

# REQUEST FOR PROPOSAL FOR STRATEGIC MARKETING AGENCY OF RECORD

RFP#2024-07-AOR

**ISSUED ON JUL 17, 2024 BY NIAGARA FALLS TOURISM**

## **KEY DATES**

Final date to submit questions: **Friday, Aug 2, 2024**

Submit completed proposal: **Friday, Aug 23, 2024**

6815 Stanley Ave, Niagara Falls, ON L2G 3Y9

[www.niagarafallstourism.com](http://www.niagarafallstourism.com)

## Table of Contents

- 1. Introduction to Niagara Falls Canada
  - 1.1. Background ..... 3
  - 1.2. Working with NFT ..... 3
  
- 2. Instructions to Vendors
  - 2.1. Invitation ..... 4
  - 2.2. Inquiries ..... 4
  - 2.3. Submission Timeline and Process ..... 4
  - 2.4. Agreement for Deliverables ..... 4
  - 2.5. Contract Period ..... 4
  - 2.6. Submission Requirements ..... 5
  - 2.7. No Guarantee of Volume of Work or Exclusivity of Agreement ..... 5
  - 2.8. Pricing and Timing ..... 5
  
- 3. Evaluation Process and Criteria
  - 3.1. Mandatory Criteria ..... 6
  - 3.2. Rating Criteria ..... 6
  - 3.3. Stages of Proposal Evaluation ..... 6
  
- 4. Proposal Terms and Conditions
  - 4.1. Amendments to RFP ..... 7
  - 4.2. NFT May Seek Clarification and Incorporate Response into Proposal ..... 7
  - 4.3. Cost of Proposals ..... 7
  - 4.4. Ownership of Proposals ..... 8
  - 4.5. Confidentiality ..... 8
  - 4.6. Bait and Switch ..... 8
  - 4.7. Execution of the Agreement ..... 8
  - 4.8. Negotiations ..... 8
  - 4.9. Rejection of Proposals ..... 9
  - 4.10. Conflict of Interest ..... 9
  - 4.11. Ownership of Materials ..... 9
  - 4.12. Indemnification ..... 9
  
- Schedule A – Deliverables ..... 10
  
- Schedule B – Pricing Sheet ..... 11

## Definitions

- “NFT” wherever used shall mean Niagara Falls Tourism.
- “RFP” wherever used shall mean this Request for Proposal
- “Proposal” wherever used shall mean a written response to this RFP.
- “Vendor” wherever used shall mean the agency or company responding to this RFP.

## 1. Introduction to Niagara Falls Tourism

### 1.1. Background

Niagara Falls Tourism is the official not-for-profit tourism marketing organization for the City of Niagara Falls, representing almost 400 tourism related businesses across the Niagara Region.

As a world-class destination that brings prosperity to the Niagara Region, Niagara Falls is proud to be home to a Natural Wonder of the World and the #1 leisure travel destination in Canada. Niagara Falls Tourism provides leadership and focus to foster, develop, and promote the tourism industry in Niagara Falls, increasing visitors' experiences. Marketing supports all areas of the business. Our efforts strive to showcase the city as an iconic destination that is more than just a natural wonder by telling the Niagara Falls story through integrated consumer campaigns, strategic media and public relations. In support of enriching the story of the destination, our key traveller segments are families, couples and explorers.

Natural parklands and attractions are a draw for outdoor enthusiasts and lend themselves to many annual festivals and events including Canada Day, Winter Festival of Lights and New Year's Eve. With an abundance of unique family attractions, live entertainment, casino gaming, and wine and culinary experiences, the destination offers a vibrant atmosphere year-round.

### 1.2. Working with NFT

We have a talented team that is eager to work with a partner that will help us push forward and break new ground. In turn, the ideal partner will be open and eager to work closely with our in-house team and extended teams.

As the official Destination Marketing Organisation for Niagara Falls Canada, NFT will be your client and will continue to lead the development and execution of the destination's marketing and public relations strategy. Your work will be essential to the economic future and vitality of Niagara Falls.



## 2. Instructions to Vendors

### 2.1. Invitation

This RFP is an invitation to vendors to submit proposals for the services and deliverables briefly described in Schedule A. This RFP is issued by Niagara Falls Tourism (NFT), a member funded not-for-profit corporation.

The proposal must be guaranteed for a minimum of 90 days from the closing date of the RFP.

