

**THE MINISTRY OF BUSINESS
DEVELOPMENT
AND TOURISM**

REQUEST FOR PROPOSALS

DEVELOPMENT OF NATIONAL TOURISM PLAN

Issue Date: October 19, 2011

Table of Contents

1. INTRODUCTION..... 1

1.1 THE MINISTRY OF BUSINESS DEVELOPMENT AND TOURISM 1

1.2 BACKGROUND INFORMATION..... 1

1.3 SERVICES AGREEMENT 1

1.4 BUDGET AND REMUNERATION..... 2

1.5 ADVISOR – SCOPE OF SERVICES 2

2. COMPETITIVE SELECTION PROCESS 4

2.1 SCHEDULE OF KEY RFP DATES..... 4

2.2 DESIGNATED CONTACT PERSON..... 4

2.3 COMMUNICATIONS DURING THE RFP PROCESS 4

2.4 ISSUING OF ADDENDA 5

2.5 QUESTIONS REGARDING THE RFP 5

2.6 DUTY TO INFORM 5

2.7 DEBRIEFING 6

3. PROPOSAL SUBMISSION PROCEDURES 7

3.1 PROPOSAL DELIVERY OFFICE 7

3.2 CLOSING TIME 7

3.3 PROPOSAL FORMAT AND DELIVERY 7

3.4 LANGUAGE 7

3.5 DATE AND TIME STAMP..... 8

3.6 PROPOSAL PREPARATION COSTS 8

3.7 BINDING NATURE 8

3.8 AMENDMENTS TO PROPOSALS 8

4. EVALUATION PROCESS AND AWARD 9

4.1 OVERALL PROCESS 9

4.2 EVALUATION CRITERIA 9

4.3 ADDITIONAL INFORMATION FOR EVALUATION 11

4.4 CONTRACT FORMATION AND AWARD 11

APPENDIX 1 – DEFINITIONS AND INTERPRETATIONS 13

APPENDIX 2 – OTHER RFP TERMS AND CONDITIONS 15

APPENDIX 3 – SUBMISSION REQUIREMENTS 21

APPENDIX 4 – LIST OF THE MINISTRY OF RESEARCH AND INFORMATION 26

APPENDIX 5 – DRAFT AGREEMENT 28

1. INTRODUCTION

The Ministry of Business Development and Tourism (the Ministry) is pleased to release this Request for Proposals (RFP) inviting proposals for the development of a national tourism plan (the Services) for Bermuda. The Services will include consultation with The Ministry officials and the Board of Tourism (the Board), market research, and the development of a National Tourism Plan (the Plan) to help guide the management of Bermuda's tourism industry for the next five to ten years. The Plan will be a critical step in the Government of Bermuda's development of future policy, legislation and programs to support the growth and prosperity of Bermuda's tourism industry.

Unless otherwise indicated, capitalized terms and acronyms used in this RFP will have the meanings ascribed to them in Appendix 1.

1.1 THE MINISTRY OF BUSINESS DEVELOPMENT AND TOURISM

The Ministry is responsible for the management and development of Bermuda's two economic pillars: international business and tourism. The Ministry includes the Department of Tourism (the Department) which is responsible for the coordination of promotion, sales and product development efforts and the fostering of tourism in Bermuda. The Department works with industry partners to develop Bermuda and ancillary hospitality services through various promotional and other tourist-related efforts. The Department also supervises overseas promotional activity through overseas offices.

The mission of the Department is to promote the tourist industry for the benefit of Bermuda.

1.2 BACKGROUND INFORMATION

The Board is responsible for advising the Minister on the development of Bermuda's tourism industry. Since January 2011, the Board has undertaken an extensive process of public consultation on the future direction of the tourism industry in Bermuda. This process has resulted in strategic imperatives for the industry and will help to guide the short term (the next 12 to 18 months) development of tourism in Bermuda. The strategic imperatives will also assist in guiding the medium to long term direction of the tourism industry by establishing the foundation needed to accomplish the growth of the tourism industry.

The draft strategic imperatives document will be completed by October 31, 2011 and will be made available to the Advisor in addition to other relevant information listed in Appendix 4. These strategic imperatives are to be incorporated into the development of the Plan but do not encapsulate the entire future strategy for tourism in Bermuda.

The objective of the Plan is to describe the vision for Bermuda's tourism industry for the next five to ten years and outline a way forward to accomplish the Ministry's goal of repositioning Bermuda in the global tourism market and to become a year round destination with the required products, services and marketing to support this goal.

1.3 SERVICES AGREEMENT

The Ministry anticipates that the Preferred Proponent selected in accordance with this RFP will enter into an agreement (the Agreement) with the Ministry to provide the Services, thereby becoming the Advisor.

The Information associated with this RFP includes a draft of the Agreement substantially in the form that will be executed by the parties.

As indicated in the draft Agreement, the Advisor will receive a series of milestone payments in exchange for completion and acceptance of the deliverables identified in Schedule A of the Agreement. Proponents are required to provide an estimate per milestone in their Proposal and a guaranteed maximum price.

1.4 BUDGET AND REMUNERATION

The Ministry has reserved a budget in the 2011/12 Estimates of \$150,000 to \$200,000 Bermuda Dollars (BD) for total costs (i.e., fees and expenses) in connection with the delivery of the Plan. Proponents are advised to note the exclusion of key activities or limitation of efforts which have been made in order to remain with the Ministry's budget as part of the response to Part B in Appendix 3.

The Advisor will be remunerated as follows:

- 25% of the total fixed price (excluding expenses) after the agreement is signed
- 25% of the total fixed price upon acceptance of the draft Plan
- 50% of the total fixed price upon acceptance of the final Plan

1.5 ADVISOR – SCOPE OF SERVICES

The Advisor will report to a due diligence committee comprising key representatives of the Board and the Ministry.

The Advisor will be required to work with the Ministry and other key participants to develop a comprehensive National Tourism Plan, which will include, but are not necessarily limited to, the following:

Vision

- a) An overview of the current market, product, services, brand image and marketing.
- b) A detailed description of the vision of the market, products, services, brand image and marketing in the next ten years.

