaboration with Canadian industry represented or active in the Mexican market ("Team Canada"). The Contractor will act as a liaison with our In-Market industry partners:

- a) Canadian industry partners: The Contractor will take an active role in building close relationship with the key partners (PTMO's, DMOs, airlines, receptive tour operators etc.) and to solicit co-investment activities accordingly. The agency will be expected to hold quarterly meetings with the in-market Canadian industry partners and Team Canada in-market teams.
- b) Airlines: Continued growth of the market relies on increased capacity and route development across Canada. The Contractor will develop strong ties and partnerships with all airlines in the market and will inform DC of all changes and developments.
- c) Canadian Embassy located in Mexico: Communicate effectively and regularly with the Embassy, present and discuss: ongoing marketing projects; current market context; required travel documents and other related topics

C.4.5 Provide Strategic Insight on the Market

A primary focus of the Contractor will be to work in close collaboration with the Regional Managing Director and the leadership team at HQ to provide cultural, social, economic and political insights that will drive marketing plans and strategies. The Contractor will stay up to date on consumer behaviors, travel trends, and competitive intelligence in the market. The Contractor will provide:

- a) Quarterly Market updates to DC and Team Canada partners to cover market intelligence on sales performance from key accounts, updates in air capacity, emerging tourism trends, market development activities (e.g. trade, media, PR, social, etc.), the competitive environment and future outlook for sales to Canada.
- b) Demonstrate and share best practice with the regional hub office and GSAs across the DC network as and when required. Typically, there would be an annual planning meeting in either Canada, the United States ("USA") or Mexico to facilitate this.
- c) Keeping DC up-to-date with any corporate/industry coverage regarding DC, or potential issues in the market.
- d) Other information as requested by DC.

C.5 Deliverables and Schedule

C.5.1 Travel Trade Development

- a) The Contractor will produce and implement a Travel Trade Tactical Plan, with progress updated bi-weekly using a standardized Market Update template during the bi-weekly calls with the RMD and HQ North America Squad team.
- b) Provide quarterly variance and forecast reports for the travel trade budget and send to the regional hub for review (DC budget tracker templates will be provided).
- c) Evaluate key trade activities to assess impacts such as the biannual review of co-op marketing programs and business performance results. Key measures potentially include campaign sale results as reported by key accounts, return on campaign investment, new itineraries developed and sold, and performance of DC content amplified via owned channels.
- d) Evaluate the performance of trade shows/events through seller and buyer surveys using template DC evaluation analysis and make recommendations for future development of the events.

- e) Generate partnership agreements with industry partners to record partnership activity (plans, obligations, timeframe) and to serve as a record of DC's partnership income.
- f) Organize and chair monthly meetings for the in-market GSAs of Canadian industry partners to facilitate a dialogue for sharing market intelligence on key travel trends and sales performance, as well as provide a forum for discussing partnership opportunities and updates on DC's plans in market.
- g) The organization and implementation of in-market DC Events.
- h) From time-to-time, the Contractor may co-ordinate translation of assets for consumer direct, trade, media, and social media with a Mexico 3rd party translation service.

C.5.2 Media Relations, Public Relations & Social Media Services

- a) Media Relations, Public Relations
 - The Contractor will produce and implement Tactical Plans as part of the development of the Mexico Market Plan and provide progress updates through weekly status calls.
 - Provide quarterly variance and forecast reports for the Media/PR/Social budget and send to the regional hub for review (DC budget tracker templates will be provided).
 - Participate in bi-weekly calls with Regional Managing Director and DC HQ team in Canada to share best practices and insights on market trends, update on key plans and discuss support requests.
 - Provide monthly MRPR coverage reporting via established DC HQ process and systems with ad hoc communications around noteworthy coverage or program developments (e.g. feature Canada coverage in a key account)
 - Generate DC partnership agreements with industry partners on Canada Media Relations FAM trips and other key activities where a partnership occurs.
 - Organize and chair monthly meetings for the in-market GSAs of Canadian industry partners to facilitate a dialogue for sharing market intelligence on key travel trends and sales performance, as well provide a forum for discussing partnership opportunities and updates on DC's plans in market.
- b) Social Media Services
 - Source content with appropriate rights permissions that resonates with the Mexican market and is applicable for DC owned platforms.
 - Respond and monitor comments/posts on social media in an appropriate and professional manner, keeping with the Canada Brand that encourages engagement and mitigates risk. If applicable, work with the in-market agency or other service provider identified by DC HQ to create process for monitoring commentary.
 - Identify and collaborate with influencers to produce content that is a fit for the market and target audiences.
 - Monitor and report negative comments/posts that may adversely affect DC and/or its brand. Work with DC HQ on an appropriate course of action such as pre-approved responses. Work with DC Corporate Communication Team on an as needed basis, with the support of the HQ Social Media Cultivator.
 - Adjust social media schedule to integrate and support campaigns in-market based on the direct to consumer and earned editorial calendar.
 - Review monthly reports and statistics to make adjustments in the type of content, frequency/timing and the platforms we are posting to if required.
 - Collaborate with DC staff and other contractors to align social media content with DC consumer direct activities in Mexico.
 - Follow the DC's Brand Guidelines and Social Media Guidelines. Information can be found here:

