

July 25, 2011

Request for Proposal to Provide Public Relations Services

Dear:

The Government of Israel, Ministry of Tourism in North America (“**IMOT**”) is pleased to invite you to submit a proposal for providing Public Relations Services for a bid currently being undertaken by IMOT, subject to the terms of this Request for Proposal (“**RFP**” or “**Tender**”). The IMOT, through its Commissioner for North and South America, will conduct this bid. Bids will be examined, in accordance with the Israel the Mandatory Tenders Law, 5752 - 1992, by a Tender Selection Committee.

1. General

IMOT in North America is in charge of all activities promoting Israel as a destination for tourism, in North and South America. IMOT is operating through its branches in Los Angeles, New York, Atlanta, Chicago, Toronto and Brazil. The goal of IMOT in North and South America is to increase and encourage more tourists from the general market, Jewish Market, niche markets and Christian market (Catholic and Evangelical) to come and visit Israel. The year of 2010 was considered to be a record year with 3.4 million tourists visiting Israel from all over the world, approximately 700,000 of which were tourists from the United States, 70,000 of which were tourists from Canada, 45,000 of which were tourists from Brazil and 20,000 of which were tourists from countries in South America other than Brazil.

Four U.S. airline companies and one Canadian airline company are operating direct flights to Israel (Delta, Continental/United, US Air, El Al, Air Canada) and all European carriers are operating indirect flights to Israel through different countries in Europe, including Turkey and

Jordan (e.g., Lufthansa, Iberia, British Airways, Jordanian Airlines, Egypt Airlines and Turkish Airways).

IMOT is operating through a variety of marketing channels including engaging with tour operators, travel agencies, Jewish organizations, Christian organizations and decision makers from different segments in order to cooperate, encourage and bring more tourists to Israel.

2. Tourists' Characteristics

2.1. Sources of information - Sources commonly used by tourists in their decision to travel to Israel are: (1) Travel Agencies - 47% of tourists indicated using the information provided to them by their Travel Agency in order to make a decision; (2) Internet - 27% of tourists indicated they were using Internet tools to make a decision; (3) friends and relatives - 14% of tourists indicated they were using information provided by friends and relatives from their home countries; and (4) Community Organizations - 6% of tourists indicated that they were using information provided to them by different Community Organizations.

2.2. Type of visit - 41% of tourists came to Israel with an organized tour. 34% of tourists came independently without making advance reservations for land arrangements whereas 25% of tourists bought a full package. For 53% of the tourists, this visit to Israel was their first ever, whereas 47% of tourists visited Israel more than once. 92% of tourists were visiting Israel as a sole destination, whereas 8% combined their tour with other destinations (e.g., 11% of the tourists combined their tour with a visit in Egypt and 2% of the tourists combined their tour with a visit in Turkey).

2.3. Reasons for visiting Israel - 38% of tourists indicated they were visiting Israel because of a religious pilgrimage; 17% of tourists indicated that they were visiting relatives; 15% of tourists indicated that they were visiting Israel while on business; 15% of tourists indicated that they were visiting Israel for pleasure and fun; and 13% of tourists indicated that they were visiting Israel for touring and vacation.

2.4. Destination in Israel - 72% of tourists stayed in hotels; 24% of tourists stayed with relatives and friends; and 2% of tourists stayed in hostels. The average stay in Israel is 8.4 nights. The most visited places in Israel are: Jerusalem (76%, Tel Aviv (54%), Dead Sea (49%), Tiberias 42%, Galilee 32%; Eilat 15% and Haifa 13%.

2.5. Reservations - Most of the reservations were made by tourists through travel agencies. 42% of reservations were made one month in advance; 31% of the reservations were made two to three months in advance; 24% of the reservations were made up to six months in advance; and 3% of reservations were made more than six months in advance.

2.6. Tourist satisfaction - Most of the tourists visiting Israel (92%) stated that the visit was very good or excellent. The average score given by tourists on a scale of 1-5 was 4.2.

2.7. Tourist age - 24% of the tourists visiting Israel were 55 years old or older; 28% of the tourists visiting Israel were between the age 45 years old and 54 years old; 37% of the tourists visiting Israel were between the age 25 years old and 44 years old; and 11% of the tourists visiting Israel were 24 years old and younger.

2.8. Tourists' average income and spending - The average amount spent in Israel at a typical eight days tour was \$1,090 per person. 54% of the tourists visiting Israel have an income which is above the average income in their home country; 43% of the tourists visiting Israel have an income which is equal to the average income in their home country; and 3% of the tourists visiting Israel have an income which is less than the average income in their home country.

2.9. Tourists' main interests - Tourists' interests in Israel include the following: culture, food and wine, adventures, the arts, archaeology, history and religion.

3. Scope of services

IMOT is contemplating that the Public Relations Agency chosen (the “**Agency**” or “**Entity**”) would assist in promoting tourism from the countries in North American to Israel for the period of four years, commencing August 1, 2011 (“**Term**”), unless terminated earlier according

to terms and conditions specified in the definitive agreement executed by the winning Bidder and IMOT (“**Definitive Agreement**”). The Agency would work in conjunction with IMOT’s advertising agency, IMOT’s media buying agency, the Christian advertising company and the six (6) Israel Government Tourist Offices in the Americas (North America offices and the Brazil office) (“**IGTO’s**”). During the Term of the Definitive Agreement, the IMOT would have the right to receive comparable services from other Public Relations Agencies, subject to the terms and conditions specified in the Definitive Agreement.

3.1. Strategic Public Relations Plan and IMOT Goals - The Agency chosen would be responsible for developing and implementing (after receiving IMOT’s approval) a Strategic Public Relations Plan in conjunction with the IMOT strategic marketing plan for the general market, Jewish market and niche markets, in order to achieve the following goals:

3.1.1. Promoting Israel as a tourist destination in an effort to positively change image perceptions.

3.1.2. Encouraging more tourists from North America and South America to come and visit Israel.

3.1.3. Increasing the number of tourists visiting Israel from the United States to reach projected target of approximately one million tourists in 2015.

3.2. Day to day responsibilities - In addition to the services set forth on Appendix F, the Agency chosen would be responsible for conducting, among other things, the following day to day activities in conjunction with the Strategic Public Relations Plan:

3.2.1. Planning and executing PR events to the end consumer and tourism trade companies and professionals;

3.2.2. Creating and managing a long term relationship with tourism trade companies and professionals;

3.2.3. Creating and managing a long term relationship with mass media publications, journalists, professional individuals and decision makers;

3.2.4. Pitching articles and news announcements/bulletins to journalists and various media (interactive printed, TV, Radio, and other relevant mass media);

3.2.5. Developing and maintaining Public Relations via social media and web design in conjunction with IMOT and IGTO personnel, while utilizing the www.goisrael website and other social networks.