Research

Supplemental to the research and analysis made available by the Ministry, the Advisor will provide market research and analysis to support the future positioning of Bermuda in the global tourism market. The market research will include, but is not limited to, an assessment of:

- a) The opportunities in transitioning to a Tourism Authority
- b) The potential for investment in new hotel and hospitality developments
- c) The potential for establishment of a convention center
- d) The opportunity to position Bermuda as a year round destination
- e) The potential for provision of medical tourism

Policy Considerations

The Plan will outline policy considerations that Bermuda will need to address in order to support accomplishment of its tourism objective. Policy considerations will take into account an integrated approach to supporting the development of the tourism industry, including the critical support required from Government, the Bermuda tourism sector and the public.

The policy considerations will identify and take into account Bermuda's competitive advantages and disadvantages, and current legislation.

Additionally, the policy considerations will address how to encourage Bermudian and foreign direct investment in the industry.

Infrastructure Requirements

The Plan will identify the infrastructure requirements necessary to support the vision.

Strategy

The Plan will include an outline of the key milestones required to accomplish the future vision in three, five and ten years. The Plan will include a detailed strategy for accomplishing each key milestone. As part of the strategy development, the Plan will identify the prerequisites which need to be addressed in order to realistically achieve the milestones.

Support Services and Industry Coordination

The Plan will outline a recommended structure and associated support services to develop an effective partnership of the primary stakeholders which will facilitate industry management and support the proposed development in products and services.

Further details regarding the Services are available in Appendix 5 – Draft Agreement.

1.5.1 Implementation

The implementation of the Plan will be the subject of a subsequent phase of work and therefore is not part of the scope.

Major milestones for the Plan include, but are not necessarily limited to:

- a) Draft Plan; and
- b) Final Plan.

2. COMPETITIVE SELECTION PROCESS

2.1 SCHEDULE OF KEY RFP DATES

Milestone	
Issue RFP	October 19, 2011
Last day to submit questions	November 9, 2011
Closing Time	November 14, 2011
Notification to Preferred Proponent	Week of November 21, 2011
Anticipated agreement award	November 30, 2011

The above schedule is subject to change at the discretion of the Ministry.

2.2 DESIGNATED CONTACT PERSON

The Designated Contact Person for this RFP is:

Lori Rockhead

Email: TourismPlan@kpmg.bm

2.3 COMMUNICATIONS DURING THE RFP PROCESS

All communications related to this RFP are to be in writing and are to be directed only to the Designated Contact Person.

Proponents must not attempt to communicate with any employee, contractor or representative of the Ministry or KPMG, including members of the evaluation committee, due diligence committee, members of the Board, and any officials of the Ministry or KPMG, or with members of the public or the media, about the Services described in this RFP, other than as expressly directed or permitted by the Ministry.

This RFP will be available for download from www.gov.bm. Potential Proponents who are interested in submitting a Proposal should register their interest by sending an email to the Designated Contact Person at TourismPlan@kpmg.bm by no later than Wednesday, October 26, 2011 at 4:00 pm (Atlantic Standard Time).

The registration email will provide the following information:

- Name of the individual or company
- Office location(s), including street address and main telephone number.
- Email address of the person with assigned responsibility to issue and receive communications in regard to the RFP.

All subsequent information regarding this RFP, including Question and Answer Series, Addenda and Information, will be provided only to potential Proponents who have registered. ***The Designated Contact Person will send a confirming email following receipt of an electronically submitted Registration of Interest (Registration). If such confirmation is not received, the onus is on the Proponent to re-submit the Registration, and to follow up for confirmation.***

Registered Proponents will be required to sign a Confidentiality Undertaking as outlined in section 4.

2.4 ISSUING OF ADDENDA

The Ministry may in its discretion, through the Designated Contact Person, amend the terms or contents of this RFP at any time before the Closing Time by issuing a written Addendum. Addenda issued by the Ministry are the only means of changing, amending, or correcting the RFP.

Any Addenda issued by the Ministry will supersede and amend the RFP. Amendments or additions made in any manner other than through a written Addenda issued by the Designated Contact Person will not be binding upon any party.

Addenda will be emailed only to potential Proponents who have registered as outlined in section 2.3.

2.5 QUESTIONS REGARDING THE RFP

Any questions with respect to this RFP should be submitted by email to the Designated Contact Person: Lori Rockhead at the email address provided in section 2.2.

The Ministry is not required to provide a response to any question received from a Proponent. If the Ministry decides in its discretion to answer any question received from a Proponent, it will answer such question through a Question and Answer Series provided to registered Proponents.

Proponents may request that a question be treated in confidence rather than being answered through a Question and Answer Series. If the Ministry denies such a request, the Proponent will have the option of either withdrawing the question or concurring that the question will be answered through a Question and Answer Series provided to registered Proponents.

2.6 DUTY TO INFORM

Proponents are responsible for ensuring that they have all of the information necessary to respond to this RFP and for independently informing and satisfying themselves with respect to any of the information contained in the RFP and to fully inform themselves of all aspects of the Services before submitting a Proposal. The Ministry has no obligation to provide Proponents with any additional information regarding this RFP and the Ministry makes no assurance, representation, or warranty as to the accuracy, sufficiency, appropriateness, or completeness of any of the information provided as part of the Competitive Selection Process.

Nothing in this RFP or otherwise relieves Proponents from undertaking their own investigations and examinations, including as they consider necessary, desirable, beneficial, or appropriate, and developing their own analysis, interpretations, opinions and conclusions including in respect of any factual data described in this RFP, with respect to the preparation and delivery of their Proposals, and with respect to this RFP, the Services and the National Tourism Plan.

Delivering a Proposal in response to the RFP constitutes a representation by a Proponent that it has received, reviewed, read and understood the entire RFP, including all of the terms and conditions, any Addenda, any Question and Answer Series and any confidential information provided by the Ministry, including information, in accordance with this RFP, that the Proposal has been prepared and delivered solely and exclusively in reliance on investigations, examinations, knowledge, and other information independently undertaken, obtained and verified by the Proponent, and that the Proposal satisfies the requirements of the RFP.

2.7 DEBRIEFING

Upon request, the Ministry will provide unsuccessful Proponents with a debriefing following execution of the Agreement. The Ministry shall have no obligation to inform Proponents, in a debriefing or otherwise, of the details of its evaluation process, of the weight attached to any particular evaluation criterion, of the scoring of any evaluated Proposal, or of the specific ranking assigned to any evaluated Proposal.