<https://www.destinationcanada.com/en/for-glowing-hearts>
<https://www.destinationcanada.com/en/social-media-policy>

C.5.3 Consumer Direct/Content Marketing

- a) The Contractor will participate in bi-weekly calls with DC's Global Marketing team to do a multi-channel status check.
- b) Input, develop and update marketing planning documents, including but not limited to: Market plans, tactical plans, project plans, project briefs, creative briefs, media strategy, social media plans and content plan.
- c) Reach marketing performance target set in annual business and marketing plan.
- d) Work with DC and its global agency partners to identify and develop effective media partnerships and influencer strategies that resonate with our target audience.

C.6 Performance Standards and Quality Measurement

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 is reviewed twice yearly using the DC Contractor Performance Evaluation system.

The Contractor must provide all information requested as part of this in a timely manner. Key measurements include:

- Qualitative assessment by the DC teams on strategic input, account management, alignment and collaborative work with creative and media agencies in market, tactical plans and project management.
- Qualitative assessment by the DC teams on the GSA's overall alignment with DC's core values of innovation, collaboration and integrity.
- Appropriately assigned measures from DC's balanced scorecard measuring marketing performance and impact on business goals.

Any performance issues identified as part of the DC Contractor Performance Evaluation system must be addressed by the Contractor in a timely fashion. If serious performance concerns are raised, the Contractor may be required to work with DC to implement a performance improvement plan.

C.7 DC's Responsibilities and Support

DC's role, working out of HQ and in collaboration with the Regional Managing Director, is to create a strong global vision and to outline strategic objectives, with input and execution from DC's creative and media agencies.

In support of the GSA scope of work process, DC will engage in a comprehensive strategic planning approach. The process begins with a review of the previous year's programs, results and insights. DC will also review primary and secondary market research. DC's global team will consider challenges and opportunities that will impact marketing strategies in each market. DC will present the strategies, including strategic objectives, KPIs, and targets to DC's Board of Directors for validation and resource allocation. Then DC will compile all strategic information into a single document and present to the GSA. The Marketing Plan and Project Plan template will also be provided by DC to the GSA.

C.8 Contractor Responsibilities

- a) Invoicing:
 - The Contractor will be required to provide timely invoices with DC's Purchase Order ("PO") number to DC with details of the work performed and an invoice number.

- The Contractor will pay third party suppliers' invoices associated with execution of the services. The Contractor will then submit an invoice report to DC on a calendar monthly basis that includes a summary of the work completed and associated back up documents including copies of all receipts and invoices.
- b) Books and Record Management:
 - The Contractor will maintain proper books and records in accordance with generally accepted accounting principles.
 - The Contractor will prepare and maintain books and records of account respecting all work provided to DC and all financial commitments and expenses incurred in relation to the work performed.
 - DC reserves the right to audit all business and accounting records related to the invoices and the amounts submitted.
- c) Travel Expenses
 - Employees of and sub-contractors to the Contractor will comply with DC's Travel Policy and only travel when it is reasonably necessary to carry out the work with prior approval obtained from DC.
- d) Account Manager
 - The Contractor will provide DC with one dedicated, single point of contact (the "Account Manager"). The Account Manager will act as the Contractor's client relationship partner and overall client service partner.
- e) Availability
 - The Contractor must be available during DC's working hours between 8am to 5pm Pacific Time, Monday to Friday.

C.9 Risks and Constraints

- All created material, data, including key account databases, content, etc. will be the property of DC.
- The Contractor will be expected to provide and return all material to DC at the end of the contract term.
- The Contractor is required to undergo a Privacy Impact Assessment before contract award.

C.10 Reporting and Communication

The Contractor will be expected to provide DC with the following reports and communications:

Reporting

- Quarterly trade reports.
- Biannual Return on Investment ("ROI") reports for travel trade co-op marketing activity.
- Annual wrap-up reports for each channel (Trade, MRPR, and Social Media).
- Monthly social media performance reports.
- Quarterly variance and forecast budget reporting.
- Up to four (4) Tactical Plan updates per year.

Communications:

- Bi-weekly status meeting with the Regional Managing Director.
- Bi-weekly status meeting with the North America squad at HQ.
- Regular status meeting with the social media team and media and public relations team
- The Contractor is expected to respond to co-investor and DC questions within two working days.