### 2.2. Inquiries

Questions, interpretations, or clarifications on this RFP can be directed by e-mail to [procurement@niagarafallstourism.com](mailto:procurement@niagarafallstourism.com) no later than **Friday, Aug 2, 2024 at 4:00 pm EST**. Vendors acknowledge that all enquiries received and corresponding responses provided by NFT will be disclosed to all vendors by way of an Addendum by Friday, Aug 16, 2024 at 4:00 pm EST.

### 2.3. Submission Timeline and Process

The deadline for RFP submissions is **Friday, Aug 23, 2024 at 4:00 pm EST**. Proposals must be submitted electronically in PDF format to [procurement@niagarafallstourism.com](mailto:procurement@niagarafallstourism.com) and must include all requirements as outlined in Section 2.6. of this RFP.

In-person presentations/interviews for top selected vendors may take place in September or October 2024 (subject to availability). *(See section 3. Evaluation Process and Criteria)*

All applicants will be notified of the completion of the RFP no later than Oct 25, 2024.

### 2.4. Agreement for Deliverables

The selected vendor will be required to enter into an Agreement with NFT for the provision of the Deliverables. The Agreement's terms and conditions shall be completed with the successful vendor.

### 2.5. Contract Period

It is NFT's intention to enter into an Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of up to two years (2) years, with an option in favour of NFT to renew or extend the Agreement on the same terms and conditions up to three (3) additional, one (1) year terms.

The terms of the Agreement may be negotiated at least sixty (60) days prior to the expiration date of each Agreement period. The new terms, if any, will be incorporated upon renewal.

Both parties will be required to give ninety (90) days' notice if either wishes to terminate the Agreement prior to its expiration. All amounts are subject to change based on annual budget appropriation, creative needs and funding received by NFT. NFT reserves the right to work with partners and other providers to obtain marketing services.

## 2.6. Submission Requirements

The proposal (maximum 40 pages) should include:

- a) an executive summary, including company values, credentials, strategic marketing philosophy and methodology, approach to client and project management, and success measures;
- b) a summary of the vendor's understanding of the requirements and strengths of the vendor's experience and approach;
- c) a description of the relevant qualifications and destination marketing experience for each of the vendor's team members proposed for each key role;
- d) references for three (3) similar clients successfully supported by the vendor within the last three (3) years
- e) three (3) sample case studies demonstrating the following type of projects:
  - destination marketing research
  - strategic communications plan
  - thought leadership strategy projectsEach sample should include a case study, description outlining situation, communications objectives, key audiences, tactical plan, evaluation of results and high-level budget breakdown;
- f) information about the vendor's fees as they relate to the requested services, including the blended hourly rate; individual hourly rates for services and mark-up for out-of-pocket expenses as set out in Schedule B.
- g) An estimate on timing and associated fees for Deliverables as set out in Schedule A

Failure to include any required components of the RFP, as listed above, may result in disqualification.

## 2.7. No Guarantee of Volume of Work or Exclusivity of Agreement

NFT makes no guarantee of the value or volume of work to be assigned to any vendor. Any Agreement executed with a selected vendor will not be an exclusive contract for the provision of the described Deliverables. NFT may contract with others for the same or similar Deliverables to those described in this RFP or may obtain the same or similar Deliverables internally.

## 2.8. Pricing and Timing

The vendor should assume that it is required to supply all necessary professional staff to undertake the outlined Deliverables from Schedule A, as well as outlined in Schedule B. The vendor should provide the proposed pricing approach including a blended hourly rate and relevant individual hourly rates for Deliverables outlined in Schedule B, based on Schedule A.

NFT has an annual marketing budget of up to \$5,000,000 CAD, exclusive of taxes for each of the two (2) years of the Term. There is potential for additional work if the option to extend and renew is utilized.

### 3. Evaluation Process and Criteria

#### 3.1. Mandatory Criteria

First, NFT will evaluate proposals for compliance with the following mandatory criteria as set out in Section 2.6 of this RFP.

Any proposal that does not meet the mandatory criteria may be disqualified. If a proposal is disqualified, it will not be further evaluated.