3. PROPOSAL SUBMISSION PROCEDURES

3.1 PROPOSAL DELIVERY OFFICE

For the purpose of this Competitive Selection Process, delivery of Proposals may be made electronically to the Designated Contact Person at the email address provided in section 2.2. A paper copy of the Proposal must follow to the following address:

KPMG
Crown House
4 Par la Ville Road
Hamilton, HM08
Bermuda
Attention: Lori Rockhead

3.2 CLOSING TIME

Proposals must be received electronically or in hard copy before **4:00 P.M. local time (Atlantic Standard Time) on Monday, November 14, 2011 (Closing Time)**.

The Designated Contact Person will send a confirming email following receipt of an electronically submitted Proposal. If such confirmation is not received the onus is on the Proponent to re-submit the Proposal, and to follow up for confirmation.

In the event that the Proposal is first sent by email a paper copy should be delivered to the address identified in section 3.1 by 4:00 p.m. (Atlantic Standard Time) Thursday, November 17. Hard copy submissions will only be considered if received prior to the Closing Time or if an emailed copy was received by the Closing Time.

Late Proposals will not be accepted and will be returned to the Proponent unopened.

3.3 PROPOSAL FORMAT AND DELIVERY

Proponents should submit their Proposals using the categories noted in Appendix 3 (Submission Requirements). The Proponent's name should be clearly identified, and each page of the Proposal should be numbered.

Emailed Proposals should be clearly labeled in the subject line with the name of the Proponent and the RFP Title (Development of a National Tourism Plan).

Proposals should include: with the clearly labeled email:

- The information as described in Appendix 3 (Submission Requirements), Part A, as an electronic copy (PDF searchable format); and
- The price information as described in Appendix 3 (Submission Requirements), Part B, as an electronic copy (PDF searchable format).

3.4 LANGUAGE

Proposals and related documentation and all other communication relating to this RFP, whether verbal or written, shall be in English.

3.5 DATE AND TIME STAMP

All Proposals received by the Ministry will be date and time stamped and the clock in use for that purpose at the time at the Proposal Delivery Office shall conclusively be deemed to be correct as to the date and time of delivery.

3.6 PROPOSAL PREPARATION COSTS

All costs incurred by a Proponent in the preparation and submission of its Proposal will be the responsibility of the Proponent. The Ministry shall not be liable for paying any such costs for whatever reason, including, but not limited to, rejection of a Proposal or all Proposals, or the cancellation of the Competitive Selection Process.

3.7 BINDING NATURE

By submitting a Proposal, the Proponent agrees to be bound by the terms and conditions contained in this RFP (including any Addenda) and the Information, and to be bound by the hourly rates provided in the Proposal for the term of the Agreement, if selected as the Preferred Proponent.

3.8 AMENDMENTS TO PROPOSALS

Amendments to Proposals may be submitted in writing at any time before the Closing Time. Any amendment must be signed by an authorized signatory of the Proponent and submitted in accordance with this section 3.

4. EVALUATION PROCESS AND AWARD

4.1 OVERALL PROCESS

Proposals shall be evaluated by the Ministry in accordance with the following three stages, each as further described in section 4.2 – Evaluation Criteria:

Stage	Description	Evaluation Basis	Maximum Score
One	Minimum requirements	Pass / Fail	NA
Two	Technical <ul style="list-style-type: none"> • Qualification and experience 	Scored with minimum of <i>15 for compliance</i> <i>25 for quality</i>	<i>40</i>
	<ul style="list-style-type: none"> • Workplan and approach 	<i>10 for compliance</i> <i>20 for quality</i>	<i>30</i>
Three	Price	Scored	<i>30</i>

Proposals that do not meet all Stage One Minimum Requirements will not be evaluated further.

In Stage Two the Ministry will evaluate Proposals using the criteria and considerations outlined in section 4.2.2. Proponents that do not achieve the minimum required score for compliance will not be evaluated further.

In Stage Three the Ministry will evaluate Proposals using the criteria and considerations outlined in section 4.2.3.

Any Proposal that does not substantially address the submission requirements of this RFP may not be evaluated at the discretion of the Ministry.

Prior to commencement of the evaluation, all Proposals will be reviewed for responsiveness to the Submission Requirements contained in Appendix 3. Those Proposals that are determined not to substantially address the Submission Requirements set out in Appendix 3 may not be evaluated at the discretion of the Ministry.

4.2 EVALUATION CRITERIA

The following details the evaluation criteria that will be used in the evaluation of Proposals.

4.2.1 Stage One – Minimum Requirements

Proposals must meet or exceed all of the following minimum requirements in Stage One to proceed to Stage Two of the evaluation:

- a) The Proposal must be received as an electronic PDF document in two parts (Part A and Part B) as noted in section 3.3 by the Closing Time specified in section 3.2.
- b) The Proponent must have at least 12 months of relevant tourism and hospitality consultancy experience and/or have completed a minimum of three tourism and hospitality consultancy strategic assignments similar in nature to the Plan, in the past three years.
- c) The proponent must agree to enter into the Agreement and commit to the fixed price in the Proposal.

Proposals that do not meet all of the Minimum Requirements of Stage One of the evaluation will not be evaluated further.

4.2.2 Stage Two – Technical

Qualifications and Experience

Qualifications and experience (including team members' experience) will be evaluated based on the extent to which the Proponent has demonstrated it has successful experience, similar in nature and scope to the Services, with:

- Developing jurisdictional tourism plans for jurisdictions with similar characteristics and size;
- Project management of multi-faceted tourism assignments;
- The range of research and analysis described in section 1.5;
- Developing tourism strategies to reposition a jurisdiction within the global tourism market.

Additionally, consideration will be given to the Proponent's qualifications and experience with the Bermuda tourism and hospitality sector.

Work Plan and Approach

The Proponent's work plan and approach will be evaluated based on consideration of the extent to which:

- The work plan and approach includes all of the components identified in Appendix 3, section A-5;
- The quality of the proposed work plan, including reasonable timelines and deliverable results that meet the Ministry's objective as presented in section 1.2; and
- The appropriateness of the proposed approach and methodologies to develop the Plan.

