

REQUEST FOR PROPOSALS FOR

On-Island Tourism Marketing For Tourism Prince Edward Island

Request for Proposal Number: 5049
Date Issued: May 18, 2018
Submission Deadline: June 8, 2018; 2:00 pm AST

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by Tourism Prince Edward Island (TPEI) to prospective proponents to submit proposals for the provision of on-Island tourism marketing campaign as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

Similar to other provincial jurisdictions, Tourism Prince Edward Island’s primary focus for marketing activities is targeted to strategic markets that are located outside its provincial boundaries. In addition to their primary tourism campaigns, several provinces and/or territories run ‘staycation’ promotions to encourage visitation within their own area. TPEI recognizes there is great potential economic impact to be generated by encouraging Islanders to be a tourist without leaving their home province, particularly in our ongoing efforts to extend our shoulder season business.

This RFP seeks to find the proponent best qualified to develop an overarching on-Island tourism marketing campaign. The campaign will entice Islanders to discover and take advantage of all the wonderful activities there are to see and do in our province, as opposed to leaving the Island for vacation. The campaign will run for a one-year period, covering all four seasons.

Prince Edward Island is abundant in its culinary, golf, culture, coastal and outdoor adventure assets. We are interested in educating Islanders and inviting them to explore all our Island has to offer.

There are many groups on the Island who have key information on tourism product available to both locals and visitors alike. Groups such as the Regional Tourism Associations, Destination Marketing Organizations, Festivals & Events PEI, Visitor Information Centres, Provincial parks, Golf PEI, Island Trails, Arts & Heritage committee and many others can be great resources as part of an on-Island campaign.

Like many buy local campaigns, we are also interested in displaying the sense of inevitable pride in place that comes with boasting our beautiful Island. Strategic partnerships with the aforementioned entities will be key to add value and to avoid duplication in a consolidated and integrated vacation at home campaign.

Prince Edward Island’s tourism industry is important to the Island’s economy. It provides over 7,700 full time equivalent jobs for Islanders and contributes 6.4 percent of total GDP, the highest percentage of any province in Canada.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” shall be:

Brenda Gallant
Director of Marketing
bgallant@gov.pe.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of TPEI, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with TPEI for the provision of the Deliverables in the form attached as **Appendix A** to the RFP (the “Agreement”). The term of the agreement will be from time of execution of agreement through to March 31st, 2019.

Issue Date of RFP	May 18, 2018
Deadline for Questions	May 30, 2018
Deadline for Issuing Addenda	June 4, 2018
Submission Deadline	June 8, 2018; 2:00 pm AST
Anticipated Execution of Agreement	15 June 2018

The RFP timetable is tentative only, and may be changed by TPEI at any time.

1.4 Submission of Proposals

1.4.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

PROCUREMENT SERVICES

95 Rochford Street
2nd Floor South, Shaw Building,
PO Box 2000, Charlottetown, PE, C1A 7N8

1.4.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. The Proponent is solely responsible for the delivery of its proposal to the exact location (including floor, if applicable) indicated in this RFP on or before the Submission Deadline. TPEI does not accept any responsibility for proposals delivered to any other location by the Proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. The Province’s time clock will be deemed to be correct.

1.4.3 Proposals to be submitted in Prescribed Format

In a sealed package, Proponents should submit five hard copies of their proposal and one (1) electronic copy saved as a Portable Document Format (PDF) on a USB flash drive. In the interest of simplifying the Request for Proposal (RFP) process, proponents are asked to limit their written response to a maximum of eight, eight and a half by eleven, single-sided, single-spaced pages excluding the cover. The file name on the electronic copy should include an abbreviated form of the proponent’s name and RFP#. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy

of the proposal shall prevail. In the interest of environmental sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, proponents should not submit product catalogues, swatches, or other marketing materials with their bid. Sealed packages should be prominently marked with:

- the RFP title and number (see RFP cover)
- the full legal name and return address of the proponent

TPEI will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

1.4.4 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out in section 1.5.1 Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

1.4.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. TPEI is under no obligation to return withdrawn proposals.

1.4.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of Ninety (90) days from the Submission Deadline.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

TPEI will conduct the evaluation of proposals in the following three stages:

2.2 Stage I: Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further.

The Mandatory Submission Requirements are as follows:

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

2.2.2 Submission Form (Appendix B)

Each proposal must include a completed **Submission Form (Appendix B)** signed by an authorized representative of the proponent.

