

REQUEST FOR PROPOSALS

Charting the Future: A Strategy to Accelerate Prince Edward Island Tourism Growth to 2025

For Tourism PEI

Request for Proposal Number:

5397

Date Issued:

November 25, 2019

Submission Deadline:

December 13, 2019

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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 PEI (“TPEI”) to prospective Proponents to submit proposals for the development of an integrated province-wide growth strategy for the tourism sector on Prince Edward Island (“PEI”), as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

TPEI is a crown corporation that has a mandate to promote continued growth in the tourism sector. Over the past decade, TPEI was guided by two successive five-year strategic plans for tourism (Strategy 2015: Momentum – Invention – Mobilization and Vision 2021: Prince Edward Island Strategic Plan for Tourism). Under these strategies, non-resident visits increased by 22%, growing from 1.3 million in 2010 to 1.58 million in 2018. During the same period, visitor spending grew 28%, from \$380 million in 2010 to \$486 million in 2018. The successes of the five-year strategic plans were largely dependent on a collaborative environment created between industry and government stakeholders.

Tourism achieved its fifth consecutive record year on PEI in 2018. An estimated 1.58 million visitors generated over one million overnight stays and tourism revenues of approximately \$486 million in 2018. Strong demand has led to over 320 new licensed accommodation providers entering the market in 2018, adding to an impressive selection of accommodations throughout the province.

While tourism stakeholders have established a strong foundation and the sector is poised for continued growth, there continues to be a number of factors or challenges that require attention including, but not limited to, investment (public and private), product development, labour, the environment, infrastructure, seasonality, technology and the competitive forces exerted by other jurisdictions. Moving forward, it is imperative to identify key issues and opportunities that could expand or limit the sector from reaching full potential.

1.2 RFP Contacts

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

Chris K. Jones, Director of Strategic Initiatives
Tourism PEI
Email: ckjones@gov.pe.ca

Melanie Barlow, Procurement Officer
Department of Finance
Email: mcbarrow@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 Contacts 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 initial term of the agreement will be for a period of **six months**. TPEI reserves the right to extend the agreement for **six months** beyond the initial term, for an overall potential maximum of **one year** in total.

1.4 RFP Timetable

Issue Date of RFP	November 25, 2019
Deadline for Questions	December 2, 2019
Deadline for Issuing Addenda	December 6, 2019
Submission Deadline	December 13, 2019 at 2:00 PM Atlantic Time
Anticipated Execution of Agreement	December 20, 2019
Anticipated Project Completion Date	April 30, 2020

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

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

PROCUREMENT SERVICES

95 Rochford Street
2nd Floor South, Shaw Building,
Room 27, Charlottetown, PE, C1A 7N8

1.5.2 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.

1.5.3 Proposals to be submitted in Prescribed Format

In a sealed package, Proponents shall submit their proposal containing **five** hard copies and one (1) electronic copy saved as a Portable Document Format (PDF) on a USB flash drive. 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.**

1.5.4 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. An amendment must be signed by the person who signed the original proposal submission or by a person authorized to sign on their behalf.

1.5.5 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.

1.5.6 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

A Steering Committee comprised of TPEI Board representatives and at-large members of the tourism sector will oversee and guide the growth strategy development process.

The Steering Committee 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 Amendments 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

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

TPEI will review the proposals to determine whether the Mandatory Technical requirements as set out in the **RFP Particulars (Appendix D)** have been met. Proposals that do not comply with all of the Mandatory Technical requirements will be disqualified and not evaluated further.