3.2.6. Organizing press conferences for IMOT and IGTO's;

3.2.7. Organizing IMOT's participation in conventions, tradeshow and regional trade shows.

3.2.8. Assisting in planning journalist trips to Israel in conjunction with IMOT and the IMOT marketing department in Israel.

3.2.9. Promoting Israel to celebrities and public opinion makers;

3.2.10. Assisting and advising in creative advertising design for a variety of marketing materials and invitations to IGTO events;

3.2.11. Crisis Management assistance, including development and implementation of a communication plan regarding tourism in response to a negative event.

3.2.12. Handling the press at different IMOT and IGTO organized events.

3.2.13. Assistance in writing marketing materials and articles, designing a monthly newsletter, email blasts, pamphlets, brochures, letterheads, slogans and other material for a variety of publications.

3.2.14. Drafting press releases, sales letters and speeches.

3.2.15. Assisting and negotiating in co-branding projects;

3.2.16. Any additional activities or assignments, according to the marketing goals and the budget as may be needed, at any given time.

4. Main Tender Pre-qualifications, Terms and Conditions

4.1. A bidder ("**Bidder**") must comply with the following pre-qualifications in order to be considered as a candidate:

4.1.1. An incorporated entity with incorporation documents (or, if not a corporation, comparable organizational documents for the entity type).

4.1.2. Financial stability and strength; showing an annual turnover (i.e., revenues net of discounts and taxes) of at least 1.5 Million U.S. Dollars in the last 3 years, as evidenced on the Bidder's financial statements for such periods.

4.1.3. Existing branches and/or representatives on the West Coast of the United States and in Canada.

4.1.4. A staff of ten (10) or more full time employees with experience in public relations services.

4.1.5. Practical experience of at least 5 years in tourism destination management and/or the travel business and/or working with travel or tourism boards. These requirements may be met by a tourism expert employed, or to be employed by the Agency who is assigned to the IMOT account.

4.1.6. The Agency staff handling the IMOT account should include at least one high profile director with expertise in creating and implementing public relations strategies like those contained in the Public Relations Plan, and at least one senior expert who will be personally involved in the IMOT's account on a day to day basis. Both should have at least 5 years of practical experience in the PR field.

4.2. Additional conditions:

4.2.1. A Bidder will be required to demonstrate the following:

1. Familiarity with Israel characteristics and attributes.
2. Possessing excellent creative credentials in PR.
3. Proved experience in the social media field.
4. Proved knowledge in the media research field.

4.2.2. The selected Agency will be required to sign a Definitive Agreement with the IMOT based on the Key Business Terms attached hereto as Appendix A.

4.2.3. Failure to comply with any of the Tender's terms and conditions, or lack of documentation thereof may disqualify a bid.

4.2.4. No Bidder will be in the active service of handling a similar account for a destination competing with Israel. Competing destinations are: Greece, Egypt, Jordan, Turkey, Cyprus, Morocco, Tunisia, Malta, Palestinian authority, Abu-Dhabi, Lebanon, Syria, Iraq, Iran, Saudi Arabia, Yemen, and/or other Persian Gulf states, and shall not provide such services for a period during the term of the Definitive Agreement and for a period of one year following expiration or termination of the Definitive Agreement with the IMOT.

5. Submission of Documentation, and Declarations/Affidavits

5.1. The following **must** be submitted with the bid:

5.1.1. Profile of, history of, types of clients served by and special services provided by, Bidder (and of any Bidder affiliate or subcontractor which will deliver services to IMOT). A list of the Bidder's (and Bidder's affiliate's or subcontractor's, which will deliver services to IMOT) personnel, including bio's of the individuals who will be performing the required services, must be submitted. Organizational chart of Bidder with a list of the Bidder's different departments and branches in the U.S. and Canada (and organizational charts of Bidder's affiliate's or subcontractor's which will deliver services to IMOT).

5.1.2. Organizational documents of Bidder (and of any Bidder affiliate or subcontractor which will deliver services to IMOT) as specified in Section 4.1.1 above.

5.1.3. General overview of the Strategic Public Relations Plan proposed by the Bidder.

5.1.4. Proposed aggregate monthly (and annually, for each calendar year) retainer fee with an overview of the proposed programs, products and services that would be provided to IMOT. The IMOT will be responsible for payment of airfare and lodging expenses associated with trips by Bidder personnel delivering services to the IMOT under the Definitive

Agreement. Bidder will be responsible for all other travel expenses, and for all other costs and expenses associated with the services to IMOT.

5.1.5. Bidder also shall detail any proposed exceptions or clarifications to any element of this RFP that would offer IMOT value-add products and services.

5.1.6. Financial information will be used to evaluate the financial viability of each Bidder, and Bidder's affiliates if affiliates will perform services that are part of the bid, and any proposed subcontractors. IMOT requires confirmation that Bidder is prepared and willing to discuss detailed financial information if Bidder is selected to further discuss business opportunities with IMOT. Consolidated, audited income statements for operations, balance sheets, statements of cash flows, and other relevant data for the last three (3) fiscal years for Bidder, along with income statements for operations, balance sheets, statements of cash flows, and other relevant data for the last three (3) fiscal years for any legal entit(y)(ies) which will provide the services that comprise the bid must be provided with your bid.

5.2. Bidder shall provide responses to the Key Business Terms attached to this Tender as Appendix A.

5.2.1. Any supplemental documentation required under these Tender specifications, or that may be required to support statements made in the proposal or bid including without limitation Appendix attached to this RFP.

5.2.2. Three references of former clients who have had similar work done for them. Each reference should include the name of the contact person, address, telephone number, Email address, length of services and a brief description of the project completed for this client. IMOT/IGTO reserves the right to contact such references, and to request additional references if necessary.

5.2.3. Any additional information that has not been specifically requested in this invitation for bids, but is relevant to communicating the Bidder's capabilities.

5.3. Performance Bond

5.3.1. The Definitive Agreement will require the selected Agency to, upon signing the Definitive Agreement, deliver to the Ministry of Tourism of Israel a bank or surety bond to ensure the Agency's performance according to the Definitive Agreement ("**Performance Bond**").

5.3.2. The Performance Bond shall be an amount equal to 5% of the aggregate fees to be paid to the selected Agency over the Term of the Definitive Agreement.

5.3.3. The Performance Bond shall be irrevocable and unconditional, and shall be payable on demand to the benefit of the State of Israel – Ministry of Tourism.

5.3.4. The Performance Bond shall be valid for the Term of the Definitive Agreement, and for three (3) months following expiration or termination of the Definitive Agreement.