2.2.3 Submission Pricing Form (Appendix C)

Each proposal must include a Submission Pricing Form (**Appendix C**) completed according to the instructions contained in the form.

2.3 Stage II – Evaluation

2.3.1 Mandatory Requirements

TPEI will review the proposals to determine whether the mandatory requirements as set out in the **RFP Particulars (Appendix D)** have been met. Questions or queries on the part of TPEI as to whether a proposal has met the mandatory requirements will be subject to the verification and clarification process set out in Section 3.3.4. If the proponent fails to satisfy the mandatory requirements, its proposal will be excluded from further consideration.

2.3.2 Rated Criteria

TPEI will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D of the **RFP Particulars (Appendix D)**. The following is an overview of the categories and weighting for the rated criteria of the RFP.

	RATED CRITERIA CATEGORY	WEIGHTING (Points)	CRITERIA
A	Please provide a brief overview of your company.	No point evaluation	<ul style="list-style-type: none"> - Business operating name - Years in business - Sample list of clients - Staff compliment - Primary Address and associated offices

			- Primary contact details
B	Understanding of the Role	10%	Please provide your interpretation of TPEI's current environmental situation and how you/your organization would be able to help TPEI meet its objectives for an on-Island campaign that stays on brand and integrates with off-Island campaign. Elaborate on your knowledge of PEI tourism industry and products.
C	Recommended Approach	50%	Please provide a recommendation on how you/your organization would administer the TPEI on-Island advertising campaign to ensure maximize impact, increase cost efficiency/effectiveness, and maximize return on advertising investment for TPEI. <ul style="list-style-type: none"> a) Describe your overall approach b) Give an overview of initial thoughts for the type of campaign you would propose for Tourism PEI, including potential media channels and timing in market along with viewpoint on brand advertising and/or event specific. You may include a sample draft creative if you desire (not required) c) What is your planned management and reporting process?
D	Relevant Experience	15%	Please provide detailed examples of relevant experience in developing and implementing advertising campaigns on Prince Edward Island. Include examples of similar projects you have worked on and outline the type of activity included in the campaign. (ie: creative, media buy/blocking chart, blogs, webpage, features and/or PR activations)
E	Unique differentiators	5%	What makes your company different and why TPEI should choose you over your competitors?
F	Fit	5%	Present the team including their current roles, responsibilities and experience along with the role they would play on this account.
G	Project References	5%	Provide three references that can attest to and provide examples of your qualifications to do this type of work.
	Subtotal	90%	
H	Pricing	10%	Being a Crown Corporation, TPEI works within strict budgetary guidelines. Provide detailed pricing for delivery of your services including any work you may consider out of scope. Do this by completing Appendix C.
	TOTAL	100%	

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation set out in the **Submission Pricing Form (Appendix C)**. The evaluation of price will be undertaken after the evaluation of mandatory submission requirements and rated criteria has been completed.

2.5 Selection of Highest Scoring Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each proponent will be ranked based on its total score. The proponent with the highest score will be selected to enter into the Agreement in accordance with Part 3. Upon finalization of the Agreement with TPEI, the proponent shall thereafter be known as the successful proponent.

2.6 Notification to Other Proponents

Once an agreement is finalized and executed by TPEI with a proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, will be disqualified.

3.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited

3.1.3 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.4 Language

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

3.1.5 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.6 References and Past Performance

In the evaluation process, TPEI may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with TPEI.

3.1.7 Information in RFP Only an Estimate

TPEI makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP contact or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.8 Proponents to Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

3.1.9 Proposal to be retained by TPEI

TPEI will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

TPEI makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. TPEI may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within TPEI.

3.2 Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Consumer, Corporate and Financial Services, Department of Justice and Public Safety, please consult:

<https://www.princeedwardisland.ca/en/topic/business-name-registration>

The status of a proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the proponent is selected as the successful proponent, that proponent must bring itself into compliance prior to the execution of the Agreement.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities; and direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. TPEI is under no obligation to provide additional information, and TPEI will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. TPEI will not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.3.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If TPEI, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the **Prince Edward Island Tendering Site**. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by TPEI and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If TPEI determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, TPEI may extend the Submission Deadline for a reasonable period of time.