4.2.3 Stage Three – Financial Rated Evaluation

The Ministry will evaluate price using the total price estimate provided in the Proposal. The lowest price estimate will be awarded full points (i.e. 30 points); other proposals will be awarded points on a pro-rate basis.

4.3 ADDITIONAL INFORMATION FOR EVALUATION

To assist in the evaluation of Proposals, the Ministry may, in its discretion, but is not required to:

- conduct reference checks with any or all of the references cited in any or all of the Proposals, or request that a Proponent provide additional references, to verify any and all information regarding the Proponent, including its directors, officers and/or key personnel;
- conduct any investigations that it considers necessary in the course of the Competitive Selection Process in respect of any or all of the Proponents;
- seek clarification or rectification of a Proposal or supplementary information from any or all of the Proponents; and
- request interviews or presentations with any or all of the Proponents to clarify any questions or considerations based on the information included in Proposals, with such interviews or presentations conducted in the discretion of the Ministry, including the time, location, length and agenda for such interviews or presentations.

Such reference checks, investigations, requests for clarification or supplementary information and interviews or presentations may be sought or obtained from any one or more Proponents, but not necessarily all Proponents, and may be sought at any time either serially or concurrently.

The Ministry may in its discretion rely on and consider any information received as a result of such reference checks, investigations, requests for clarification or supplementary information and interviews or presentations in the evaluation of Proposals, and any and all such further information so received by the Ministry with respect to a Proposal shall be deemed to form part of that Proposal.

4.4 CONTRACT FORMATION AND AWARD

Without limiting any other provision in this RFP, or rights reserved to the Ministry in this RFP, the Preferred Proponent may be invited to execute and deliver the Agreement to the Ministry, substantially in the form provided in the Information, and if so invited, the Preferred Proponent must do so within 7 calendar days from notification of the Ministry's written invitation to execute the Agreement.

Before the award of the Agreement, the Proponent may be required to furnish evidence satisfactory to the Ministry, in its discretion, of the necessary facilities, ability and financial resources to fulfill the conditions of the Agreement.

The Ministry will have no binding obligations or commitments to the Preferred Proponent until and unless the Agreement has been duly executed and delivered.

If the Preferred Proponent does not execute the Agreement, the Ministry may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate the Agreement with the next qualified Proponent or choose to terminate the Competitive Selection Process and not enter into the Agreement with any of the Proponents.

THE AWARD OF THE AGREEMENT PURSUANT TO THE COMPETITIVE SELECTION PROCESS IS, WITHOUT LIMITATION, SUBJECT TO THE MINISTRY SECURING ANY NECESSARY INTERNAL AND/OR REGULATORY APPROVALS. THE MINISTRY RESERVES THE RIGHT TO TERMINATE THE COMPETITIVE SELECTION PROCESS OR REVISE THE SCHEDULE OR SCOPE OF THE SERVICES AT ANY TIME AT ITS ABSOLUTE DISCRETION IF THE NECESSARY APPROVALS ARE DENIED OR CANNOT BE SECURED IN A TIMELY MANNER.

APPENDIX 1 – DEFINITIONS AND INTERPRETATIONS

In this RFP, including the Appendices hereto, unless the context otherwise requires, the following words and expressions have the following meanings:

“**Addendum**” means an addendum to this RFP issued by the Designated Contact Person;

“**Advisor**” means the successful Proponent that enters into the Agreement with the Ministry for the Services;

“**Agreement**” means the written agreement resulting from this RFP executed by the Ministry and the Advisor; a draft of which is provided in the Information;

“**BD**” means Bermuda Dollars. The Bermuda Dollar is on par with the U.S dollar;

“**Board**” means the Board of Tourism appointed by the Minister of Business Development and Tourism;

“**Claim**” includes claims, actions, proceedings, causes of action, suits, debts, dues, accounts, bonds, warranties, claims over, indemnities, covenants, contracts, losses (including consequential losses), damages, remuneration, compensation, costs, expenses, grievances, executions, judgments, obligations, liabilities (including those relating to or arising out of loss of opportunity or loss of anticipated profit), rights and demands whatsoever, whether actual, pending, contingent or potential, whether express or implied, whether present or future and whether known or unknown, and all related costs and expenses, including legal fees on a full indemnity basis, howsoever arising, including pursuant to law, equity, contract, tort, statutory or common law duty, or to any actual or implied duty of good faith or actual or implied duty of fairness, or otherwise;

“**Closing Time**” means the date and time specified in section 3.2 of this RFP;

“**Competitive Selection Process**” means:

- (i) the procurement process for the Services and any part or stage of the procurement process, and includes this RFP, any Addenda, the Question and Answer Series, any Information, any and all processes relating to this RFP, any meetings, consultations, meetings and participation relating to or arising from this RFP, relationship review processes and the consultations, discussions, negotiations, closings and settling of agreements and documents relating to the Services and the Agreement; and
- (ii) activities, participation, continued participation, waivers, evaluation, exclusion, disqualification, determinations, opinions, rulings, reports, comments, advice, decisions, including rejection or acceptance of any responses, submissions, information, documents, Proposals, or any other proposals, whether they, or any of them, substantially satisfy the requirements of this RFP or otherwise;

involving the Ministry, the Restricted Parties, a Proponent, any subcontractors, suppliers, directors, officers, employees, consultants, advisors or agents, or any other person, in connection with the matters described in subsections (i) and (ii) of this definition;

“**Confidentiality Undertaking**” means a confidentiality undertaking with the Government to ensure the confidentiality of Competitive Selection Process.

RFP for the Development of National Tourism Plan

“Department” means the Bermuda Department of Tourism;

“Designated Contact Person” means the person named in section 2.2 of this RFP who has the authority to issue the RFP and manage the Competitive Selection Process on behalf of the Ministry;

“Government” means the Government of Bermuda;

“Information” means the information relating to the National Tourism Plan, the Services and the Agreement that the Ministry will make available to the Proponents in accordance with Appendix 5.

“The Ministry” means The Ministry of Business Development and Tourism.