#### 3.2. Rating Criteria

Next, NFT will evaluate and score proposals based on the following rating criteria:

<b>Evaluation Criteria</b>	<b>Weights</b>
Qualifications and experience of the vendor - Case study requirements	25%
Qualifications and experience of key members of the vendor’s team	15%
Quality of the proposed approach (work plan, client engagement, reporting and controls, likelihood of timely delivery)	10%
Interviews - Strong understanding of NFT’s needs - Client Management/Project Work approach - Overall team and approach chemistry and fit	25%
Pricing	25%
<b>TOTAL</b>	<b>100%</b>

#### 3.3. Stages of Proposal Evaluation

NFT may conduct the evaluation of proposals in the following three (3) stages:

Stage I	Stage I may consist of a review to determine which Proposals comply with all the mandatory requirements. Proposals which do not comply with all the mandatory requirements, may, subject to the express and implied rights of NFT, be disqualified and not be evaluated further.
Stage II	Stage II may consist of a scoring by NFT of each qualified Proposal based on the rating criteria.
Stage III	Stage III may consist of NFT shortlisting the top proposals and their respective vendors will be invited to an in-person interview at the NFT office.

Subject to satisfactory reference checks and the express and implied rights of NFT, the highest scoring Proposal will be selected, and the vendor of that Proposal will be invited to enter into the Agreement in accordance with Sections 2.4., 2.5. and 4.7.

NFT intends to award an Agreement to the vendor who submits the most advantageous Proposal to NFT as determined by NFT through the evaluation process. The Proposal with the lowest price will not necessarily be selected. While pricing is a determinant in the selection process, it is to be clearly understood that there should be a full and complete understanding of the Deliverables to be provided, demonstrated through the Proposal as presented.

If no vendors demonstrate appropriate qualifications or experience, NFT may, without liability cost or penalty, cancel this RFP or choose not to award an Agreement to any of the vendors.

## **4. Proposal Terms and Conditions**

### **4.1. Amendments to RFP**

NFT may amend the schedule for this RFP in its sole discretion at any time prior to the Proposal Submission Deadline. A written Addendum to report any changes or additional information relating to this RFP will be made available to all vendors in the same way as the original RFP. Each Addendum shall form an integral part of this RFP. It is the sole responsibility of the vendor to ensure that it has received all information pertaining to this RFP before submission. NFT will not take any responsibility for losses, misunderstandings, errors or omissions from the vendor not having received any Addendum.

### **4.2. NFT May Seek Clarification and Incorporate Response into Proposal**

NFT reserves the right to seek clarification and supplementary information from vendors after the Proposal Submission Deadline. The response received by NFT from a vendor shall, if accepted by NFT, form an integral part of that vendor's Proposal. NFT reserves the right to interview any or all vendors to obtain information about or clarification of their Proposals. If NFT receives information at any stage of the evaluation process which results in earlier information provided by the vendor being deemed by NFT to be inaccurate, incomplete, faulty or misleading, NFT reserves the right to revisit the vendor's compliance with the mandatory requirements and/or adjust the scoring of the responses to the rated requirements.

### **4.3. Cost of Proposals**

Submission of a response to this RFP does not bind NFT to engage the vendor to provide the requested services. All work undertaken by a vendor in preparation of this RFP is performed on a speculative basis. NFT accepts no responsibility for costs of proposal preparation, interviews, or other activities related to this RFP or any contract negotiations.

### **4.4. Ownership of Proposals**

All information obtained by NFT from vendors in connection with this RFP will remain with NFT and be retained for internal purposes. Information provided by vendors in response to this RFP may be disclosed by NFT if permitted or required by law.

#### 4.5. Confidentiality

All information obtained by NFT from vendors in connection with this RFP and all information and material obtained during this RFP process is confidential and remains the property of NFT.

The successful vendor may have access to information and documents that NFT considers confidential, proprietary or sensitive (“NFT Confidential Information”). The successful vendor shall keep strictly confidential any NFT Confidential Information that it obtains or creates in the course of performing its obligations under the Agreement. Both during and following the term of the Agreement, the successful vendor must maintain the confidentiality and security of all NFT Confidential Information. The successful vendor shall not directly or indirectly disclose, destroy, exploit or use, either during or following the term of the Agreement, except to the extent necessary to perform the services under the Agreement or where required by law, any NFT Confidential Information, without first obtaining the written consent of NFT.

#### 4.6. Bait and Switch

The vendor agrees to provide all professional personnel necessary to perform the scope of work, including those who are named in the Proposal submitted in response to this RFP. These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in writing by NFT. In the event the vendor wishes to substitute any of the key personnel, the individual(s) proposed should demonstrate similar qualifications and experience as required to successfully perform such duties. NFT shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. NFT shall not unreasonably withhold approval of staff changes.