3.3.4 Verify and Clarify

During the evaluation process, TPEI may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements

set out in the RFP Particulars (Appendix D). TPEI may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent and Execution of Agreement

TPEI will notify the selected proponent in writing. The selected proponent shall execute the Agreement in the form attached as **Appendix A** to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

3.4.2 Failure to Enter into Agreement

In addition to all of TPEI's other remedies, if a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, TPEI may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent or cancel the RFP Process.

3.4.3 Notification of Outcome of Procurement Process

Once an agreement is executed by TPEI with a proponent, notification of the outcome of the procurement process will be posted on the **Prince Edward Island Tendering Site**.

3.4.4 Debriefing

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

TPEI may disqualify a proponent for any conduct, situation or circumstance, determined by TPEI, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the **Submission Form (Appendix B)**.

3.5.2 Disqualification for Prohibited Conduct

TPEI may disqualify a proponent, or terminate an agreement entered into if TPEI, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

3.5.3 Prohibited Proponent Communications

A proponent shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.5.4 Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of TPEI, and then only in coordination with TPEI.

3.5.5 No Lobbying

A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

3.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including without limitation activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of TPEI; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Proposals

TPEI may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the proponent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by TPEI, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) TPEI's past experience with the proponent within the 18 month period prior to the Submission Deadline for similar or related services; or
- (e) Any information provided to TPEI by any references of the proponent, pursuant to either section 3.1.6 or section 3.7.1(e) of this RFP.

3.6 Confidential Information

3.6.1 Confidential Information of TPEI

All information provided by or obtained from TPEI in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of TPEI and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from TPEI; and
- (d) must be returned by the proponent to TPEI immediately upon request of TPEI

3.6.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by TPEI. The confidentiality of such information will be maintained by TPEI, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential

basis, to advisers retained by TPEI to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 (“FOIPP”). A copy of FOIPP is available online at:

https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.pdf

3.6.3 Personal Information

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 (“FOIPP”) governs the collection, use and disclosure of personal information by TPEI and its service providers. The successful proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

A copy of FOIPP is available online at:

https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.pdf

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of TPEI

TPEI reserves the right to:

- (a) make public the names of any or all proponents;
- (b) request written clarification in relation to a proponent’s proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any proponent;
- (f) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between TPEI and a proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between TPEI and a proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. TPEI may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances, or that TPEI has at law.

3.7.2 Limitation of Liability

By submitting a proposal, each proponent agrees that:

- (a) neither TPEI nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of TPEI's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

3.7.3 Governing Law and Interpretation

These terms and conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of TPEI of Prince Edward Island and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

**SAMPLE CONTRACT
NAME OF AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20____.

BETWEEN: **Tourism PEI, a Crown Corporation** pursuant to section 2 of the *TPEI Act* R.S.P.E.I. 1988, Cap. T-3.4

(hereinafter referred to as "TPEI")

OF THE FIRST PART;

AND:

_____ of _____
in _____ County, Province of _____,

(hereinafter referred to as the "Contractor")

OF THE SECOND PART.

WHEREAS TPEI wishes to engage the services of the Contractor to carry out the services described in Schedule "A" attached hereto;

AND WHEREAS the Contractor has agreed to provide TPEI with these services on certain terms and conditions as more particularly set out in this Agreement;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Definitions

1. In this Agreement, the following definitions apply:
 - a. "Marketing campaign" means the marketing activities to promote a stay-at-home vacation to Prince Edward Islanders.

Covenants of the Contractor and TPEI

2. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work"), in a manner satisfactory to TPEI.

3. (a) Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall commence on the ____ day of _____, 20__, and end on the ____ day of _____, 20__.
- (b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Contractor commenced the performance of the Work on the ____ day of _____, 20__. It is further agreed that the amount of \$_____ is the maximum amount to be paid for the Work and includes all amounts which may be owed for the Work done since ____ day of _____, 20__.