“National Tourism Plan” means the *plan created by the Advisor which outlines Bermuda’s approach to managing and developing the tourism industry for the next five years and beyond*;

“Preferred Proponent” means a Proponent selected pursuant to this RFP to negotiate and enter into the Agreement;

“Proponent” means each individual or company that has been identified by the Ministry in accordance with section 2.3;

“Proposal” means the documents of a Proponent delivered to the Ministry offering to perform the Services as required under, and in response to this RFP, including Proponent registration documents, Parts A and B as described in section 3.3, and any additional information obtained by the Ministry in accordance with section 4.4;

“Proposal Delivery Office” means the Ministry office where Proposals shall be delivered, as specified in section 3.1 of this RFP;

“Question and Answer Series” means the questions submitted by Proponents and answers provided by the Ministry, as issued by the Ministry in accordance with section 2.5 of this RFP;

“Registration” means the Registration of Interest, by potential Proponents, in submitting a Proposal in response to this RFP. Registration does not obligate a potential Proponent to submit a Proposal;

“Restricted Parties” means those persons or firms (including their former and current employees) who had, or currently have, participation or involvement in the Competitive Selection Process or the National Tourism Plan in respect of the Services, and who may provide an unfair advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents, and includes those persons and firms referred to in Appendix 2, section 10 of this RFP;

“RFP” means this request for proposals;

“Services” means the services described in section 1.5 and in the Information; and

APPENDIX 2 – OTHER RFP TERMS AND CONDITIONS

1. NO OBLIGATION TO PROCEED

This RFP does not commit the Ministry in any way to select a Preferred Proponent or to enter into the Agreement and the Ministry may in its discretion at any time reject any one or all Proposals, and/or terminate this RFP and the Competitive Selection Process and procure the Services in some other manner.

2. PUBLIC ACCESS TO INFORMATION ACT 2010

As a Proposal will contain commercial information it will be exempt from disclosure under the Public Access to Information Act 2010.

3. OWNERSHIP OF PROPOSALS

All Proposals, including any documents submitted to the Ministry by a Proponent in connection with a Proposal or pursuant to this RFP, become the property of the Ministry and shall not be returned to Proponents.

4. CONFIDENTIALITY

As part of the registration process described in section 2.3 of this RFP, a Proponent must agree, on its own behalf and on behalf of each of its subcontractors, suppliers, directors, officers, employees, consultants, advisors and agents, to hold in confidence all information supplied by the Ministry in relation to this RFP and to execute a confidentiality undertaking acceptable to the Ministry.

In consideration of the opportunity to receive this RFP and to submit a Proposal, a Proponent and any person who has obtained a copy of this RFP shall indemnify and save harmless the Ministry and the Ministry's directors, officers, employees, contractors, consultants and agents from all claims, loss and damages arising out of failure to comply with this RFP and such confidentiality undertaking and all costs associated with or arising from those claims, loss and damage.

5. PUBLIC ANNOUNCEMENT

Except as required by applicable law, no prospective or registered Proponent shall issue any press release or make any public announcement or disclosure concerning this RFP, the Competitive Selection Process, the Agreement, the Services or the National Tourism Plan without the prior written consent of the Ministry.

6. NO LOBBYING

Proponents and their respective employees, contractors, directors, officers, advisors, consultants and agents or any individual member of any of them will not communicate or attempt to communicate directly or indirectly with The Ministry or KPMG, including any employees, directors, officers, agents or representatives of any of them during any part of the RFP, except as expressly directed or permitted by this RFP. Proponents will not engage in any form of political or other lobbying whatsoever with respect to the National Tourism Plan, or otherwise attempt to influence the outcome of the RFP. In the event of any such communications or lobbying, the Ministry may at any time, but is not required to, disqualify that Proponent or impose such conditions on that Proponent's continued participation in the RFP as The Ministry, at its discretion considers appropriate.

7. OBLIGATION TO DEAL IN GOOD FAITH

By submitting a Proposal, each Proponent agrees to deal with the Ministry and participate in the Competitive Selection Process in the utmost good faith.

8. CHANGES TO PROPONENTS

After delivery of a Proposal, changes in the ownership or control of a Proponent or any changes to any subcontractor or key team member named in the Proposal may only be made with the permission of The Ministry. The Ministry may, in its discretion, refuse or permit the proposed change, including granting permission on such terms and conditions as The Ministry considers appropriate.

9. RESTRICTED PARTIES

The persons listed in this section and their affiliates have been identified as Restricted Parties:

- Employees of the Ministry of Business Development and Tourism
- Members of the Board of Tourism
- KPMG

This is not an exhaustive list of Restricted Parties.

Additional persons may be identified as Restricted Parties, including by being added to the list during the Competitive Selection Process. Restricted Parties, their respective directors, officers, partners, employees, and affiliates are not eligible to participate as a Proponent, or advise any Proponent, directly or indirectly, or participate in any way as an employee, advisor, consultant, or otherwise in connection with any Proposal.

Each Proponent will ensure that it does not use, consult, include or seeks advice from any Restricted Party.

10. RELATIONSHIP DISCLOSURE AND CONFLICT OF INTEREST

As part of the registration process described in section 2.3 of this RFP, each Proponent must provide full disclosure of all relationships it or any of its subcontractors has with any Restricted Party, The Ministry, KPMG or any of their respective employees (both current or former), or individuals or firms who have been involved in the Competitive Selection Process that could constitute a conflict of interest or unfair advantage. For the purposes of this RFP, references to unfair advantage and similar terms include references to confidential information that is not, or would not reasonably be expected to be, available to all Proponents.

During the Competitive Selection Process, whether before or after delivery of the Proposal, each Proponent will notify The Ministry, by written notice addressed to the Designated Contact Person, promptly after becoming aware of any relationship it, or any subcontractor or key team member listed in its Proposal, has with any Restricted Party, The Ministry, KPMG or any of their respective employees (both current or former), or individuals or firms who have been involved in the Competitive Selection Process that could constitute a conflict of interest or unfair advantage.

At the time of disclosure of such relationship, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been or will be implemented to manage, mitigate, minimize, or eliminate any actual or potential conflict of interest or unfair advantage, as applicable, to the greatest extent practicable, and will provide such additional information and documentation and implement such additional measures as The Ministry may require in its discretion in connection with The Ministry's consideration of the disclosed relationship and proposed measures.