5.3.5. The IMOT will be permitted to execute this bond in the event the selected Agency materially defaults in its performance of the Definitive Agreement, as determined by IMOT's sole discretion, including if the account is not carried out by the professional personnel specified in Section 4.1.6 above.

6. Criteria for the Examination of a bid, and Winner Selection

6.1. Bids will be received by IMOT at the mailing addresses shown in Section 8.1 below until the dates and times, respectively, specified herein. IMOT may, at its discretion, leave unopened any bid received after the date and time specified for receipt of the bids. Any such unopened proposal will be returned to Bidder or destroyed by IMOT.

6.2. Notwithstanding anything in this RFP, the IMOT is not under any obligation to choose the lowest bid or any other bid and it reserves the right to negotiate with any or all Bidders, and to contract with more than one Bidder. IMOT also reserves the right to request clarifications from the Bidders. IMOT has the right, in its sole discretion to determine that a bid is unreasonable or incomplete, and to reject any such bid, or a bid that does not meet the

conditions of this Tender. Finally, IMOT has the sole right to select one or more Bidders for further discussion and clarification, reserves the right not to accept any submitted bid, and/or to cancel this Tender at any time, at its sole discretion.

6.3. The selection of the winning Bidder shall be the result of a competitive process, comprised of 5 stages, at the end of which a score table will be tallied with the cumulative score of stages 2-5:

6.3.1. Stage 1: The Preliminary Screening Stage

The Tender committee will examine whether a Bidder has qualified under the pre-conditions, as described in Section 4 above. Only those Bidders which comply with these pre-conditions will qualify to proceed to the Second Stage. This stage does not constitute a score in the initial or final scoring of the proposals.

6.3.2. Stage 2: Evaluation of the Bidder

The Tender committee will evaluate the quality of the bidder, in accordance with the criteria described in the following table:

Selection Criteria Quality Factor	Max Score	Possible score	Guidelines
Company Background	20%		
Bidder's experience in executing tourism destinations PR campaigns	8%	8% 6% 4% 2%	12 or more major projects 10 - 11 major projects 8 - 9 major projects 6 - 7 major projects *Major project defined as a marketing campaign of at least \$180,000 annually
Cumulative tourism PR experience of the staff that shall be providing services to IMOT on a regular basis	5%	5% 3% 1%	15 years or more 10 - 14 years of experience 5 - 9 years of experience
Previous professional experience in long term service of National Tourist Boards and/or Regional Tourist Offices	5%	5% 3% 1%	4 or more NTO/RTO's 2 - 3 NTO/RTO's 1 NTO/RTO *Long term experience defined as at least 3 years continuous service of an annual account of at least \$180,000

Previous professional experience in working with the Jewish community in the US and/or Canada having an affinity to Israel and constituting potential tourism	2%	2% 1% 0%	Experience - 3 - 4 major projects Experience - 1 - 2 major projects No experience *Major project - defined as a marketing campaign of at least \$35,000
TOTAL SCORE STAGE 2:	20%		

This stage will comprise 20% of the total score for the bid.

6.3.3. Stage 3: Evaluation of the Written Proposal

The Tender committee will evaluate the Bidder's PR strategy proposal according to the following criteria:

Selection Criteria Quality Factor	Max Score	Assigned score	Guidelines
Quality of Written Proposal	20%		
Research Paper	6%		The Tender Committee will analyze the company's ability to research and analyze relevant PR customers (consumer media, professional trade, Jewish, decision makers, celebrities, etc.) and their compatibility with the market brief, IMOT and IGTO objectives.
Public Relations Strategy	14%		The Tender selection committee will analyze the written PR strategy, based on proposed actions, anticipated results, suggested budgeting and compatibility with the market brief, IMOT and IGTO objectives.
TOTAL SCORE STAGE 3:	20%		

This stage will comprise 20% of the total score of the bid.

The overview of the Strategic Public Relations Plan should specifically address the following matters:

1. Image of Israel
2. Market evaluation according to different segments and target groups

3. Agency's Media Strategy
4. Creative Concept
5. Timing of campaign
6. The ability to provide full in house service
7. Utilizing Social Media

6.3.4. Based on the review of the material submitted and the combined score attained by the Bidders in Stages 2 and 3, the Tender committee will rank and select the top 5 scoring Bidders, as qualifying Bidders to participate in Stage 4. The minimum combined score required to qualify stages 2 and 3 and to continue to stage 4, will be a minimum of 28% out of the possible 40%.

6.3.5. **Stage 4: Evaluation of the Presentation**

The Tender committee will evaluate the Presentation given by the team that would be handling the IMOT account directly, based on the following criteria:

Selection Criteria Quality Factor	Max Score	Assigned score	Guidelines
Frontal Presentation	25%		The Tender committee shall evaluate the presentation based on the professionalism of the PR team - their knowledge of the US and Canadian media and consumer markets, knowledge of the Israel tourism product and their ability to satisfactorily answer questions posed by the committee.
TOTAL SCORE STAGE 4:	25%		

6.3.6. The Oral Presentation will be based on the written Public Relations Strategy Plan submitted in Stage 3, and should include a description of the process used for planning and implementation. The presentation should demonstrate the Bidder's experience in, and knowledge of, the travel market and Israel; present the qualifications of the Bidder and of the Bidder's personnel who will fill the key roles dealing with the IMOT account; present other

Public Relations campaigns carried out by the Bidder, which are relevant to the IMOT account; demonstrate the unique qualities and advantages that the Bidder wishes to emphasize to show their capabilities to address IMOT day to day Public Relations needs as specified above.

This stage will comprise 25% of the total score for the bid.

Presentations will be held at the IMOT offices in New York City in September of 2011. IMOT will use reasonable efforts to give each qualified Bidder notification of its presentation date two weeks in advance of such date.

6.3.7. After completing Stages 2 through 4, the combined cumulative scores of the qualifying Bidders shall be finalized and will comprise 65% of the total score of the bid.

6.3.8. **Stage 5: Evaluation of the Bid Price**

At this stage, the price bid envelopes for the proposed monthly retainer fee will be opened and the monthly retainer fee will be scored. The relative retainer fee scoring of qualified Bidders will comprise 35% of the total score for the bid. The lowest bid fee will serve as a benchmark, will receive the maximum score and will be used to calculate the score attainable for all other bids, according to the formula below:

Selection Criteria Quality Factor	Max Score	Assigned score	Guidelines
Cost Factor	35%		
Quoted Retainer	35%		$(\text{lowest} - \text{bid} \times 100) \times 35\%$ $(\text{current bid} \quad \quad \quad)$
TOTAL SCORE STAGE 5:	35%		

6.4. Following the Fifth Stage, the Tender committee will review scores received by the remaining Bidders. The Bidder with the highest cumulative score for stages 2-5 will be named as winner and the selected Agency in this Tender.