Payments, Records and Accounts

4. TPEI shall make payments to the Contractor in the following manner:
- (a) Payment for the Work shall be a fixed lump sum of \$_____, inclusive of all taxes, payable in installments, as follows: [i.e. List dates (milestones) when payments will be made including amount to be paid on each date]
- (b) The payments described herein shall be paid upon the basis of the submission by the ____ day of _____, 20__ of a detailed statement together with all necessary receipts. Such statements shall be submitted to TPEI and TPEI shall pay the amount owing within ____ days of receipt.
- (d) All payments are subject to a hold back of an amount equal to __% of the amount billed. The hold back shall be paid upon completion and acceptance of the Work.
- OR
- (d) All payments are subject to a hold back of an amount equal to __% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the work.
- (e) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of TPEI. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide TPEI and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
- (f) Subject to statutory limitations, the Contractor shall not, without the written consent of TPEI, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

5. (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor, or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of TPEI, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.
6. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.
- (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers' Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of the employers' obligations.
- (c) The Contractor, before undertaking any Work shall provide to TPEI either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph, and will not charge or seek reimbursement from TPEI in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts section of this Agreement.
7. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for TPEI's fiscal year in which the payment is to be made.

Reports

8. (a) The Contractor shall make interim reports as TPEI may direct.
- (b) The Contractor shall prepare and submit a draft final report for review and approval of TPEI not later than the ____ day of _____ 20___. TPEI shall either signify its approval or note the deficiencies in writing to the Contractor within _____ days of its submission. The final report shall be submitted to TPEI not later than the ____ day of _____, 20__ unless the Parties agree otherwise in writing.

Administration

9. Subject to any specified time schedule or location where the Work is to be performed as may be set forth in Schedule "A" attached hereto, the Work is to be performed in the offices of TPEI and the Contractor shall follow the same time schedule as applicable to employees of TPEI.
10. TPEI shall provide such support, direction, decisions and information to the Contractor as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Contractor.

Termination

11. Notwithstanding other provisions of this Agreement, TPEI may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of TPEI and delivered to the Contractor by hand delivery, mailed to the Contractor's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against TPEI, except that the Contractor will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by TPEI to the Contractor on account.
12. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

13. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of TPEI, unless the information, knowledge or data is generally available to the public.
14.
 - (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of TPEI and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of TPEI.
 - (b) The Parties agree that TPEI owns the copyright on all aspects of the Work, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Work whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.

- (c) The Contractor relinquishes all rights to the Work created pursuant to this Agreement, including all rights, and moral rights otherwise accruing to the Contractor pursuant to the *Copyright Act*, R.S.C. 1985, c. C-42.

Conflict of Interest

- 15. The Contractor warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify TPEI, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event TPEI discovers or is notified by the Contractor of an actual or potential conflict of interest, TPEI, in its sole discretion, may either:
 - (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of TPEI;
or
 - (b) terminate the Agreement in accordance with the Termination section of this agreement.

Freedom of Information and Protection of Privacy Act

- 16. The Contractor acknowledges that this Agreement, and information provided in respect of this Agreement, may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. The Contractor may be consulted prior to release of any information.
- 17. The Contractor acknowledges and agrees that, in the event the Work involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act*, and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

- 18. The Contractor shall indemnify and hold harmless TPEI, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.
- 19. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain, the following insurance with insurers and in forms and amounts acceptable to TPEI:

- (a) Commercial General Liability insurance in an amount not less than \$_____ [minimum \$2,000,000.00 CAD] inclusive per occurrence against bodily injury and property damages. TPEI of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
- Products and Completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Contingent Employer's Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insured;
 - Broad Form Property Damage;
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of TPEI occupied by the Contractor.
- (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$_____ [minimum \$1,000,000.00 CAD].
- (c) Professional Liability insurance in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars on a claims made basis, subject to an annual aggregate limit of Two Million (\$2,000,000.00 CAD) Dollars insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement. Such insurance shall continue for a term of 6 years following completion of the Work.
- (d) The policy or policies required by this Agreement shall be in a form and with insurers satisfactory to TPEI. All required insurance shall be endorsed to provide TPEI with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of TPEI nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A certified copy of the policy, or policies, shall be delivered to TPEI prior to execution of this Agreement. Default of delivery to TPEI or receipt of the certified copy of the policy, or policies, by TPEI shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

20. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of TPEI.
21. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
22. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of TPEI of Prince Edward Island.

