

Request for Supplier Qualification

Name of Competition:	Canadian and International Human Resources Consulting Services Roster
Competition Number:	DC-2023-PO-11
Closing Date and Time:	January 16, 2024, 14:00 Pacific Time (PT)
Contracting Authority:	Paulina Orozco, Procurement Advisor 604-638-8372 procurement@destinationcanada.com

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CANADA 



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Quebec

As storytellers and representatives of Canada's tourism sector, we recognize our position of influence, and the importance of our work, workplace and workforce in reflecting the many voices and places that make up Canada.

At Destination Canada, we acknowledge the Indigenous Peoples of all the lands that we work and live on. We do this to reaffirm our commitment and responsibility in improving relationships between Nations and our own understanding of local Indigenous Peoples and their cultures. From coast to coast to coast, we acknowledge the territory of the First Nations, Métis and Inuit people who have called this place home for generations beyond measure.

SECTION A – INTRODUCTION

The Canadian Tourism Commission, doing business as Destination Canada ("DC"), is Canada's national tourism organization and a Crown corporation of the federal government. DC supports the Canadian tourism industry by:

- sustaining a vibrant and profitable Canadian tourism industry;
- marketing Canada as a desirable tourist destination;
- supporting a cooperative relationship between the private sector and the governments of Canada, the provinces and the territories with respect to Canadian tourism; and
- providing information about Canadian tourism to the private sector and to the governments of Canada, the provinces and the territories.

At Destination Canada we believe in the power of tourism.

Our aspiration is to enhance the wealth and wellbeing of Canadians and enrich the lives of visitors.

Our mission is to influence supply and build demand for the benefit of locals, communities and visitors through leading research, alignment with public and private sectors, and marketing Canada nationally and abroad. In collaboration with our partners, we promote Canada as a premier four-season leisure and business tourism destination around the country and world.

Destination Canada's approach focuses on markets where Canada's tourism brand leads and yields the highest return on investment. We use research to drive our evidence-based marketing in ten key geographic leisure source markets: Australia, Canada, China, France, Germany, Japan, Mexico, South Korea, United Kingdom and the United States. In addition, our Business Events team leverage in-depth global market analysis to target international clusters aligned with Canada's priority economic sectors.

We believe that Canada's diversity, its greatest asset, is also, what touches travellers' hearts most deeply. To that end, we are committed to inclusive leadership within our workforce, workplace, and interactions with partners and travellers alike.

For further information, visit <http://www.destinationcanada.com>.

A1. Purpose and Intent

The purpose of this Request for Supplier Qualification (the "RFSQ") is to solicit proposals for Canadian and International Human Resources Consulting Services. See Statement of Work (Section C) for detailed requirements.

It is DC's intent to develop a roster of pre-qualified proponents (the "Roster") which will be utilized as required to meet DC's needs. At the final outcome of the RFSQ process, the proponents selected for the Roster ("Contactors") may be required to collaborate with DC's other service providers and partners to ensure that public relations and communications services are consistent with DC's mandate, brand and corporate strategy.

This procurement process is not intended to create and does not create a formal binding bidding process whereby every proponent is deemed to have entered into a "Contract A" with the DC. Instead, the process is intended to enable DC to learn what proponents can offer by way of goods or services in response to the DC's Statement of Work. Depending on the number and variety of responses, the DC will subsequently negotiate with those proposals that best serve its needs, as determined by the DC.

By submitting a proposal, a proponent agrees to this negotiated process and agrees that they will not bring a claim against DC with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFSQ.

In summary, this RFSQ is issued solely for the purpose of obtaining proposals and developing a Roster. Neither the issuance of this RFSQ nor the submission of a proposal implies any obligation by DC to enter into any agreement. The intent of this RFSQ is to identify those vendors capable of meeting DC's requirements and with whom a final agreement may be negotiated.

A2. Roster Term

Qualified proponents that demonstrate the ability to meet the requirements identified in this RFSQ may be included on DC's Roster. The initial contract term for proponent inclusion on DC's Roster may be for a period up to four (4) years, with an option to extend on an annual basis by DC for a total period not to exceed another three (3) years, at DC's sole discretion. The total period of the Roster (initial term plus any extensions) is not to exceed seven (7) years. DC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Contractor.