6.5. In case of a tied score between two Bidders, priority will be given to the Bidder with the higher score in Stage 2.

6.6. The IMOT Tender selection committee will notify the Bidders of its decisions. IMOT reserves the right not to accept the highest scored proposal, subject to the instructions of the Israel Tender Law and its Regulations.

6.7. The final score of each bid will be calculated in accordance with the following table:

Criteria	Score
Quality Score	
Retainer Fee Score	
Total	Final score

After evaluating and grading all of the bids/proposals, a final grade table will be formulated as follows:

Agency	Score
Winning Bidder	
2nd place bidder	
3rd place bidder	

7. Submissions of Proposals/Bids

7.1. The proposals must be sent to the following address and arrive no later than August 30, 2011:

Attn: Haim Gutin, Government of Israel, Ministry of Tourism
16th Floor, 800 second Avenue, New York, 10017

7.2. Bids may not be submitted by mail, fax or Email.

7.3. Bids must be submitted in 3 separate blank sealed envelopes with identical contents. Each envelope must contain 1 complete copy of the bid documentation and proposal. Each copy/envelope will also include a separate, sealed envelope containing the suggested price bid.

7.4. Please write the name and number of the Tender on the envelope as follows:

Public Relations Services Tender Proposal – IMOT Tender 15/2011

7.5. All material must be submitted in English.

7.6. All money sums / estimates / bids must be stated in United States Dollars \$.

8. Other Terms and Conditions

8.1. Requirements. This RFP may not represent IMOT's final requirements. IMOT reserves the right to supplement or amend the RFP, with notice of such supplement or amendment given to all Bidders then-participating in the RFP process. IMOT also reserves the right to withdraw this RFP and/or modify or cancel plans to proceed with this project. Further, IMOT reserves the right to waive any requirements specified herein if, in its opinion, such waiver would be in the best interest of IMOT. IMOT will not incur any obligation to any Bidder, except as provided in a Definitive Agreement executed and delivered by the parties (if any). IMOT has the right to consider and act on additional information that may come to its attention from any source.

8.2. RFP Issuance. This RFP is being issued via mail and email to a select group of Bidders as of July 25, 2011. Receipt of this RFP in no way constitutes a legal offer to enter into a business relationship. This RFP is not an offer or an order and does not bind IMOT to any future orders or obligations.

8.3. Cost of Bid. Any and all expenses and costs of any kind whatsoever incurred, directly or indirectly, by a Bidder in connection with responding to this RFP are the sole responsibility of the Bidder. IMOT is not under any obligation to pay Bidders for information received.

8.4. Validity of Response. Your response to this RFP will remain valid for one hundred and eighty (180) days after the date of submission. The contents of the Bid will be considered an offer to contract with IMOT pursuant to the terms of this RFP. Any and all portions of the Bid may be incorporated into a Definitive Agreement between IMOT and Bidder.

8.5. Discrepancies. Neither IMOT nor any IGTO is responsible for oral statements made by their respective employees, agents, or representatives concerning this RFP. Bidder is

solely responsible for examining this RFP and all attachments hereto, and drawing its own conclusions.

8.6. Key Assumptions. IMOT will rely upon representations made in the proposal. Bidder must therefore identify key assumptions and dependencies on which it has based its proposal. If no assumptions, dependencies or impacts are specified, IMOT will assume there are none.

8.7. Additional Term. Neither IMOT's nor any IGTO's request, nor your response to any such request, grants any rights of ownership, licenses, or any other intellectual property rights. Your response shall not be construed as creating any agency, partnership, joint venture, or any other such relationship with IMOT or any IGTO. Neither your participation in this RFP process, nor your disclosure of, or IMOT's receipt of, your proprietary information shall constitute or imply any promise or intention by IMOT to negotiate with you, to enter into a business arrangement with you with respect to your products, programs, or services.

8.8. Other Contracts. IMOT reserves the right to develop internally, or obtain from a third party, any products, programs, or services, or to contract directly with third-party vendors capable of meeting IMOT's requirements. IMOT also reserve the right to contract with more than one Bidder for the products, programs, and services.

8.9. Responsibility. It is the responsibility of all current and prospective Bidders to conduct their respective business with IMOT in conformity with sound business and ethical practices and avoid any questionable conduct that could bring discredit to any of the parties. IMOT may eliminate or disqualify a Bidder if in IMOT's sole discretion it believes that a Bidder has engaged in any questionable ethical behaviors or conduct. Additionally, Bidder must identify, in its response, any existing business relationships that Bidder or any of its affiliates has with IMOT.

9. The right to study the winning proposal

Any Bidder may request to keep in confidence all or parts of its proposal from the other bidders, in the event such parts contain professional or commercial secrets. The Bidder must attach an appendix to his bid specifying such parts. The Tender committee shall decide at its sole and complete discretion whether to grant the winner the right to withhold parts or its entire proposal confidential.

9.1. Confidentiality. The reproduction of any part of this RFP by photographic, electronic or other means is permitted only for the sole purpose of preparing the response to this RFP. If Bidder elects not to submit a proposal in response to this RFP, or if Bidder is notified that it is removed from consideration, then Bidder will immediately destroy or cause to be destroyed all IMOT confidential and proprietary information, and Bidder's notes, memoranda, summaries or other writings relating to IMOT proprietary and confidential information. Bidder is required to return or certify in writing that this information has been physically destroyed (i.e., permanently deleted, shredded or burned but not merely discarded).

Bidder shall not disclose this RFP or any portion of the information contained herein or any subsequently delivered materials or subsequent communications to any party other than Bidder's wholly-owned subsidiaries and/or subcontractors ("**Permitted Third Party**") that are directly involved in preparing the response to this RFP, provided that: (a) prior to any disclosure to any Permitted Third Party, such Permitted Third Party must first sign a confidentiality agreement that is no less restrictive than: (i) the confidentiality requirements of this RFP applicable to Bidder; and (ii) the Confidentiality Agreement; and (b) any Permitted Third Party must agree to comply with the terms of this RFP. At all times, IMOT must have from Bidder a current written list of all third parties that are Permitted Third Parties.

In addition, Bidder, its wholly-owned subsidiaries and prospective subcontractor(s) are required not to disclose the form or content of its proposal or reproduce or provide copies of its proposal to any other third party without the prior written consent of IMOT.