2.3.2 Rated Criteria

TPEI will evaluate each compliant proposal based on 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. Proponents who do not meet a minimum threshold score for a category will not proceed further in the evaluation of rated criteria. Proponents who do not meet the minimum threshold score of the Total Points as indicated below, will not proceed to Stage III Pricing.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
WORK		
D.3.1 Understanding of the exercise and scope including peripheral problems	15 points	9 points
D.3.2 Proposed approach and methodology	15 points	9 points
D.3.3 Proposed schedule to develop the province-wide growth strategy	10 points	6 points
Total	40 points	24 points
STAFF		
D.3.4 Proposed Project Manager	15 points	9 points
D.3.5 Professional personnel to be employed on the assignment	15 points	9 points
Total	30 points	18 points
COMPANY		
D.3.6 Corporate capacity	10 points	6 points
D.3.7 Corporate experience	10 points	6 points
D.3.8 General format and appearance of the proposal	10 points	6 points
Total	30 points	18 points
Subtotal A	100 points	60 points
Stage III Pricing – (Appendix C – Submission Pricing Form)	15 points	9 points
Total Points	115 points	69 points

2.4 Stage III – Pricing

Stage III will consist of scoring 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, mandatory technical requirements and rated criteria have 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 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 information or data showed, 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 the Province

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 an 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 an 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 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

The Steering Committee 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 the Province

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 the 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 the Province. 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/en/legislation/all/all/a>

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 the Province 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/en/legislation/all/all/a>

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the Province

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 expressed rights or any other rights that may be implied in the circumstances, or that the Province 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 the province 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 *Tourism PEI 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. "Agreement" means this agreement;
 - b. "Fiscal Year" means a period beginning April 1st in a year and ending on March 31st of the following year; and
 - c. "Schedule" means ...

Covenants of the Contractor and Government

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 the ____ 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 \$____, excluding 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) TPEI shall pay all expenses of the Contractor, excluding taxes, up to a maximum of \$____, based on expenses actually incurred and verified by receipt.
- (c) 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.
- (d) 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 Government, 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 an 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 the Government'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 the independent and objective exercise of judgment, exists or is likely to arise in relation to the 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 the 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 Two Million (\$2,000,000.00 CAD) Dollars inclusive per occurrence against bodily injury and property damages. Tourism PEI 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;
 - 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 Government 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 One Million (\$1,000,000.00 CAD) Dollars.
 - (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 six (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 Certificate of Insurance and any renewals thereof shall be delivered to TPEI prior to the execution of this Agreement. The 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 the province 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 executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
)

Tourism PEI,

as represented by the Chief Executive Officer

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
)

Contractor

Authorized Signing Officer

SCHEDULE "A"

**TO AGREEMENT
BETWEEN
TOURISM PEI
AND
THE CONTRACTOR**

DATED THE _____ DAY OF _____, 20__

STATEMENT OF WORK

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:	
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 the Province 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

The costing proposal should be presented in two (2) sections as follows:

Section One:

The first section of the costing proposal must contain all costs and expenses (excluding travel) specific to the development of the fully integrated growth strategy for tourism in its final form. Expenses associated with professional time must be based on a per diem (daily) rate and the number of days required to develop and finalize the strategy.

Section Two:

The second section of the costing proposal will be specific to travel expenses associated with the development of the growth strategy. Travel expenses should provide estimates for accommodations, meals, and other miscellaneous expenses. Estimates for air travel should be based on current economy class fares. Mileage and meals should be consistent with the Government of Canada allowances and per diems.

Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.

Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges. It is expected that the consultant will arrange for their own travel, accommodations, meals, etc. in accordance with the requirements of the project and TPEI's policies and guidelines.

2. Evaluation of Pricing

Pricing is worth 15 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that Proponent's price for that category into the lowest bid price in that category. For example, if a Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A Proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a Proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate

----- x Total available points = Score for second-lowest rate
Second-lowest rate

Lowest rate

----- x Total available points = Score for third-lowest rate
Third-lowest rate

And so on, for each proposal.

Pricing Form

Bidders should propose a financial model that clearly defines how they propose to be compensated for all of the required services. The Steering Committee anticipates an effort level that does not exceed the **maximum budget associated with this project of \$80,000**, excluding expenses associated with meeting space and hospitality.