The Ministry may in its discretion waive any and all potential or actual conflicts of interest or unfair advantage. Any waiver may be upon such terms and conditions as The Ministry in its discretion requires to satisfy itself that the conflict, actual or potential, or impact or consequence of the relationship, as the case may be, has been appropriately managed, mitigated, minimized, or eliminated, including requiring the Proponent and affected persons, firms or organizations to put into place such policies, procedures, measures and other safeguards as may

be required by and are acceptable to The Ministry, in its discretion, and to ensure that any and all confidential information the Proponent or any team member thereof may have continues to be kept confidential and not disclosed or used except as expressly permitted by The Ministry.

Without limiting the generality of the foregoing, The Ministry may, in its discretion, require the Proponent to substitute a new person, firm or organization for the person, firm or organization giving rise to the potential or actual conflict of interest or unfair advantage, or who has the existing relationship.

The Ministry also may in its discretion disqualify any Proponent that in The Ministry's sole and absolute opinion has a conflict of interest or an unfair advantage, whether existing now or likely to arise in the future.

11. GOVERNING LAWS

This RFP will be governed, construed, and interpreted in accordance with the laws of Bermuda applicable therein and Proponents irrevocably attorn to the exclusive jurisdiction of the courts of Bermuda.

12. THE MINISTRY'S RIGHTS

Notwithstanding anything to the contrary contained in this RFP, The Ministry, in its discretion, may:

- a) accept or reject any Proposal based on the evaluation of the Proposal;
- b) waive informalities, irregularities (including erasures or alterations), qualifications, conditions, omissions, inaccuracies, misstatements or other deficiencies in, or failure of, a Proposal to conform to the requirements of this RFP (each a "Nonconformity"), and consider and accept a Proposal which contains one or more Nonconformities, whether or not any Nonconformity is substantial or material and would otherwise render such Proposal null and void or otherwise incapable of consideration;
- c) give preference to Proposals where the products, services or work methods are considered by The Ministry in its sole and absolute discretion to be environmentally superior, as well as cost effective, relative to products, services or work methods offered in other Proposals;
- d) reject, without necessarily proceeding with full evaluation, any Proposal that, in The Ministry's sole opinion:
 - (i) lacks adequate clarity or fails to provide sufficient information to enable The Ministry to carry out full and proper evaluation of that Proposal;
 - (ii) is technically or commercially unacceptable;
 - (iii) fails to establish that the Proponent has adequate financial and other resources to carry out the Services; or
 - (iv) fails to comply with any or all of the mandatory requirements set forth in this RFP.
- e) reject, without necessarily proceeding with full evaluation, any Proposal submitted by a Proponent who:
 - (i) in The Ministry's sole opinion, has, or if awarded the Agreement would have, an actual, apparent or potential conflict of interest or unfair advantage, unless the Proponent has provided the required written disclosure of the conflict of interest or unfair advantage in its Proposal and has also provided a detailed undertaking satisfactory to The Ministry, in The Ministry's discretion, for resolving the conflict of interest or unfair advantage if the Proponent is awarded the Agreement; or
 - (ii) to The Ministry's knowledge or belief, based on information deemed reliable by The Ministry, has breached any of the terms and conditions of this RFP, including the Confidentiality Undertaking;

- f) negotiate any or all terms and conditions of the Agreement with any one or more Proponents, but not necessarily all Proponents, and to do so serially or concurrently;
- g) negotiate and enter into the Agreement on terms and conditions different than those contained in this RFP and/or any Proposal;
- h) not enter into negotiations with any one or more Proponents;
- i) terminate negotiations with any one or more Proponents at any time;
- j) not disclose to any Proponent any details of its discussions and negotiations with any other Proponent;
- k) not award the Agreement to any Proponent;
- l) amend the scope of the Services and make any changes to the terms described in this RFP;
- m) extend, from time to time, any date, time period or deadline provided in this RFP, upon issuance of an Addendum;
- n) modify, postpone, cancel, suspend or terminate the Competitive Selection Process at any time for any reason, and re-advertise for new proposals, call for tenders, or enter into negotiations for the Services or for work of a similar nature;
- o) not offer the same or substantially the same or comparable terms and conditions of a proposed Agreement to more than one Proponent with which The Ministry may conduct negotiations; and
- p) award separate Agreements for different portions of the Services, to any one or more Proponents and to structure the evaluation and ranking of Proposals, including create more than one ranking list, as it in its discretion considers appropriate to facilitate the award of such separate Agreements, if any.

13. NO CONTRACTUAL OR LEGAL OBLIGATIONS

This RFP is not intended to constitute, or be interpreted as, a call for tenders, and the submission of a Proposal is not intended to create any contractual or other legal obligations or duties whatsoever owed to any Proponent by The Ministry, including any obligation or duty to accept or reject a Proposal, to enter into negotiations or decline to enter into or continue negotiations, or to award or not award the Agreement. Without restricting the generality of the foregoing, no contractual relations shall exist between The Ministry and any Proponent until the execution of the Agreement with that Proponent, except for any waivers, releases, exclusions or limitations of liability, confidentiality and/or indemnity obligations or other covenants or agreements expressly made, given or accepted by the Proponent in the Proposal or otherwise in connection with the Competitive Selection Process.

14. NO RELIANCE

Neither The Ministry nor any of the representatives of The Ministry, makes any representation, warranty, guarantee or endorsement, or has any liability, obligation or responsibility whatsoever in contract, tort or otherwise, with respect to the scope, quality, timeliness, accuracy, reliability, appropriateness, sufficiency, relevance or completeness of any information provided by The Ministry in connection with the Competitive Selection Process, this RFP, the Services or the National Tourism Plan or any statements, representations, assurances, commitments, or agreements which Proponents believe they may have received or reached with any stakeholders, interested parties, or other persons.