C.11 Language Requirement

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

C.12 Personnel Replacement

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

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 Proponent must be located in the Mexico City, or upon contract award secure a location in the Mexico City area, and must be able to travel easily to all major cities in Mexico. Are you able to comply with this requirement?

Yes

No

D.1.2 Proponent must not represent DC's key competitors at a national level from the following countries: United Kingdom, Australia, New Zealand, Spain, France and USA in relation to national tourism boards only. Are you able to comply with this requirement?

Yes

No

D.1.3 Proponents must be in good financial standing and have met all statutory financial requirements for the last three years, 2018, 2019 and 2020. Are you able to comply with this requirement?

Yes

No

D.1.4 Proponents must provide copies of their financial accounts for the last three years, 2018, 2019 and 2020. Please confirm that you have attached these to your proposal.

Yes

No

D.1.5 Proponent must be able to communicate in both English and Spanish, including both verbal and written 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 Company Background and Overview

Provide a brief history and overview of the company including the following items:

- a) Date of Incorporation.
- b) Company ownership structure (e.g. privately held, public, etc.)
- c) Composition and competencies of the executive management team (e.g. org. chart).
- d) The countries in which the company currently operates.
 - If applicable, please list any specific challenges with operations in China.
- e) The proportionate amount of income generated from your 5 largest customers (e.g. 50% total from 5 customers) accompanied by an estimate on total number of customers that you currently serve.
- f) Copies of Financial Statements for the last three years: 2018, 2019, 2020.
- g) Copies of applicable anti-fraud prevention policies or guidelines.
- h) Copies of diversity and inclusion policies or guidelines.

Response must be limited to two (2) page, Arial 12 font (excluding organizational chart, financial statements, anti-fraud prevention and diversity and inclusion policies or guidelines).

Weighting: 10%

E.1.2 Provide information on the Account Director and Team that would work with DC. Include the following information:

- a) Details of their relevant experience, education, and expertise; and
- b) Roles and responsibilities.
- c) Is your organization able to hire additional resource when required by DC to support the PMO partners who are interested in entering into the Agreement?

Response must be limited to two (2) page, Arial 12 font

Weighting: 40%

E.1.3 In your expert opinion, how would you proceed to increase the co-ordination role between DC and PMOs, city destinations, and Canadian industry partners in-market? How would your organization highlight DC and its PMO partners and work with them in-market?

Please consider the following in your response:

- a) In 2017, DC established an industry-wide, long-term goal to generate 25 million visitors to Canada spending \$25 billion by the year 2022 from all international markets. Effectively this goal is to beat the rate of international growth, projected at 3-4%, on an annualized basis.

- b) To reach this goal, DC has proposed a five-year plan to align marketing efforts and market co-investments in international markets, which will allow better coordination of our collective marketing efforts, minimize duplicative investments and maximize our individual and collective return on investments.
- c) With increased and aligned marketing efforts and co-investments, the Canadian tourism industry will be poised to outperform the rate of global growth and increase market share for Canada. This has the power to incite investor confidence, encourage investment in product development, and drive Canada's long-term economic competitiveness.

Response must be limited to three (3) pages, Arial 12 font

Weighting: 50%

E.2 For Reference Only

- E.2.1 Please list any national, regional and municipal brands that you currently represent.
- E.2.2 If applicable, the proponent should submit a list of sub-contractors it intends to use in providing the services described in this NRFP by completing the Declaration of Sub-Contractors form in Appendix 4, for approval by DC. DC reserves the right to withhold approval of such sub-contractors.

Note that DC does not require proponents to provide a list of digital or material vendors that are used to support promotional activities.

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.

If applicable, indicate the quality control measures and contract resolution processes you have in place for sub-contractors.

E.3 Weighting Table for Reference

The following table is provided as a reference to illustrate how each question is scored and weighted.

Desirable Criteria Question #	Desirable Criteria Question Weighting	Desirable Criteria Question Weighted	Example Proponent Score	Example Proponent Weighted Score
E.1.1	10%	2%	5/5	2%
E.1.2	40%	8%	3/5	4.8%
E.1.3	50%	10%	4/5	8%
Example Total	100%	20%	12/15	14.8%
A score of 60% = 12% or higher is required to advance to the next stage of evaluations, Technical Assessment.				

SECTION F – TECHNICAL ASSESSMENT

F.1 Technical Assessment Test

DC may require proponents who have made the Shortlist and/or Threshold to undertake an online timed assessment to measure their capabilities and suitability to deliver the services described in Section C – Statement of Work. Details about this assignment will be further communicated.

All costs associated with the technical assessment test will be the responsibility of the proponent.