#### 4.7. Execution of the Agreement

In addition to all NFT’s other remedies, if a selected vendor fails to execute the Agreement or satisfy any other applicable conditions within ninety (90) days after notice of selection, NFT may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that vendor and proceed with the selection of another vendor.

#### 4.8. Negotiations

NFT may, in its sole discretion, enter into negotiations with one or more vendors. NFT reserves the right to negotiate with more than one vendor concurrently or consecutively, and to add to, expand, reduce or modify the scope of this RFP. If NFT and the selected vendor are unable to negotiate an agreement, NFT may begin or continue negotiations with any other vendor, at any time. Negotiations may take place with selected vendors without the obligation to re-call proposals or provide an opportunity for other applicants to quote on the same changes. No applicant or vendor shall have any rights against NFT arising from such negotiation.



#### 4.9. Rejection of Proposals

NFT does not guarantee that any proposal will be accepted and reserves the right to reject any or all responses to the RFP without incurring any liability. Submissions received after the due date will be automatically rejected. Incomplete proposals will not be considered. NFT is not bound to explain how any proposal was evaluated nor is NFT bound to otherwise explain any decision it makes in connection with any part of this RFP process.

#### 4.10. Conflict of Interest

Vendors submitting a Proposal to this RFP must identify any real or perceived situations where a conflict of interest, past, current or future exists.

#### 4.11. Ownership of Materials

All papers, data, reports, plans, designs, specifications, and other materials and documents created by the successful vendor to carry out the services to be performed for NFT (the “Materials”) will be the property of NFT, including working files. The successful vendor shall not make any use of the same, except with prior written approval of NFT. All rights, title and interest in the Materials prepared for NFT will vest in NFT and NFT will have the right to copy such Materials and to use them for any purpose. The successful vendor shall deliver all Materials to NFT unless otherwise specified.

#### 4.12. Indemnification

The vendor shall indemnify and hold harmless NFT, its board members, partners, and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon NFT and against all loss, liability, judgments, claims, suits, demands or expenses which NFT may sustain, suffer or be put to resulting from or arising out of the vendor’s failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the vendor, its agents, officials and employees.

## SCHEDULE A – Deliverables

NFT is seeking Proposals from qualified vendors to serve as its Strategic Marketing Agency of Record (AOR). The AOR will assist with researching, developing, and executing assigned marketing and communication activities, including, but not limited to:

- Providing strong strategy and insight development for targeting and activating key visitor personas
- Align our target personas with our brand strategies in order to grow and maintain Niagara Falls' share-of-voice within regional, national, and international audiences and media to set the destination apart from competitors
- Developing and executing strategic communications, thought leadership and media relations campaigns to drive consumer interest and activation of travel to the destination
- Identify and develop industry and market-specific trends to generate coverage for Niagara Falls and set the destination apart as a market leader.
- Implement ROI programs with proven results. Examples of measurement include:
  - Increase in visitors to niagarafallstourism.com website
  - Increase in online booking leads to members
  - Increase in overnight visitation
  - Increase in visitor spending in Niagara Falls
- Recommending and assisting with media lists, influencers, and media buys in domestic and international markets
- Preparing and facilitating story development workshops to inform strategic communications campaigns

### Terms of Reference

For each activity, NFT will provide the following:

- A kick-off/briefing meeting to discuss objectives, approach, process, timelines and budget;
- Background information, documents etc. to support the development of materials;
- A single point of contact for ongoing interaction, status updates and coordination of internal approvals, etc.

## SCHEDULE B – Pricing Sheet

Vendors are asked to provide a blended hourly rate of their professional fees, which will be used as the basis for the financial score, individual team members’ hourly rates and a summary of their markup for out-of-pocket costs. Please provide these in the table below:

Table 1: Professional Fees

<b>Blended Hourly Rate:</b>	\$
<b>Markup for out-of-pocket costs (as %)</b>	

Table 2: Individual Hourly Rates

<b>Service</b>	<b>Hourly Rate</b>
Market Research	
Marketing Campaign Strategy	
Media and PR Strategy	
Media Outreach	
Copywriting	
Graphic Design Production	
Video Production	
Audio Production	
Project Management	

### Additional Expenses

Please provide a list of all additional expenses including but not limited to administrative costs, out of pocket expenses, transportation, etc.