

REQUEST FOR PROPOSALS FOR

ADVERTISING SALES & MARKETING PROGRAM

for TOURISM PRINCE EDWARD ISLAND

Request for Proposal Number:

5340

Date Issued:

July 25, 2019

Submission Deadline:

August 12, 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 Prince Edward Island (TPEI) for prospective proponents to submit proposals for the provision of sales services. Key objectives are:

- 1- Meet and/or exceed departmental advertising sales revenue targets;
- 2- Grow ad revenue through net new sales or through growth of existing sales relationships;
- 3- Efficiently and effectively administer the program with duties ranging from developing the sales opportunities, promoting and selling them, tracking detailed sales, delivering advertising content/material in a timely fashion, administering digital buys (sponsored links, ad views, etc), managing budgets, and all other related tasks;
- 4- Increase operator participation in the program;
- 5- Bring forth new revenue generating ideas for Tourism PEI.

Prince Edward Island is Canada’s smallest province with a population of approximately 152,000 and is located on Canada’s East Coast. Though it may be small in size, Prince Edward Island is incredibly abundant in stunning sceneries (rich red soil, rolling hills, beautiful ocean views), 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!

Tourism PEI is responsible for building awareness of Prince Edward Island as a vacation destination and generating visitation both in domestic and foreign markets through effective and efficient advertising campaigns. Tourism revenues represent over 6% of the Province’s GDP. In comparison, tourism for Canada represents approximately 2% of GDP.

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 Tourism PEI, the Government of Prince Edward Island (the Province), other than the RFP Contact or their designate via email, 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 Tourism PEI 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 one year, with option to renew for an additional two years.

1.4 RFP Timetable

Issue Date of RFP	25 July 2019
Deadline for Questions	02 August 2019
Deadline for Issuing Addenda	07 August 2019
Submission Deadline	12 August 2019 at 2:00 pm AST
Shortlist of proponents if required	16 August 2019
Anticipated Execution of Agreement	20 August 2019

The RFP timetable is tentative only, and may be changed by Tourism PEI 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,
PO Box 2000, 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. The Province and Tourism PEI do 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 should submit four (4) 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

Tourism PEI 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. 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.

1.5.5 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. Tourism PEI 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.

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

Tourism PEI 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

Tourism PEI 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 Tourism PEI 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

Tourism PEI 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
D.4.1	Please provide a brief overview of your company.	No point Evaluation	<ul style="list-style-type: none"> - Business operating name - Years in business - Top 5 clients by dollar value and by years of doing business - Staff compliment - Primary Address and associated offices - Primary contact details
D.4.2	Understanding of the Role	5%	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.
D.4.3	Relevant Experience	35%	<p>Please provide examples of relevant experience in administering sales programs of this size/scope. Describe the product you sold, the total revenue generated and your ability to reach and exceed targets.</p> <p>Give examples of new sales opportunities you identified when working for a client and how successful you were in selling that product.</p> <p>Demonstrate your level of knowledge of the tourism industry on Prince Edward Island.</p> <p>Describe your level of understanding and experience in marketing – specifically print and digital ad buying.</p> <p>If no strong sales and tourism experience exists, the proponent must illustrate business skills and experiences they have to clearly demonstrate their ability to execute a project of this complexity and scope</p> <p>We require three business/professional references from clients with whom you have had a working relationship with in the last 2 years.</p>

D.4.4	Recommended Approach	20%	Please provide a recommendation on how you/your organization would administer the Sales and Marketing Partnership program to ensure maximum revenue is realized with strong participation of Island operators while ensuring efficiency and effectiveness of program delivery. a) Describe your overall approach including your proposed sales process. b) Define your sales tracking tool. c) Explain how you would manage the operator relationship to ensure all products sold are delivered. d) Describe your plan to identify new sales opportunities.
D.4.5	Unique differentiators	5%	What makes your company different and why should Tourism PEI select you over your competitors
D.4.6	Pricing	35%	Being a Crown Corporation, Tourism PEI works within strict budgetary guidelines. Provide detailed pricing for delivery of your services including any work you may consider out of scope. Complete Appendix C.

	TOTAL	100%	
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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, mandatory technical 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 Tourism PEI, the proponent shall thereafter be known as the successful proponent.

2.6 Notification to Other Proponents

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

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, Tourism PEI may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the Province and/or Tourism PEI.

3.1.7 Information in RFP Only an Estimate

Tourism PEI 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 Tourism PEI

Tourism PEI 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

Tourism PEI 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. Tourism PEI 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 the Province.

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. Tourism PEI is under no obligation to provide additional information, and Tourism PEI 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. Tourism PEI 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 Tourism PEI, 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 Tourism PEI and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.3.4 Verify and Clarify

During the evaluation process, Tourism PEI 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). Tourism PEI 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

Tourism PEI 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 Tourism PEI'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, Tourism PEI 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 Tourism PEI 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.