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

Prepare the following table for inclusion in your proposal:

Cost Element	Cost (CDN)
Consulting, Research & Analysis	\$
Project Management - Report Preparation and Administrative Support	\$
Materials	\$
Travel & Projected Expenses (C.3)	\$
Other Expenses (C.4)	\$
Total	\$

C.2 Per Diem Rates

Prepare the following table for inclusion in your proposal. Identify the names of all persons who will contribute to the routine management and/or the performance of the required services, and their per diem rate. Per Diem rates are based on a **seven and half-hour workday** and do **not** include taxes.

Name	Per Diem Rate	% time assigned to the project
	\$	\$
	\$	\$
	\$	\$

C.3 Travel and Project Expenses

Estimate the travel and living expenses associated with any proposed personnel who will need to travel to and from the primary work location, in order to perform the required work during the contract. Provide relevant details to support your estimates. These are to be included in Section 2 of your costing proposal.

C.4 Other Expenses

Estimate any other project expenses that may be incurred, once the proposed personnel are onsite at the primary work location. These types of expenses will require **prior approval** from TPEI after the contract begins and must comply with Prince Edward Island Government standards. Provide relevant details to support your estimates. These are to be included in Section 1 of your costing proposal.

APPENDIX D – RFP PARTICULARS

In collaboration with its industry and federal partners – Tourism PEI will contract with a qualified and experienced consultant with demonstrated expertise in strategic planning and a strong understanding of tourism to lead in the development of a new and fully integrated growth strategy for tourism.

This work must start immediately upon award of contract, build on past successes and create a new, shared vision to guide the tourism sector over the next five years.

Charting the Future: A Strategy to Accelerate Prince Edward Island Tourism Growth to 2025, must be evidence-based and provide strategic options using a consultative framework.

As part of the process, the consultant is expected to identify priority initiatives that may be considered “game changers”, i.e. those initiatives of key strategic importance that will catapult the sector forward! An example of a “game changer” would be the development of the Culinary Institute of Canada several years ago and that is now having a profound impact on shaping our current role in culinary tourism.

The strategy must identify actual and perceptual barriers facing PEI’s tourism sector, and recommend innovative strategies and actions that will focus stakeholders' attention on the key issues, challenges, and opportunities, necessary to accelerate the growth of the sector.

As part of this planning process, TPEI has initiated a supplementary background review, to among other things, provide TPEI with a greater understanding of leading travel trends, key motivators of travel, and a cursory analysis of potential product and development opportunities for PEI. This review also provides an overview of other jurisdictions to inform possible alignment of key activities for TPEI. In addition, the review provides a “strategic framework” that may guide TPEI resources in five key areas:

1. Partnership and alignment;
2. Remarkable tourism experiences;
3. Research and market intelligence;
4. Innovative marketing strategies and tactics; and
5. Skills development and training.

D.1 Scope of Work

Immediately upon award of contract, the consultant(s) will meet with the Steering Committee to further discuss the assignment, review the consultant’s proposal and work plan, and discuss the expected outcomes of the assignment.

During this meeting, the consultant may request copies of or access to any materials at the Steering Committee’s disposal that may aid in the development of the growth strategy. At this time, a schedule for regular progress reports and project updates will be discussed and confirmed by the consultant to ensure the timely development and delivery of the strategy.

The consultation process shall include a tiered approach with in-depth individual consultations (interviews), group discussion, and open/general on-line forums and/or surveys. The scope of the consultation process will be determined in conjunction with the Steering Committee and is expected to

include sufficient and ample opportunity for sector engagement. It is expected that not less than three (3) open forums held across the province to inform and engage stakeholders may be required along with 20 individual consultations/interviews. The engagement process will seek to include the broader industry stakeholders as well as non-traditional organizations.

The consultant will develop and follow an engagement plan that will directly engage the Steering Committee in all aspects of the assignment. This engagement plan will also identify key decisions, reports, updates, authorities and approvals required from the Steering Committee to successfully conclude the assignment.

Following the meeting with the Steering Committee and acceptance of the engagement plan, the consultant will begin the comprehensive research, strategic options analysis and consultative framework required to complete the assignment. Upon completion of this work, the consultant will recommend innovative strategies and actions that will focus stakeholder attentions on key issues, challenges and opportunities that will accelerate growth.