A3. Standing Offer Agreement

Any proponent, who is selected for the Roster, will be required to enter into a mutually agreeable non-exclusive standing offer agreement ("SOA") with DC. Each individual future project or service requirement would then be initiated by way of a Statement of Work ("SOW"), which will set out the specifics of the project or service and will be governed by the terms and conditions of the SOA. Proponents should note that execution of a SOA with DC pursuant to this RFSQ does not guarantee that any work will be issued to that proponent.

A4. Roster / SOA Process

The Roster will be utilized as required, at DC's sole discretion, to meet DC's needs. DC does not guarantee business or make any guarantee of the value or volume of work that may be assigned to any proponent that has qualified for the Roster. See Section H for conditions set out by DC for using Rosters and SOAs following an RFSQ process.

SECTION B – RFSQ EVALUATION CRITERIA AND INSTRUCTIONS

B.1 Mandatory Criteria Evaluation

To qualify for evaluation, proposals will first be checked against the mandatory criteria set out in Section D. Proponents failing to satisfy the mandatory criteria evaluation will be provided an opportunity to rectify any deficiencies (“Rectification Period”). Proposals satisfying the mandatory criteria during the Rectification Period will be further evaluated as outlined in Section B.2. All proposals failing to satisfy the mandatory criteria after the Rectification Period will be excluded from further consideration and notified as such. The Rectification Period will begin at the closing of the RFSQ, and will end within a time period defined by DC in its sole discretion.

B.2 Desirable Criteria and Pricing Evaluation

Proposals meeting the mandatory criteria will then be evaluated and scored on the desirable criteria set out below. DC’s evaluation committee may be comprised of DC employees and consultants to DC who are bound by an agreement of confidentiality with respect to the RFSQ process. The evaluation committee will be responsible for reviewing and evaluating proposals and making an award recommendation to DC Senior Executive(s).

All decisions on the degree to which proposals meet the stated criteria and the scores assigned during the evaluations, are at the sole discretion of DC.

B.2.1 Desirable Criteria Questionnaire (Section E) 50%

Proposals will be evaluated based on meeting the desirable criteria; proposals that achieve a score of 30% (which is 60% of 50%) or higher will meet the Threshold of the desirable criteria and will be evaluated further based on Proposed Pricing.

B.2.2 Proposed Pricing (Section F) 50%

Following evaluation of Proposed Pricing, DC may limit further evaluation to a limited number of the top ranked proposals (the “Shortlist”).

TOTAL 100%

Following evaluation, DC may select a limited number of top ranked proponents to be included on the Canadian and International Human Resources Consulting Services Roster.

B.3 Negotiations

DC intends to conduct concurrent negotiations, as defined in Section G.10 Negotiations.

B.4 Proposal Submission, Intentions, and Questions Instructions

B.4.1 Submissions

Proponents should submit their entire proposal via e-mail to the Contracting Authority by the closing date and time (“Closing Time”) of **14:00 hours PT, January 16, 2024**.

Any proposal received after the Closing Time may not be reviewed by DC. The proponent has sole responsibility for the timely submission of their proposal.

Proposals should be in PDF format and should be submitted as per the instructions in B.4.4 below. All proposals received as a result of this RFSQ shall become the property of DC. The time stamp of DC's email system shall be the official time for receipt of the proposal.

B.4.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **14:00 hours PT, December 8**. Questions submitted after this date and time may not be responded to.

If DC, in its sole discretion, determines that information generated from any question will be of interest to all, a summary of anonymous questions and answers will be made available to all proponents in the form of an amendment. The source of all questions will be kept confidential.

If a proponent believes that disclosure of a question and response would expose a proprietary aspect of its proposal, the proponent may submit the question with an advisory to DC explaining why it should not be included with the posted anonymous questions and answers. If DC concurs with the request, the question will be answered in confidence and will not be posted. If DC does not concur with the request, the proponent will be asked to restate the question, and if this is not possible, the proponent has the option to withdraw the question.