3.4.5 Cancellation of RFP

Tourism PEI reserves the right to cancel the RFP at any time.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

Tourism PEI may disqualify a proponent for any conduct, situation or circumstance, determined by Tourism PEI, 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

Tourism PEI may disqualify a proponent, or terminate an agreement entered into if Tourism PEI, 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 the Province and/or Tourism PEI, and then only in coordination with the Province and/or Tourism PEI.

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 the Province and/or Tourism PEI; 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

Tourism PEI 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 Tourism PEI, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the Province's and/or Tourism PEI'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 Tourism PEI 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 and Tourism PEI

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

- (a) is the sole property of the Province and/or Tourism PEI 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 the Province and/or Tourism PEI; and
- (d) must be returned by the proponent to the Province and Tourism PEI immediately upon request of the Province and/or Tourism PEI.

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 Tourism PEI. The confidentiality of such information will be maintained by Tourism PEI, 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 Tourism PEI 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-Freedom%20of%20Information%20and%20Protection%20of%20Privacy%20Act.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 the Province and/or Tourism PEI 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-Freedom%20of%20Information%20and%20Protection%20of%20Privacy%20Act.pdf>

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of Tourism PEI

Tourism PEI 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 Tourism PEI 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 Tourism PEI and a proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. Tourism PEI 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 Tourism PEI has at law.

3.7.2 Limitation of Liability

By submitting a proposal, each proponent agrees that:

- (a) neither the Province, Tourism PEI 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 Tourism PEI'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.

APPENDIX A – FORM OF AGREEMENT

**SAMPLE CONTRACT
NAME OF AGREEMENT**

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

BETWEEN: **TOURISM PRINCE EDWARD ISLAND**, a Crown corporation pursuant to section 2 of the *Tourism Act* R.S.P.E.I. 1988, Cap. T-3.4

OF THE FIRST PART;

AND:

_____ of _____
in _____ County, Province of _____,

(hereinafter referred to as the "Contractor")

OF THE SECOND PART.

WHEREAS Tourism Prince Edward Island 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 Tourism Prince Edward Island 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. "Fiscal Year" means
- b. "Schedule" means

Covenants of the Contractor and Tourism Prince Edward Island

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 Tourism Prince Edward Island.

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. Tourism Prince Edward Island shall make payments to the Contractor in the following manner:
 - (a) Payment for the Work shall be at the rate of \$_____ per hour, inclusive of all taxes, but in no case shall the total payment exceed \$ _____;
 - OR
 - (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]
 - AND, IF APPLICABLE
 - (b) Tourism Prince Edward Island shall pay all expenses of the Contractor, inclusive of all taxes, up to a maximum of \$_____, based on expenses actually incurred and verified by receipt.
 - (c) 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 Tourism Prince Edward Island 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 Tourism Prince Edward Island. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Tourism Prince Edward Island 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 Tourism Prince Edward Island, 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 Tourism Prince Edward Island, 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 Tourism Prince Edward Island 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 Tourism Prince Edward Island 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 Tourism Prince Edward Island's fiscal year in which the payment is to be made.

Reports

8. (a) The Contractor shall make interim reports as Tourism Prince Edward Island may direct.
- (b) The Contractor shall prepare and submit a draft final report for review and approval of Tourism Prince Edward Island not later than the ____ day of _____ 20 . Tourism Prince Edward Island 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 Tourism Prince Edward Island 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 Tourism Prince Edward Island and the Contractor shall follow the same time schedule as applicable to employees of Tourism Prince Edward Island.
10. Tourism Prince Edward Island 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, Tourism Prince Edward Island 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 Tourism Prince Edward Island 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 Tourism Prince Edward Island, 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 Tourism Prince Edward Island 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 Tourism Prince Edward Island, 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 Tourism Prince Edward Island 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 Tourism Prince Edward Island.
- (b) The Parties agree that Tourism Prince Edward Island 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 Tourism Prince Edward Island, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Tourism Prince Edward Island discovers or is notified by the Contractor of an actual or potential conflict of interest, Tourism Prince Edward Island, in its sole discretion, may either:
 - (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Tourism Prince Edward Island; 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 Tourism Prince Edward Island, 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 Tourism Prince Edward Island:
 - (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. Tourism 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;

 - (b) 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.

 - (c) The policy or policies required by this Agreement shall be in a form and with insurers satisfactory to Tourism Prince Edward Island. All required insurance shall be endorsed to provide Tourism Prince Edward Island 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 Tourism Prince Edward Island 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 Tourism Prince Edward Island prior to execution of this Agreement. Default of delivery to Tourism Prince Edward Island or receipt of the certified copy of the policy, or policies, by Tourism Prince Edward Island 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 Tourism Prince Edward Island.
- 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 duly executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED)
In the presence of:)
)
)
)
)
_____)

Tourism Prince Edward Island

Chief Executive Officer

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
)
)
_____)

Contractor

Authorized Signing Officer

SCHEDULE "A"

**TO AGREEMENT
BETWEEN
TOURISM PRINCE EDWARD ISLAND AND
THE CONTRACTOR**

This is a sample contract only and this schedule will be completed upon awarding of the contract.