SECTION G – PRESENTATION REQUIREMENTS

G.1 Presentations Requirements

DC may require proponents, who have made the Shortlist, to give a presentation of their capabilities to deliver the services described in Section C – Statement of Work, as well as suggest a strategic direction/recommendation to a case study provided by DC. Details about the presentation agenda will be further communicated

Proponents may be expected to highlight the following:

- a) Team Introduction/Organization Overview;
- b) Presentation/Knowledge Demonstration;
- c) Question and Answer Period.

Presentations may take place in a virtual or in-person setting. More information will be provided by DC at a later date.

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

SECTION H – 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.

H.1 Proposed Pricing Detail

Using the table provided below, provide your Total Hours Worked per Annum, Blended Hourly Rate, and Fixed Annual Fee.

For the purposes of calculating proposed pricing, proponents are to assume an approximate annual operating budget of \$1,500,000 CAD for program costs (sales and marketing) and contractor fees. Proponents may use the below sample of an average monthly time commitment for guidance. Note that requirements and time commitments will fluctuate depending on program demands and the account team will be accountable for all required services, as set out in Section C.

Average Monthly Time Commitment	
Roles	% FTE Hours*
Account Director	100%
Travel Trade Lead	100%
Media/PR/Consumer/Content Lead	100%

*Note 100% is equivalent to one (1) FTE

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

For all proposed pricing, travel related expenses (airfare, accommodation, meals, etc.) are to be excluded.

H.1.1 Total Work Hours per Annum – The Contractor to perform a number of activities per year for a fixed annual fee. With reference to question E.1.2, proponents are asked to identify the Account Manager and Team. Using the table provided, identify each individual’s level of commitment to the Statement of Work in Section C, over the course of one (1) year.

* FTE%: An estimate of each individual’s level of commitment to DC over the course of one year.

Calculation: $(A)/1855 = (B)$

Example: The average employee works 1855 hours annually. John Doe is expected to commit 100 hours annually (A) to DC, then the FTE% is $100/1855 = 5.39\%$ (B).

H.1.2 Blended Hourly Rate – Provide your blended hourly rate based on the level of commitment of each employee as shown by the FTE% above. **The blended hourly rate is to include all profit, overhead and any other management fees that the proponent will charge.** The blended hourly rate should not include any expenses or pass-through costs incurred by the proponent on behalf of DC.

Calculation: Average of all Hourly Rates (C) = (D)

H.1.3 Fixed Annual Fee – Provide your fixed annual fee derived from the Blended Hourly Rate multiplied by the total number of hours committed to DC.

Calculation: Blended Hourly Rate (D) x Total Number of Hours Committed to DC (E) = Fixed Annual Fee (F)

*Table data is for example only Proponents are to complete the table their own data.				
Name	Title/Role	Estimated Hours per Annum (A)	*FTE% (B)	Hourly Rate (C)
<i>Example: John Doe</i>	<i>Account Director</i>	<i>1855</i>	<i>100%</i>	<i>\$100</i>
<i>Example: Jane Doe</i>	<i>Travel Trade Lead</i>	<i>1855</i>	<i>100%</i>	<i>\$80</i>
<i>Example: Jack Smith</i>	<i>Media/PR/Consumer/Content Lead</i>	<i>1855</i>	<i>100%</i>	<i>\$50</i>
Blended Hourly Rate (D): <i>(Average of all Hourly Rates (C) = D)</i>			<i>Example: \$</i>	
Total number of hours committed annually to DC (E): <i>(Sum of A = E)</i>			<i>Example:</i>	
Fixed Annual Fee (F): <i>(D x E = F)</i>			<i>Example: \$</i>	

H.2 Payment Discounts

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

H.2.1 Indicate your payment terms, and explain any early payment discounts available to DC.

H.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.

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

SECTION I – NRFP PROCESS AND TERMS

I.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Intent to Submit (*)	September 9, 2021, 14:00 hours PT
Deadline for Questions	August 31, 2021, 14:00 hours PT
Closing Date and Time	September 16, 2021, 14:00 hours PT
Technical Assessment	Week of September 28, 2021
Presentations of Shortlisted Proponents	Week of October 15, 2021
DC will endeavour to notify all proponents of its selection by:	Mid November 2021
Timeframe for Negotiations	5 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 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 will be the preferred language of the proponent.

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 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 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 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.

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:

- I.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;
- I.20.3 not accept any deviations from the stated terms and conditions;
- I.20.4 terminate the process at any time and/or re-issue this NRFP at any time;
- I.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;
- I.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;
- I.20.10 not enter into any contract at all with any proponents responding to this NRFP.

SECTION J: 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

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 (e.g. 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 _____, 2021

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 I.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.