- 23. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
- 24. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 25. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
- 26. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have duly executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED)

In the presence of:

)
)
)
)
)
)

TPEI of Prince Edward Island,

as represented by the Minister of

SIGNED, SEALED & DELIVERED)

in the presence of:

)
)
)
)

Contractor

Authorized Signing Officer

**AGREEMENT
BETWEEN
TPEI OF PRINCE EDWARD ISLAND
AND
THE CONTRACTOR**

DATED THE _____ DAY OF _____, 20__

STATEMENT OF WORK

The incumbent will develop and implement an over arching marketing campaign primarily targeted to Islanders, while recognizing that visitors may also be exposed to components of the campaign. The on-Island campaign needs to work well with the current TPEI campaign running in domestic and international markets, along with making good use of the information available from various Regional Tourism Associations, Destination Management Organizations, TPEI website, Visitor Information Centres and other cultural and festival and event marketing organizations.

The following outlines basic creative and production needs for this project:

- Campaign concept development: creative concept(s) presented to TPEI. This can include overarching creative plus event-specific creative components.
- Proposed blocking chart/media buy outline. This can include, but is not limited to, online (including social media buys), print, radio, television, OOH, PR activation, creative ideas including newspaper column, blogs, vlogs, social influencers, etc.
- Creative design, copy and all production required for delivering various approved components in the campaign plan if required.
- Coordination and execution of any articles, blogs, vlogs, influencers or any other non-traditional components of campaign.
- Building relationship with various stakeholders who can play a role in feeding into the campaign and reaching out to their own databases. Strategic Partnerships are welcomed and encouraged.
- Management and full implementation of every aspect of the campaign
- Provide final report summarizing the campaign and outlining the measures of success.

BACKGROUND INFORMATION

Brand Positioning

Prince Edward Island is small in size but incredibly abundant in stunning sceneries, outdoor activities, culinary delights, cultural product, friendly people and authentic experiences. Its size is one of this Island's greatest assets – you are never far away from your next adventure! We are The Mighty Island.

Brand Personality

- Authentic people and experiences
- A place of rejuvenation
- Charming towns, villages and small cities

Brand Properties

- Red soil and cliffs
- Beaches that are unique in colour and composition
- Rolling hills and bucolic landscape gently leading to the sea
- PEI is Canada’s only Island province

Unique Selling Point – On Island Campaign

Our Islandness and our intrinsic desire to want to support each others’ small businesses on PEI. There are very few places that can compete with the Prince Edward Island experience and quality of life. Why leave? We have world class theatre, golf and culinary experiences and so much more that can be enjoyed right at home. Get out and discover your Prince Edward Island.

DEMAND GENERATORS – Product Verticals

- Coastal – beaches, natural splendor, rolling hills with ocean views
- Culinary – Canada’s Food Island
- Golf
- Culture – music, arts, theatre
- Soft adventure – biking, kayaking, paddle boarding, etc.

OFF-ISLAND CAMPAIGN SLOGAN

Come Find Your Island
 One amazing Island, Endless Possibilities

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number (if any):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Proponent Contact Fax (if any):	
Proponent Contact Email:	
HST / GST Registration Number (Leave blank if NOT applicable):	

B.2 Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

B.3 Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix B)	
Pricing Form (Appendix C)	

B.4 Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Form (Appendix C)**. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

B.5 Addenda

The proponent is deemed to have read and taken into account all addenda issued by TPEI.

B.6 No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

B.7 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of TPEI in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing

preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of TPEI within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

B.8 Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of Ninety (90) days following the Submission Deadline.

B.9 Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by TPEI to the advisers retained by TPEI to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

B.10 EXECUTION OF AGREEMENT

The proponent agrees that in the event its proposal is selected by TPEI, it will finalize and execute the Agreement in the form set out in **Appendix A** to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – SUBMISSION PRICING FORM

1. Instructions on How to Complete Submission Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- (b) Rates quoted by the proponent shall be all-inclusive and shall include all costs of development and implementation, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, and all other overhead, including any applicable fees or other charges.
- (c) Preferred pricing structure is to identify breakdown of cost for agency service vs. estimated cost for media buy and production

2. Evaluation of Pricing

Pricing Form

Bidders should propose a financial model that clearly defines how they propose to be compensated for all of the required services.