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 Tourism PEI.

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 the Province and/or Tourism PEI 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 and/or Tourism PEI 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 Tourism PEI to the advisers retained by Tourism PEI 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 Tourism PEI, 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 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

2. Evaluation of Pricing

Pricing is worth 30 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.

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

Prepare the following table for inclusion in your proposal:

Cost Element	%
Commission on sale of ads in print publications	
Commission on sale of digital ads	

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 the client organization 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 your estimated costs.

APPENDIX D – RFP PARTICULARS

D.1 The Deliverables

Tourism PEI seeks to secure the services of a sales company to develop and execute the Sales & Marketing program. These services include, but are not limited to:

- Familiarize themselves with the business of Tourism PEI; developing an in-depth knowledge of the current sales products available to operators;
- Gain an understanding for the marketing challenges faced by tourism operators and be ready to assist them through the product offerings that best meet their needs;
- Research and propose new potential sales options to Tourism PEI;
- Prepare marketing package offering brochure (print and/or online) for operators as reference sales tool;
- Maintain good records of contacts made, products sold, operators' marketing collateral provided to Tourism PEI, billing records and any other necessary documentation;
- Stay on top of marketing trends in the industry;
- Provide administration, communication and coordination of all sales activities;

Tourism PEI is interested in establishing an agency partner for a contracted one-year period, with option to renew for two additional years.

CONSIDERATIONS/SCOPE

To help proponents understand the scope and complexity of the assignment, please consider the following:

- 1) There are approximately 1,700 licensed tourism accommodation operators on Prince Edward Island. There are also numerous attractions, restaurants and other tourism operators. They vary in size, marketing knowledge and in their advertising requirements.
- 2) The sales process requires a company and its agents who have excellent interpersonal and business skills, with strong cooperative and sales persuasive abilities and experience. Although this is an exercise in revenue generation, it also represents an opportunity to assist operators in developing a better understanding of Tourism PEI resources and programs, and increase operator participation.
- 3) In 2018, over \$375,000 of advertising dollars were generated through the program and returned to the Province from 100 operators participating in the program.
- 4) Sales product offered in 2019:
 - a. Display ads in Visitor's Guide;
 - b. Ads in highway map;
 - c. Confederation Trail map ads;
 - d. Website advertisements on Tourism PEI website;

- e. Online vacation packages;
- f. Sponsored links;
- g. Retargeting;
- h. E-newsletter advertising;
- i. Video promotion.

5) Tourism PEI is responsible for the layout, printing and developing of all aforementioned advertising publications. The successful proponent will work closely with industry and Tourism PEI to ensure operator advertisement materials are ready in acceptable formats and in a timely fashion to meet deadlines.

D.2 Material Disclosures

n/a

D.3 Mandatory Requirements

Proponent must have a proven track record of building strong working relationships with clients and identifying right products for the client's business success. The proponent must also demonstrate their sales ability and tourism industry knowledge.

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.

D.4.1 Company Overview

Provide a brief overview of your company. Should include:

- Business operating name
- Years in business
- Top 5 clients by dollar value and by years of doing business
- Staff compliment
- Primary Address and associated offices
- Primary contact details

D.4.2 Understanding of the role

Provide summary of your understanding of the RFP 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.

D.4.3 Relevant Experience

Please provide examples of relevant experience in administering sales programs of this size/scope. Describe the product you sold, the total revenue generated and your ability to reach and exceed targets.

Give examples of new sales opportunities you identified when working for a client and how successful you were in selling that product.

Demonstrate your level of knowledge of the tourism industry on Prince Edward Island.

Describe your level of understanding and experience in marketing – specifically print and digital ad buying.

If no strong sales and tourism experience exists, the proponent must illustrate business skills and experiences they have to clearly demonstrate their ability to execute a project of this complexity and scope.

We require three business/professional references from clients with whom you have had a working relationship with in the last 2 years.

D.4.4 Recommended Approach

Please provide a recommendation on how you/your organization would administer the Sales and Marketing Partnership program to ensure maximum revenue is realized with strong participation of Island operators while ensuring efficiency and effectiveness of program delivery.

- a) Describe your overall approach including your proposed sales process.
- b) Define your sales tracking tool.
- c) Explain how you would manage the operator relationship to ensure all products sold are delivered.
- d) Describe your plan to identify new sales opportunities.

D.4.5 Unique Differentiators

What makes your company different and why Tourism PEI should choose you over your competitors?

D.4.6 Pricing

Provide detailed pricing (section C.1) for delivery of your 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.