Upon submission, and notwithstanding any other agreement between IMOT and Bidder or any proprietary legend included in such submission, the contents of the submission will become the property of IMOT, exclusive of existing intellectual property rights of Bidder in trademarks, trade names, and service marks. IMOT and its representatives and designees shall have the right to modify, reject or use without limitation any or all of the ideas, suggestions or other intellectual properties from such materials and information, provided that it shall not disclose Bidder identifying information, including the pricing terms included in such materials to any other Bidder candidate.

10. Contact information, regarding clarifications and/or questions:

Any requests for tourism statistics, clarifications and/or questions regarding the bid must be submitted, **via email**, to:

Mr. Haim Gutin,
Consul for Tourism Affairs
Haimg@imot.org

Legal question should be referred to Sharon Carmeli at Sharonca@emus.gov.il

Any questions or requests for clarifications must be submitted no later than August 19, 2011. Questions or requests for clarifications received by IMOT after the said date shall not be answered.

APPENDIX A

Key Business Terms

Odwyerpr.com

Government of Israel, Ministry of Tourism in North America

**Request for Proposal
Key Business Terms**

July 2011

Odwyerpr.com

Key Business Terms

Set forth below are IMOT's requirements for key terms and conditions (the "Key Business Terms" or "KBTs") to be included in any Definitive Agreement to be entered into by IMOT and the Bidder, if Bidder is invited by IMOT to the contracting phase of the transaction. The Definitive Agreement, if any, will be prepared by IMOT and its legal counsel and advisors and will reflect these terms as well as others to be proposed by IMOT.

IMOT reserves the right to further modify any of the Key Business Terms at any time, and Bidder reasonably may expect to see the Key Business Terms expanded to include more detail, and to make the terms and conditions effectively operable, and will contain additional terms that are not presented in the Key Business Terms.

Bidder is instructed to respond to **each line item** to indicate whether it agrees ("Comply"), does not agree ("Do Not Comply"), or agrees conditionally ("Comply with Revisions" followed by a succinct, complete statement of proposed revisions redlined against the original Key Business Term). Note that IMOT has placed a "YES" response on those line items which are not negotiable. For any response of "Do Not Comply" (indicating non-agreement), the Bidder is instructed to propose its alternate provision. **DO NOT LEAVE ANY BLANK RESPONSES.** Any blank response to a line item will be interpreted as "Do Not Comply."

Bidder must provide clear, concise, and complete responses. Ambiguous or generic responses meant to reserve positions are not acceptable. Bidder should not postpone a response (e.g., "Bidder would be happy to discuss this at a later time"). Any ambiguous or postponed response will be interpreted as if Bidder's position is not compliant with IMOT's requirements for that term or condition. IMOT cautions you not to make such non-responsive statements. Please **DO NOT** merely reference your RFP response or other materials previously provided to IMOT. **DO NOT** reference in your response another agreement you may have entered into with IMOT.

FOR ANY PROPOSED REVISIONS TO THE KEY BUSINESS TERMS, BIDDER IS INSTRUCTED TO FULLY COPY THE ORIGINAL KEY BUSINESS TERM INTO THE "RESPONSE" COLUMN AND USE THE TRACK CHANGES FEATURE TO INDICATE ALL PROPOSED REVISIONS. FAILURE TO COMPLY WITH THIS PROCEDURE WILL RESULT IN THE REJECTION OF BIDDER'S TENDERED RESPONSE. Bidder will be evaluated on its substantive responses as well as its ability to follow these instructions. Do not use this as an opportunity to redraft the KBTs.

Unless and until a Definitive Agreement (if any) is executed by IMOT and Bidder regarding the subject matter of the RFP, neither of the parties will be under any legal obligation of any kind whatsoever with respect to the proposed terms and conditions below or with respect to the transaction contemplated. The distribution of these Key Business Terms will not give rise to any duty to negotiate or create or imply any other legal obligation. However, IMOT will rely on your responses provided below in its overall assessment of the proposals. In addition, IMOT expects to rely on answers provided below should IMOT decide to proceed to contract discussions with you.

ROW	KEY BUSINESS TERMS	COMPLY (Yes / No)	BIDDER RESPONSE
Section A	General Terms - Definitive Agreement; Non-Exclusive Agreement		
Row 1.	Following the selection of the finalists, IMOT will require the finalists to negotiate the terms of a Definitive Agreement. The Definitive Agreement will contain provisions memorializing the Key Business Terms, and such other terms and conditions as IMOT deems necessary or appropriate.		
Row 2.	The terms and conditions of the Definitive Agreement will reflect the IMOT objectives set out in the RFP, as well as the key representations made by Bidder in its proposal and related communications.	YES	
Row 3.	The Services in the scope of the Definitive Agreement will be provided by Bidder to IMOT on a non-exclusive basis and without any minimum commitment from IMOT as to the volume, scope or value of such Services.		
Section B	Services and New Services		
Row 4.	In addition to those activities, tasks and responsibilities specifically described in the Definitive Agreement and any statements of work, the “ Services ” will include any incidental services, functions or responsibilities not specifically described in the Definitive Agreement, but which are required for the proper performance and delivery of the services.	YES	
Row 5.	IMOT will have the right to approve in advance any change, action, or decision of the Bidder that may involve risk to IMOT.	YES	
Row 6.	It is anticipated that the Services will evolve and be supplemented, modified, enhanced or replaced over time to keep pace with advancements and improvements in the methods of delivering the Services. These changes will modify the “Services” and will not be deemed to result in New Services.		

ROW	KEY BUSINESS TERMS	COMPLY (Yes / No)	BIDDER RESPONSE
Row 7.	After IMOT and the selected Bidder sign a Definitive Agreement, Services requested by IMOT that (i) are materially different from the Services then being provided by Bidder, (ii) require materially different levels of effort, resources or expense from Bidder, and (iii) for which there is no current resource baseline or charging methodology, will be considered “ New Services ”.		
Row 8.	IMOT may elect to perform New Services for itself or contract with third parties to perform such New Services. Bidder may be invited to bid on the provision of such New Services, as appropriate. To the extent possible, the Bidder should include in its proposal the very competitive rates at which it will perform New Services. The proposed pricing for New Services must be no less favorable to IMOT than the pricing and labor rates for the original Services and must take into account the existing and future volume of business between the Bidder and IMOT.	YES	
Row 9.	IMOT may identify new or additional work activities to be performed by Bidder personnel then assigned to IMOT (including work activities that would otherwise be treated as projects or New Services) or reprioritize or reset the schedule for existing work activities to be performed by such Bidder personnel. Unless otherwise agreed, IMOT will incur no additional charges for the performance of such work activities by existing Bidder personnel. Bidder will use commercially reasonable efforts to perform such work activities without impacting the established schedule for other tasks or negatively impacting the performance of the Services. If it is not possible to avoid such an impact, Bidder will notify IMOT of the anticipated impact and obtain its consent prior to proceeding with such work activities. IMOT, in its sole discretion, may forego or delay such work activities or temporarily adjust the work to be performed by Bidder, or the schedules associated therewith to permit the performance of such work activities by existing Bidder personnel.		
Section C	Collaboration		
Row 10.	IMOT anticipates that the selected Bidder will perform all of the Services described in this RFP. However, IMOT reserves the right, at any time, in its sole discretion, to	YES	