B.4.3 Intentions

Proponents should indicate if they intend to submit a proposal ("Intent to Submit") via e-mail to the Contracting Authority by **14:00 hours PT, January 5, 2024**.

Please Note: The Intent to Submit is not a mandatory requirement and therefore does not prevent a proponent from submitting by the required closing date and time.

B.4.4 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@destinationcanada.com and should reference "**RFSQ DC-2023-PO-11 Canadian and International Human Resources Consulting Services Roster CONFIDENTIAL**" in the e-mail subject line. Include the following with your submission, intentions and questions:

- Company name
- Name and title of contact person
- Phone, mobile phone and e-mail of contact person
- Reference to the corresponding RFSQ section(s) if applicable

There is a maximum of twenty-megabyte (20 MB) file size acceptance of any e-mail. Proponents should divide their responses into appropriate sized (smaller than 20 MB) numbered files. In the e-mail the proponent should provide the detail for each section and how many e-mails they will send. Proposals are stored in an electronically secure and restricted environment. Proposals will not be opened until after the Closing Time has passed.

B.5 RFSQ Form of Response, Format and Depth

B.5.1 RFSQ Form of Response

Proponents must respond to and include in their proposal:

- Appendix 1 – Proponent Information and Acknowledgement Form
- Appendix 2 – Material Circumstances Form
- Appendix 3 – Amendments
- Appendix 4 – Declaration of Sub-Contractor
- Section D – Mandatory Criteria
- Section E – Desirable Criteria Questionnaire
- Section F – Pricing Proposal (must be submitted in a separate Excel file)

B.5.2 RFSQ Format and Depth

This Request for Supplier Qualification sets out DC's requirements, desired options and additional considerations. Proponents should prepare their proposals providing a straightforward and detailed description of their ability to provide the requirements set out in this RFSQ. Emphasis in each proposal should be on completeness and clarity of content and should correspond to the section numbering set out. Proposals that do not clearly address the requested requirements and/or do not reference the applicable section numbers may be refused for evaluation purposes.

References to hyperlinks or links to social media sites (e.g., LinkedIn) may not be considered by DC in the evaluation process and should not be used. Therefore, any information provided for evaluation should be included in your written proposal.

Only material supplied in response to this RFSQ, and any presentations or demonstrations (if applicable) will be considered and evaluated. Information, proposals, or presentations previously supplied to DC and references to any material, information or presentations not included in your proposal response will not be considered. No assumptions should be made that DC has any previous knowledge of the proponents' qualifications other than that supplied pursuant to this RFSQ.

SECTION C – STATEMENT OF WORK

C.1 Background

DC is headquartered in Vancouver, Canada, with its Human Resources (HR) department located therein. DC also has offices in Ottawa, Tokyo, and Beijing. In addition to the staff located within these offices, DC also has employees currently located throughout Canada. DC has approximately 140 employees ranging from executive, non-executive, unionized, non-unionized and international employees.

C.2 Objective

DC is seeking to engage the services of a professional firm(s) to provide an assortment of International and Canadian HR-related services to promote and improve effective and efficient operations at DC.

DC intends to establish a roster of consultants (Contractors) to work with on an as-needed basis.

C.3 Scope of Work

DC will reach out to the Contractor with a Statement of Work (SOW) and/or a project brief when required. The Contractor will respond with:

- I. Confirmation/clarification of the project objectives, approach and deliverables.
- II. The resume(s)/bio(s) of the best candidate(s) which the Contractor either directly employs or has an arrangement with for the provision of contracted resources related to the services required.
- III. Confirmation of the timeline/schedule.
- IV. The pricing for the project.

DC may reach out to one or multiple Contractors at any time with an SOW and will award the work to the Contractor who has provided a response identified as the best fit for DC.

C.4 Approach and Methodology

The Contractor should have a proven framework of, Diversity, Equity and Inclusion (DEI) in place and utilize when providing consulting services to DC. The Contractor will be expected to share their organization's Diversity and Inclusion statement as well as any relevant guidelines with DC.