Identifying “game changers” will be an important component that the consultant must consider and identify as key initiatives to advance the sector.

The consultant will prepare draft and final reports for the Steering Committee approval in a format acceptable to the Steering Committee. On acceptance of the final report, the consultant will prepare for and host a strategy information session. At this session, the consultant will present the key findings of research, strategic options analysis and consultative framework, the recommended strategies and actions to be taken to advance the tourism sector.

Included in the final report shall be an Implementation Progress Chart, detailing key areas, responsibilities, timelines and accountability.

It is expected that the final report and implementation progress chart will be delivered no later than Thursday, April 30, 2020.

D.2 Mandatory Technical Requirements

All proposals must include completion of Appendix B – Submission Form and Appendix C – Submission Pricing Form before evaluation of the rated criteria will be considered and must be capable of assessment on a pass/fail basis. Failure to meet these requirements adequately may result in disqualification of the proposal.

D.3 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP set out in Section 2.3.2. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

D.3.1 Understanding of the Study and Scope Including Peripheral Problems

Provide a one (1) to two (2) page summary of your understanding of the requirements defined in this RFP. Identify any potential challenges you foresee in the development of a new growth strategy and/or

its execution. This content should be expressed in your own words and communicate your understanding of the services required.

D.3.2 Proposed Approach and Methodology

Describe the approach and/or process proposed to address the RFP requirements. Include any notable methodologies, tools and techniques, and their respective suitability to this project.

D.3.3 Proposed Schedule to Develop the Growth Strategy for Tourism

Provide a project plan that reflects your proposed approach and demonstrates your ability to meet the milestones within the project timeline.

D.3.4 Proposed Project Manager

The successful Proponent will provide all the necessary project management needed to complete the services proposed in response to this RFP. Identify the Project Manager proposed for this project and describe their experience.

Include the Project Manager's resume. This should be structured to emphasize their relevant qualifications and experience successfully managing projects of similar size and scope to that required by this RFP. The resume should include **at least two project references**, including:

- Name of organization;
- Name, title, telephone number, and email of the contact for the organization; and
- A brief description of the scope, complexity, dates, and duration of the project.

D.3.5 Professional Personnel to be Employed on the Assignment

The Proponent should be able to demonstrate that its **proposed team as a whole** meets or exceeds the RFP requirements. Prepare the table below to identify **all** personnel who will be assigned to the project and contribute to (i) the **routine management** and/or (ii) the **performance** of the required services. As shown, provide each person's name, title, role on this project, experience in this role and his/her respective employment status.

Name	Title	Project Role	Role Experience (# months)	Employment Status (E = employee, C = contractor, P = partner)

TPEI encourages innovation and competition in the Proponent community through arrangements such as partnerships and consortiums. If sub-contractors or partners of a Proponent are permitted for this project, they must be identified in your table. If so, describe the general range of services that the respective contractors (companies or individuals) will provide and how this benefits your company. If no contractors or partners are identified, this will be interpreted to mean that only a Proponent's 'own resources' will be used.

Submit the individual **resumes** for each proposed resource. The resumes should be structured to emphasize their relevant qualifications and experience in successfully completed projects of a similar size and scope to that required by this RFP.

Each resume should include **at least two project references** where the proposed individual served in a similar role, including:

- Name of organization;
- Name, title, telephone number and email of a contact for the organization;
- Brief description of the scope, complexity, dates and duration of the project; and
- The role the proposed individual played in the referenced project.

D.3.6 Corporate Capacity

The Proponent should provide corporate information to demonstrate the company has sufficient human resources and facilities to complete the assessment on time and on budget.

D.3.7 Corporate Experience

The Proponent should outline applicable experience with comparable projects. Describe any similarities to or differences from this project and include any information that speaks to the reputation of the company.

D.3.8 General Format and Appearance of the Proposal

Proponent responses to this RFP should reflect the professional nature of the services required and should effectively communicate how the consultant(s) will deliver on the requirements of this RFP as concisely as possible.