ROW	KEY BUSINESS TERMS	COMPLY (Yes / No)	BIDDER RESPONSE
	in-source or to contract with third parties to perform any part of the Services or to perform such Services for itself. Bidder will be expected to cooperate with such third parties and IMOT.		
Row 11.	Bidder will cooperate fully with IMOT or with any third party appointed by IMOT to the extent that such cooperation may be necessary to permit IMOT or such third parties to complete any work related to or impacted by the Services provided by Bidder under the Definitive Agreement.	YES	
Section D	Continuous Improvement, Review of Services, Benchmarking		
Row 12.	Generally, Bidder will commit to continuously and incrementally improving its performance of the Services consistent with developments in the market for services similar in scope, scale and geographic coverage.		
Row 13.	Annually, Bidder will identify for IMOT any technologies and business process best practices that have emerged (within Bidder's organization or within the market generally), that, if implemented by IMOT (or by Bidder on IMOT's behalf) would materially benefit IMOT in terms of cost or fee reductions or performance improvement. If requested by IMOT, within sixty (60) days, Bidder will provide IMOT with proposals for the implementation of such technology (or technologies) and business process best practices in a manner consistent with the change control procedures.		
Row 14.	Annually, Bidder will review the fees for Services with IMOT in comparison to the general market (including Bidder's portfolio of clients) and if the fees under the Definitive Agreement are not within the bottom quartile of the general market, the parties will discuss modifying the fees for Services provided to IMOT to be within the bottom quartile of the general market on a prospective basis.		
Row 15.	If the parties fail to agree on the market competitiveness of the fees for the Services pursuant to Row 14 above, then IMOT may, at its expense, retain and use a	YES	

ROW	KEY BUSINESS TERMS	COMPLY (Yes / No)	BIDDER RESPONSE
	<p>specialist third party ("Benchmarker") to benchmark Services Provider's fees for any element of the Services, selecting such a Benchmarker from a list of industry recognized Benchmarkers or as otherwise mutually approved by IMOT and Bidder and attached to the Definitive Agreement. Promptly following the completion of the benchmarking, Bidder will adjust the fees for benchmarked services in accordance with the results of the benchmark to bring them back within the bottom quartile of the market range for the provision of services similar in scope and performance requirements to the benchmarked services. Bidder's failure to participate in or implement such a price adjustment will be deemed to be a material breach of the Definitive Agreement.</p>		
Section E	Bidder Personnel		
Row 16.	<p>Bidder acknowledges that certain of the Bidder employees and Subcontractors are critical in providing the Services ("Key Positions"). With respect to Key Positions, the parties agree as follows:</p>		
Row 17.	<p>(i) Each individual in a Key Position will be dedicated to the IMOT account in accordance with the requirements set out in a mutually-agreed schedule to the Definitive Agreement;</p>		
Row 18.	<p>(ii) Before assigning an individual as a Key Position, whether as an initial assignment or as a replacement, Bidder will (a) notify IMOT of the proposed assignment, (b) introduce the individual to appropriate representatives of IMOT, (c) provide IMOT with a resume and any other information regarding the individual that may be reasonably requested by IMOT, (d) allow IMOT to interview the individual, and (e) obtain IMOT's approval for such assignment;</p>		
Row 19.	<p>(iii) Bidder will not replace or reassign an individual assigned to a Key Position (except as a result of voluntary resignation, involuntary termination for cause, serious illness, disability or death, leave pursuant to law) for the applicable time period set out in a mutually-agreed schedule to the Definitive Agreement following</p>		

ROW	KEY BUSINESS TERMS	COMPLY (Yes / No)	BIDDER RESPONSE
	the date of his or her assignment to the IMOT account, unless IMOT consents in writing to such reassignment or replacement of such individual; and		
Row 20.	(iv) Bidder will not assign any individual in a Key Position to the account of a competitor of IMOT without IMOT's consent for a period of 12 months following the date that such individual is removed from, or ceases to provide services in connection with, IMOT's account.		
Row 21.	All of the individuals that Bidder appoints to perform Services to IMOT under the Definitive Agreement (" Bidder Personnel ") will have suitable training and functional and language skills necessary to perform the Services assigned to such individuals.		
Row 22.	IMOT will have the right from time to time to require Bidder to remove any member of the Bidder Personnel from working on the IMOT account with or without cause, provided that Bidder may request to have a discussion regarding such removal, which discussion must be held within a reasonable time period, not to exceed five (5) days. At the end of such period, if IMOT desires the person to be removed, Bidder will complete such removal within twenty-four (24) hours, or as agreed by the parties, and replace such individual as soon as practicable at no cost to IMOT.	YES	
Row 23.	Notwithstanding anything in the Definitive Agreement, Bidder has exclusive control of the hiring, termination and right to discipline or reward Bidder Personnel (and in the case of Bidder Personnel who are employees of a subcontractor, such subcontractor). The Bidder will at all times ensure that no employment, labor or agency relationship is established between Bidder Personnel and IMOT.	YES	
Row 24.	Bidder will also cause Bidder Personnel to comply at all times with IMOT policies and procedures referenced in the Definitive Agreement and the other provisions of the Definitive Agreement. All acts and omissions of Bidder Personnel will be deemed to be the acts and omissions of Bidder. Bidder will be fully responsible for such acts and omissions in connection with the Definitive Agreement, such individuals' employment, the Services, Resources, or IMOT Data, including any	YES	