No actions or omissions, communications or responses, including information, statements, opinions, comments, consents, waivers, acceptance or approvals made or raised by or on behalf of The Ministry or any of its representatives, the Proponent any of the other Proponents, or any person, whether positive or negative, including if set out in any document or information provided by the Proponent, or its team members, any of the other Proponents, or any of their team members, in relation to any matter, including the Competitive Selection Process,

this RFP, the Services or the National Tourism Plan, at any time or times during the Competitive Selection Process will be binding on The Ministry or be relied upon in any way by the Proponent or its team members for any purpose whatsoever; be deemed or considered to be an indication of a preference by The Ministry or any representative even if adopted by the Proponent, or another of the Proponents, or will amend or waive any term of this RFP in any way for any purpose whatsoever, unless and only to the extent expressly incorporated by Addendum, or expressly set out in the Question and Answer Series, or included in Information.

By submitting a Proposal, each Proponent represents and warrants to the Ministry that its Proposal has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by the Proponent and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any information provided by the Ministry in connection with the Competitive Selection Process, this RFP, the Services or the National Tourism Plan.

Any and all use of or reliance upon, in any way whatsoever, any information, including as described in this section of this RFP or any statements, representations, assurances, commitments or agreements which Proponents believe they may have received or reached with any stakeholders, interested parties, or other persons will be at their sole risk and without recourse of any kind whatsoever against the Ministry or any of its representatives.

15. LIMITATION OF LIABILITY

Each Proponent, on its own behalf and on behalf of any subcontractors, in participating in the Competitive Selection Process under this RFP:

- a) agrees not to bring any Claim against the Ministry or any of its employees, advisors or representatives for damages, compensation or reimbursement for any matter in respect of this RFP or the Competitive Selection Process, including:
 - (i) if the Ministry accepts a non compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Competitive Selection Process;
 - (ii) if the National Tourism Plan or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the services or modification of this RFP or both) or the Ministry exercises any rights under this RFP; or
 - (iii) if the Ministry exercises any of the Ministry's rights set out in section 12 of this Appendix 2; and
- b) waives any and all Claims against the Ministry or any of its employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no Agreement is made between the Ministry and the Proponent for any reason, including without limitation:
 - (i) if the Ministry accepts a non compliant Proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the Competitive Selection Process;
 - (ii) if the National Tourism Plan or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the National Tourism Plan or modification of this RFP or both) or the Ministry exercises any rights under this RFP; or
 - (iii) if the Ministry exercises any of the Ministry's rights set out in section 12 of this Appendix 2.

This section 15 survives the completion of the Competitive Selection Process or termination of the RFP.

16. INTERPRETATION

References to this RFP or to the documents which make up the appendices to this RFP, or to any part of those documents, refer to the most current version of those documents, including all modifications, amendments, and Addenda thereto made and issued by the Ministry to Proponents.

Each appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

Headings or captions in this RFP are inserted for convenience of reference only and will not constitute a part of the document in which they are contained, and in no way define, limit, alter, or enlarge or otherwise affect the scope or meaning or interpretation of this RFP.

As used in this RFP, gender is used as a reference term only and applies with the same effect whether the parties are masculine, feminine, corporate or other form and unless the context otherwise indicates to the contrary, the singular includes the plural and the plural includes the singular.

In this RFP, the terms “include”, “includes”, “including” and others of like import will not be deemed limited by any specific enumeration of items but will be deemed to be without limitation, interpreted as if the term was “including without limitation” and as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

As used in this RFP, “must” or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration.

References in this RFP to “in the opinion of the Ministry”, “at the discretion of”, “in its discretion”, “in the discretion of the Ministry”, “in the Ministry’s discretion”, “in the sole opinion of the Ministry”, “the exercise by the Ministry of any right, power or remedy” or similar expressions when used in respect of the Ministry will be interpreted to mean the sole, absolute and unfettered, including unfettered by any implied or express duties of good faith or of fairness, discretion or opinion, as the case may be, of the Ministry.

APPENDIX 3 – SUBMISSION REQUIREMENTS

Proponents should submit the information described below in their Proposals, including the order, section headings and numbering.

Part A

A-1 CORPORATE PROFILE

For the Proponent and any team members, provide the following:

- office location(s), including street address, email address and main telephone number;
- number of years in business;
- overview of services offered;
- number of employees; and
- subsidiary companies including any Bermuda affiliated companies, or contractual relationships with third parties, for delivery of the Services.

A-2 QUALIFICATIONS AND EXPERIENCE

Briefly summarize relevant successful experience, identifying specific projects and including examples and/or documentation as appropriate, with the following:

A2.1 Strategic Planning, Marketing Development and Tourism Economic Impact

- a) Demonstrating your experience specific to successful strategic jurisdictional tourism planning and marketing development.
- b) Illustrating your experience in providing market research and development of branding;
- c) Illustrating your experience in tourism product and services development;
- d) Providing an example of a completed tourism strategic report.

A2.1.1 Knowledge of the Bermuda tourism market

- a) Summarize your knowledge of Bermuda's tourism market including relevant work assignments, research and marketing projects that are Bermuda-specific.

A2.2. Project and Relationship Management

- a) Supplying similar services for organizations of a similar size or projects of a similar scope as the Ministry. Include specific project examples with details on size and experience (services delivered) of the project team, length of the project, budget, issues encountered and resolved, successful key performance measurements set and attained, and any firms partnered with to deliver the solution.

- b) Working with/across multiple stakeholders, partners and/or contributors of varying levels of complexity for relationship management, collaboration, inputs and reviews within tight timelines. Provide organization chart or description of all participants, how communications/inputs were managed, any issues encountered and resolved, and any key learnings/expertise (if appropriate) gained through these past collaboration projects.

A2.3 Overall Quality

A-3 PROJECT TEAM STRUCTURE

Describe the proposed project team structure, including the proposed key team members (at a minimum, senior account lead, project manager, creative director, lead developer, usability specialist), with breakdown by seniority level and identifying how sufficient personnel and resources will be available to deliver on all requirements outlined in this RFP.

Provide an organizational chart and written description that highlights how the project team will be organized to work cohesively, including the reporting structure within the team and to the Ministry.

A-4 KEY TEAM MEMBERS

Describe the roles and responsibilities of all key team members identified in section A-5. Include description of key team members' (or if appropriate overall team to be assigned to the Ministry) prior experience working together. Provide resumes or bios for key team members, including job title, years of relevant experience, projects, qualifications, education, and any other pertinent information.