The maximum budget associated with this project is \$75,000 (CDN). This amount shall cover agency fees, media costs and associated costs of production and execution of the campaign.

Prepare a fixed price for your proposed services. Provide appropriate details to support these figures, including estimates of the work effort and a breakout of expected expenses.

C.1 Fixed Cost – Time and Materials for Initial Contract Period

Prepare the following table for inclusion in your proposal:

Cost Element	Cost (CDN)
Agency fee	\$
Media buy	\$
Production cost	\$
Other Expenses	\$
	\$
Total	\$

C.3 Travel and Project Expenses

Estimate any other project expenses that may be incurred. These types of expenses will require prior approval from client after the contract begins and must comply with Prince Edward Island standards. Provide relevant details to support your estimates. These are to be included in your estimated costs.

APPENDIX D – RFP PARTICULARS

D.1 The Deliverables

Tourism PEI seeks to secure the services of a marketing agency to develop and deliver an on-Island marketing campaign encouraging Islanders to take part in tourism activities at home. The project includes, but is not limited to:

- Familiarize themselves with the business of TPEI and gain a good knowledge of the Island's tourism products. Identify key marketing opportunities for increased visitation within the Province.
- Develop marketing campaign plan, including creative concept and present to TPEI
- Prepare a blocking chart/project plan outlining activity, description, media channel, timing in market, costs and estimated impressions/impact.
- Be responsible for production, booking, delivery and management of all components of the campaign, which will run through to June of 2019.
- Provide final report summarizing the campaign and highlighting concrete measures of success.

D.2 Material Disclosures

It is important to note that this contract is being awarded for this short-term on-Island campaign only. Though the on-Island campaign will complement the larger TPEI campaign in other markets, it operates separately from TPEI's larger year-round campaign team.

D.3 Mandatory Technical Requirements

Marketing campaign experience is essential, with preference for proponent who has worked in promoting Prince Edward Island's tourism products.

D.4 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Suggested Proposal Content for the Evaluation of Rated Criteria

D.4.1 Company Overview

Provide a brief overview of your company. It should include:

- Business operating name
- Years in business
- Sample list of clients
- Staff compliment
- Primary Address and associated offices
- Primary contact details

D.4.2 Understanding of the role

Please provide a summary of your understanding of the requirements defined in this RFP. This content should be expressed in your own words and not simply recite the requirements as defined in this RFP. Present your interpretation of TPEI's current environmental situation and how your organization would be able to help TPEI meet its objectives for an on-Island campaign that succeeds in getting Islanders to visit their own province in a campaign that stays on brand, integrates with the off-Island campaign and engages key stakeholders.

D.4.3 Recommended Approach

Please provide a recommendation on how you/your organization would administer the TPEI on-Island advertising campaign to ensure maximize impact, increase cost efficiency/effectiveness, and maximize return on advertising investment for TPEI

- a) Describe your overall approach
- b) Give an overview of initial thoughts for the type of campaign you would propose for Tourism PEI, including potential media channels and timing in market along with viewpoint on brand advertising and/or event specific. You may include a sample draft creative if you desire (not required)
- c) What is your planned management and reporting process?

Also provide a proposed **project plan** that reflects your proposed approach/process and demonstrates your ability to meet the milestones.

D.4.4 Relevant Experience

Please provide detailed examples of relevant experience in developing and implementing similar types of advertising campaigns on Prince Edward Island.

Include examples of similar projects you have worked on and outline the type of activity included in the campaign. (ie: creative, media buy/blocking chart, blogs, webpage and/or PR activations)

D.4.5 Unique Differentiators

Identify what makes your organization stand out from others. What can you offer Tourism Prince Edward Island to ensure success with this marketing initiative.

D.4.6 Fit

Identify the **team** proposed for this project including their current roles, responsibilities and experience and the role they would play on this account.

D.4.7 References

Provide three references that can attest to and provide examples of your qualifications to do this type of work.

D.4.8 Pricing

Complete Appendix C for pricing. Ensure you provide pricing for delivery of all services including any work you may consider out of scope. Describe the aspect(s) of your proposal believed to result in notable added value for this project and/or Tourism PEI as a whole.

'Added value' is the realization of additional benefits beyond the inherent worth of a good or service. Some examples for services include approach, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these.