ROW	KEY BUSINESS TERMS	COMPLY (Yes / No)	BIDDER RESPONSE
	tortious or criminal acts or omissions relating thereto.		
Section F	Compliance with Law		
Row 25.	Bidder will be responsible for compliance with (a) laws applicable to Bidder and its business, (b) laws applicable to the performance and delivery of the Services, and (c) privacy and security laws to which any IMOT data is subject (“ Bidder Regulatory Requirements ”). Bidder shall comply with, and the Bidder Regulatory Requirements shall include, the Foreign Corrupt Practices Act.	YES	
Row 26.	Bidder will be responsible for any fines or penalties imposed on Bidder or IMOT resulting from any failure of Bidder or its subcontractors or third party product or Bidders to comply with Applicable Law, or respond in a timely manner to changes in such Applicable Law.	YES	
Section G	Consents and Intellectual Property Rights		
Row 27.	Bidder will have financial and administrative responsibility for obtaining and maintaining all consents and any additional licenses that may be necessary for IMOT to secure any rights of use of or access to any assets required by Bidder in providing the Services.	YES	
Row 28.	IMOT will own any new intellectual property created by Bidder in the course of its provision of the Services. Bidder will retain ownership of any pre-existing intellectual property it owns prior to the effective date of the Definitive Agreement or that is developed independently from the Definitive Agreement.	YES	
Row 29.	Upon expiration or termination of the Definitive Agreement and after any termination assistance period, Bidder hereby provides IMOT a perpetual, worldwide, non-exclusive, royalty-free, fully paid up license to use any and all Bidder intellectual property necessary for IMOT to continue to provide and receive services that are the same as or similar to the Services and otherwise enjoy deliverables and	YES	

ROW	KEY BUSINESS TERMS	COMPLY (Yes / No)	BIDDER RESPONSE
	materials provided under the Definitive Agreement without interruption or loss of quality, whether or not Bidder generally makes such intellectual property commercially available. Such license includes the rights of use for any third party appointed by IMOT to deliver services that are the same as or similar to the Services; except that neither IMOT nor any third party will be licensed to use Bidder's intellectual property on a stand alone basis for commercial purposes other than in the delivery of service to IMOT.		
Section H	Term, Termination and Termination Assistance Services		
Row 30.	The initial term of the Definitive Agreement will be three (3) years, extensible at IMOT's option for up to two (2) years thereafter, on the terms and conditions in effect at the date of the extension and utilizing pricing to be negotiated but consist with and no less favorable than the pricing in effect at the date of the extension.		
Row 31.	Bidder's right to terminate IMOT will be limited to uncured non-payment of undisputed fees in excess of a mutually agreed threshold. IMOT may terminate for cause the Definitive Agreement, in whole or in part, by giving written notice to Bidder, as of a date specified in the notice of termination without penalty or payment to Bidder and will further have the right to seek damages from Bidder if Bidder: (i) commits a material breach of the Definitive Agreement that is not cured within thirty (30) days after receipt of written notice of the breach from the applicable IMOT; (ii) commits a material breach of the Definitive Agreement which is not capable of being cured within thirty (30) days; or (iii) commits numerous breaches, whether or not each such breach is a material breach, and whether or not each such breach was cured, will be deemed to be a material breach.		
Row 32.	IMOT may terminate the Definitive Agreement at any time, in whole or in part, upon thirty (30) days written notice for convenience.		
Row 33.	IMOT may terminate the Definitive Agreement at any time, in whole or in part, upon thirty (30) days written notice upon the occurrence of:		

ROW	KEY BUSINESS TERMS	COMPLY (Yes / No)	BIDDER RESPONSE
Row 34.	(i) a material adverse effect in Bidder's financial condition, or		
Row 35.	(ii) any of following occur with respect to Bidder: (A) Bidder files, or announces that it intends to file, a petition under any section or chapter of any applicable bankruptcy or insolvency law; (B) an order or petition is filed against Bidder under any such laws (provided that such petition is not dismissed within ten (10) days of filing); (C) Bidder becomes or is declared insolvent, or are unable to pay its debts as they become due; (D) Bidder is the subject of any proceedings related to liquidation, insolvency or the appointment of a receiver or similar officer for all or a substantial part of Bidder's assets; (E) Bidder makes an assignment for the benefit of all or substantially all of its creditors; (F) Bidder enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations; (G) Bidder or its shareholders or creditors takes any other action looking to Bidder's dissolution or liquidation.		
Row 36.	IMOT may terminate the Definitive Agreement by giving Bidder at least thirty (30) days prior notice and designating a date upon which such termination will be effective In the event of a change in control of Bidder.		
Row 37.	Bidder will not abandon or willfully refuse to provide any of the Services. Subject only to a court's finding as to the merits of IMOT's action relating to a breach of the foregoing, the parties agree to injunctive relief to cause Bidder to continue provision of the Services and, to the extent relevant, Termination Assistance Services without requiring IMOT to post a bond.		
Row 38.	IMOT will have the right to receive termination assistance services from Bidder upon request after notification of any partial or whole termination or expiration of the Definitive Agreement (" Termination Assistance Services "), and such Termination Assistance Services for a period of up to 9 months (" Termination Assistance Period "). The Termination Assistance Services will include (i) Bidder's continued provision of the Services in compliance with the Definitive Agreement (the " Continuation Services ") and (ii) Bidder's provision of all assistance reasonably		

ROW	KEY BUSINESS TERMS	COMPLY (Yes / No)	BIDDER RESPONSE
	<p>necessary to aid the successful transfer of the affected Services from Bidder to IMOT or to any new provider selected by IMOT (the “Transfer Services”). The Transfer Services will first be rendered using Bidder Personnel already working on IMOT’s account and included within the base fees (and to the extent necessary, if IMOT permits reprioritization of the Services); and then using additional resources at costs determined by a rate card attached as a Schedule to the Definitive Agreement. Notwithstanding the foregoing, if IMOT is terminating for cause, then no Termination Assistance Service fees will apply with respect to Transfer Services.</p>		
Section I	Indemnities and Warranties; Insurance		
Row 39.	<p>Bidder agrees to indemnify, defend and hold harmless IMOT, its affiliates and their respective officers, directors, employees, agents, representatives, successors, and assigns from any and all losses and threatened losses due to third party claims arising from or in connection with any of the following:</p>	YES	
Row 40.	<p>(i) Bidder’s breach of its obligations with respect to IMOT confidential information or IMOT Data;</p>	YES	
Row 41.	<p>(ii) Bidder’s violation of (A) Laws or any common law protecting persons or members of a protected class or category, including laws or regulations prohibiting discrimination or harassment on the basis of a protected characteristic; and (B) Laws or any common law protecting employees or workers;</p>	YES	
Row 42.	<p>(iii) Claims arising out of or related to the inaccuracy, untruthfulness or breach by Bidder of any representation or warranty set forth in the Definitive Agreement;</p>	YES	
Row 43.	<p>(iv) Claims of infringement of any patent, trademark, copyright or other proprietary right, or misappropriation of any trade secret, by any process used by Bidder, or materials provided by Bidder, in connection with the Definitive Agreement, the Services, Bidder owned software, third party software/materials, developed</p>	YES	