A-5 WORK PLAN

Based on the Services detailed in section 1.5 and further described in the Information, provide a draft project plan that provides the following:

- Key activities, estimated level of effort (hours) and duration anticipated to deliver the Services;
- Any key dates, deliverables and milestones your team anticipates as required to deliver the Services;
- Estimated budget of draft project plan; and
- Dependency estimates pertaining to anticipated reliance on/collaboration with other agencies/contributors, including assumptions, risks, efforts and budget estimates.

A-6 APPROACH

Provide sufficient information to allow a meaningful assessment of your corporate approach to delivering the Services, managing your team, resources and client needs.

Provide the following:

- **Project Management and Risk Management:**
Provide your step by step project management approach that you would apply to the development of the National Tourism Plan, including approach to overall project oversight, scheduling, resourcing, scope, budget, risk and change management (including processes, systems and certifications).

- **Organization Approach:**

Include any systems and consistent processes used to ensure greatest connectivity, progress monitoring and successful project delivery for your team and clients (e.g. standardized documentation, meetings, and other communication channels and practices), and how this would be used to deliver the Plan.

A-7 CLIENT REFERENCES

Provide three current client references that your Agency has provided comparable Services as the requirements outlined for the National Tourism Plan. Current clients should be those the Proponent is currently working with, or that the Proponent has provided services to within the last 12 months.

Provide the following information for each reference:

- client name;
- description of services;
- years of service;
- contact information (name, title, email address and phone number);
- similarity to The Ministry requirements;
- budget;
- key performance indicators and/or measurements; and
- awards or recognition received if applicable.

Part B

B-1 PRICE

Form 1 must be completed to provide an estimate per milestone, based on the anticipated resources required to complete each key activity to deliver the Services. A guaranteed maximum price must also be provided, which will be adhered to in order to deliver the defined scope within the RFP.

Form 2 must also be completed to provide further details with regards to expense estimates.

Form 1

Please express all amounts in BD\$

Work plan reference**	Name of team member	Position held	Rate per hour	Estimated number of hours (as per the work plan)	Fees (D x E)	Associated expenses***	Any other costs	Total Price (F+G+H)
A	B	C	D	E	F	G	H	I
Milestone 1*								
			BD\$		BD\$	BD\$	BD\$	BD\$
			BD\$		BD\$	BD\$	BD\$	BD\$
			BD\$		BD\$	BD\$	BD\$	BD\$
			BD\$		BD\$	BD\$	BD\$	BD\$
			BD\$		BD\$	BD\$	BD\$	BD\$
TOTAL PRICES FOR MILESTONE 1								
Milestone 2								
			BD\$		BD\$	BD\$	BD\$	BD\$
			BD\$		BD\$	BD\$	BD\$	BD\$
			BD\$		BD\$	BD\$	BD\$	BD\$
			BD\$		BD\$	BD\$	BD\$	BD\$
TOTAL PRICES FOR MILESTONE 2								

Explanatory Notes: Proponents are advised to note the exclusion of key activities or limitation of efforts which have been made in order to remain with the Ministry’s budget as part of the response to Part B.

*Prices should be split into milestones, with the total prices provided for each milestone. The number of milestones should reflect the Proposal provided by the Proponent (the above number is for illustrative purposes only).

**Include a numerical reference to the work plan step (as defined in requirement A-5) that the team member will be working on. There should be one line used for each work plan step. E.g., work plan step 1 – meet with Board and The Ministry officials to confirm schedule of meetings, deliverables, etc.

*** Expenses should be summarized as a subtotal in the table with a detailed breakdown provided within Form 2.

Form 2

Once the above table has been completed, the total values should be inserted into the table below and a guaranteed maximum price provided:

Total fees	Total associated expenses	Total other costs	Total Price
BD\$	BD\$	BD\$	BD\$

Guaranteed Maximum Price = BD\$ _____

Form 3 – Expenses Form

Please express all amounts in BD\$

Expense type	Number of team members	Estimated number of trips/nights per team member	Estimated cost per trip/night per team member	Total estimated cost (B x C x D)
A	B	C	D	E
Airfare			BD\$	BD\$
Hotel accommodation			BD\$	BD\$
Per diem allowances			BD\$	BD\$
Additional non-incidentals expenses			BD\$	BD\$
TOTAL ESTIMATED EXPENSES*				BD\$

*The total estimated expenses should equal the total amount provided within Form 1-Part A, Column G.

APPENDIX 4 – LIST OF THE MINISTRY OF RESEARCH AND INFORMATION

The following Bermuda-specific tourism research and industry information will be made available to the Advisor upon finalization of the Agreement.

1. Draft Strategic Imperatives

The Draft Strategic Imperatives document is scheduled to be completed by October 31, 2011 and encapsulates the Board's view of strategic priorities for re-invigorating Bermuda's tourism industry and proposes the high level direction for action over the next twelve to eighteen months. The document is being developed by the Board after an extensive consultation process with Bermuda's tourism industry stakeholders.

2. 2010 Exit Survey Flash Report

- Q1
- Q2
- Q3
- Q4
- Year End

A report derived from information gained from interviews with visitors (both air and cruise) and cruise staff. It is a snapshot of the detailed report (below) including age, average length of stay, accommodations used, most important factors for choosing Bermuda, satisfaction and expectation gauges, on-island expenditure, average spend, value, and future travel intentions.

3. 2010 Exit Survey Detailed Reports

- Winter 2009/10
- Spring 2010
- Summer 2010
- Fall 2010
- Year End 2010

A comprehensive version of the Flash Report above.

4. 2009 Tourism Satellite Report

A report that provides a framework to which direct tourism value added within the Bermuda economy can be compared with other industries in the Bermuda System of National Accounts.

5. 2010 Visitor Profile Reports / 2011 Year to date

- Q1
- Q2
- Q3
- Year End

Summary of visitors arriving by air including their geographic region, length of stay and purpose of visit.

6. Hotel List

A list of licensed hotel properties. Inclusive of hotel rooms, category, number of units, normal bed count and licensed bed count.

7. Tourism Board Minutes 2011
8. Tourism Stakeholder Meeting Notes
9. 2011 Sales and Marketing Activity Plan
10. Tourism relevant policies and legislation
11. Tourism authority reference documents from other jurisdictions

APPENDIX 5 – DRAFT AGREEMENT

The draft Agreement will be made available via an addendum.