ROW	KEY BUSINESS TERMS	COMPLY (Yes / No)	BIDDER RESPONSE
	materials or equipment provided or used by Bidder under the Definitive Agreement;		
Row 44.	(v) Bidder's failure to comply with Laws under the Definitive Agreement;	YES	
Row 45.	(vi) Claims arising by or from government regulators or agencies for fines, penalties, sanctions, underpayments, interest, or other remedies to the extent such fines, penalties, sanctions, underpayments, interest, or other remedies relate to Bidder's failure to perform any of its responsibilities;	YES	
Row 46.	(vii) Claims arising out of or relating to the Services brought by Bidder personnel/contractors, subcontractors, or Bidder or subcontractor personnel, except to the extent that such claim arises out of an act or omission of IMOT;	YES	
Row 47.	The Definitive Agreement will include mutual corporate representations and warranties (e.g., good standing, duly incorporated, authorization). In addition, Bidder will provide IMOT representations and warranties addressing topics including: (i) no inducements or bribes, (ii) compliance with law, (iii) qualification and capacity of Bidder personnel and resources, (iv) cost effective and efficient performance, and (v) intellectual property ownership and rights.	YES	

APPENDIX B

Bid Price Proposal Form – Tender 15/2011

We, the undersigned _____, _____, being duly authorized to sign this proposal on behalf of the Agency _____, hereby declare that we have read and understood the TENDER and its obligations, and we hereby submit our price bid proposal.

a) **Retainer**

The proposed monthly fee is: _____ Dollars.

The retainer shall include all services required and mentioned in the Tender, Appendix F and the Key Business Terms (Appendix A), and expenses, including, but not limited to, all travel expenses (except airfare and lodging), overhead costs, monitoring charges, out of pocket expenses, research, activity reports, telecommunication, faxes, copies, shipments as may be required for the proper performance of the Bidder's duties under this Tender, and creative fees.

b) **We shall supply a minimum of ___ hours of monthly services to IMOT. At**

least 50% of the time dedicated shall be provided by one of our senior experts and by one of our high profile directors as described in Sections 4.1.5 and 4.1.6 of the Tender who will both be personally involved in the IMOT's account on a daily basis.

I the undersigned, _____ hereby declare and state that the above declarations are true and correct to the best of my knowledge, information and belief.

Name of Bidder

Title

Signature

Date

APPENDIX C

Statement - Experience of Bidder

I the undersigned _____, hereby declare the following:

We have at least 5 years of practical experience in Tourism Destination Management and/or

The travel business and/or working with travel or tourism boards **OR** that the Agency is planning to hire a tourism expert to be assigned to the IMOT account. (Please indicate which applies)

We have performed similar services to following clients: (Pursuant to Section [] to the Tender please indicate with respect to each reference the following information: (1) the name of the contact person; (2) address; (3) telephone number; (4) Email address; (5) Length of services and a brief description of the project completed for this client).

Receiver of services	
Name of contact person	
Address	
Telephone number	
Email Address	
Length of services (including dates)	
Description of services	

Receiver of services	
Name of contact person	
Address	
Telephone number	
Email Address	

Length of services (including dates)	
Description of services	

Receiver of services	
Name of contact person	
Address	
Telephone number	
Email Address	
Length of services (including dates)	
Description of services	

Additional references or relevant information Bidder wishes to provide _____

Name of Bidder

Title

Signature

Date

APPENDIX D

Conflict of Interests Affidavit

Affidavit of _____:

I am the [title] _____ and the duly authorized representative of _____ [name of business] and I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting, hereby declare and approve that _____ [name of business] is not in the active service of handling a similar account for a destination competing with Israel (as defined below) and shall not do so during the term of that certain Agreement with IMOT, and for a period of one year following expiration or termination of such Agreement.

Competing destinations are: Greece, Egypt, Jordan, Turkey, Cyprus, Morocco, Tunisia, Malta, Palestinian authority, Abu-Dhabi, Lebanon, Syria, Iraq, Iran, Saudi Arabia, Yemen, and/or other Persian Gulf states.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By: _____

APPENDIX E

Affidavit

Affidavit of _____:

I am the [title] _____ and the duly authorized representative of _____ [name of business] and I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting, hereby declare and approve that:

1. All information provided and presented in this proposal is true and correct and no relevant information has been omitted.
2. The Bidder is not the subject of receivership and/or bankruptcy and/or winding-up and/or debt settlement proceedings – permanent or temporary – and is not aware of any intent by a third party to file for such proceedings as a result of the Bidder's default on any debt, and the Bidder itself has no intent to file or apply for such proceedings.
3. There is no outstanding or pending criminal procedure or prior conviction against the Bidder, its officers or any company controlled by it or its officers' or any previous company, under whose name the company operated during the preceding 5 years for a felony offense – including avoidance of tax, money laundering, payment or receipt of a bribe, or fraud or deception.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By: _____

APPENDIX F

SERVICES

PROJECT	ACTIVITY
TRADE SALES & MARKETING	
Activity Plan and Budget Preparation	Design and implement strategic activity plan
Weekly Media Report	Weekly report on news, updates and trends in the country including economic updates and travel trade updates to be provided every Friday
Monthly Trade and PR Activity Reports	<p>Provide IGTO with regular updates on completed, ongoing and upcoming activities</p> <p>To reflect contracted team resource allocation</p> <p>Report on meetings held and results achieved as well as progress with ongoing campaigns</p>
Travel Trade and Consumer Enquiries	Provide the travel industry and interested consumers with required information regarding Israel
Product Analysis	<p>Brochure audit both online and print</p> <p>Analyze current product offering and placement with key tour operators featuring Israel</p>
PUBLIC RELATIONS	
360° media review	<ul style="list-style-type: none">• 12 month press cutting review and summary report to be established• Media opinion survey to be conducted• Establish three core markets to focus the PR strategy on – Supporters (who we need to keep warm), Influencers (key media not talking about Israel at the moment but are potentially interested), and the Unenthusiasts (not covering Israel and not a fan)
Press Releases	Monthly press release to be distributed. Press release topics to include product updates on new accommodation, tours and activities opening in Israel and marketing/trade news, as well as themed releases
Press Trips	To work alongside the Israel head office in securing and arranging individual and group media visits. Including Information gathering and processing (brief overview, biographies, facts and figures, statistics, quotations, etc.). Preparing and updating press-kits (text writing).
Press trip feedback	To develop a way of following feedback from all trips – for both IGTO and

form	suppliers
Celebrity Visit	Working alongside the Israel head office, arranging for at least 6 celebrities to visit Israel yearly
Jewish Community Outreach	Develop relationships with key Jewish market publications, trade and key community leaders ensure a regular drip feed of relevant information Promote the Birthright program through key publications
Crisis Management	On an ongoing reactive basis, the company will act to control all messages and act as the spokesperson where necessary

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