C.5 Deliverables

Types of Deliverables may include, but are not limited to:

- Guidance and Recommendations
- Advisory Services
- Report
- Survey
- Workshop/Training
- Presentation
- Coaching

C.6 Performance Standards and Quality Measurement

DC is committed to fostering and supporting strong positive relationships with its Contractors to ensure critical services are maintained and the highest value and corporate-wide economic benefits are realized. As such, the Contractor's performance during the term of the agreement may be assessed using key performance measures and acceptance criteria.

Any performance issues identified as part of DC Contractor Performance Evaluation system must be addressed by the Contractor in a timely fashion. If serious performance concerns are raised, the Contractor may be considered as unqualified and their agreement may be terminated. DC reserves the right to exercise this option as is deemed proper and/or necessary.

C.7 DC Responsibilities and Support

DC will assign a Project Authority to handle incoming and outgoing requests and correspondence with the Contractor. The Project Authority will:

- a) Act as a vendor relationship manager with the Contractor and ensure projects/tasks are completed on time, within budget, and as scoped.
- b) Provide relevant information.
- c) Provide feedback and approval of the project plan (if required).
- d) Interface with the Contractor including the set-up of regular status calls and project specific meetings/teleconferences, as needed.
- e) Provide Contractor performance reviews to ensure that the Contractor is supplying the expected quality of deliverables outlined in the Contract.

C.8 Contractor Responsibilities

The Contractor will designate a single point of contact, (the "Account Manager"). The Account Manager will act as the Contractor's client relationship partner and overall client service partner. The Contractor will provide a secondary contact to fill in for the Account Manager should they be away or removed from DC's account.

The Contractor will invoice monthly for the work performed in the previous month. Invoices will include a detailed list of the work performed, as it corresponds to the assigned statement of work and will be supported by timesheets.

C.9 Risks and Constraints

- a) All created material, data; content and so on will be the property of DC. The Contractor shall provide and return all information to DC at the end of the contract term.
- b) The Contractor will be available to provide the Services during standard business hours (8:00 am – 5:00 pm Pacific Time).
- c) As the requirement for HR services is unpredictable and sometimes urgent in nature, upon receipt of a service request, the Contractor must be able to acknowledge the request within 48 hours.

C.10 Reporting and Communication

The Contractor may be required to attend meetings remotely and/or in person at DC's headquarters in Vancouver, British Columbia, Canada.

C.11 Service / Resource Categories

The Contractor will have some or all of the following expertise:

- Compensation (including job evaluation/measurement/analysis)
- Diversity, Equity & Inclusion (including Indigenous Relations and Workplace Accessibility)
- Employee Engagement / Team Building
- Employee Rewards & Recognition / Retention
- Executive/Leadership Coaching
- Health and Safety
- HR Analytics
- HR Policy & Compliance
- HR Strategy and Culture
- Organizational Development (including Change Management / Organizational Structure/Design/Effectiveness)
- Outplacement Services
- Performance Management
- Talent Management (excluding recruitment services) (including Succession Planning, Onboarding, Employer Branding)
- Training and Development (including Leadership Development, Career Development, 360 feedback)
- Wellness & Wellbeing
- Workforce Planning
- Workplace Assessments and/or Investigations and/or Conflict Resolution/Mediation
- French language training

C.12 Personnel Replacement

The Contractor is required to advise DC's Project Authority two (2) weeks in advance of any change to the Account Manager or key personnel. If replacement is required, the Contractor is responsible for providing, in a timely manner, a replacement with equivalent or greater experience.

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

Full compliance with mandatory criteria is required for proposals to be further evaluated.

D.1 Mandatory Requirements

D.1.1 Proponents must have expertise and experience providing **at least one** of the services in the table below.

Are you able to comply with this requirement?

Yes

No

Please indicate the categories where you/your team have/has expertise.

Expertise	Indicate ("X")
Compensation (including job evaluation/measurement/analysis)	
Diversity, Equity & Inclusion (including Indigenous Relations and Workplace Accessibility)	
Employee Engagement / Team Building	
Employee Rewards & Recognition / Retention	
Executive/Leadership Coaching	
Health and Safety	
HR Analytics	
HR Policy & Compliance	
HR Strategy and Culture	
Organizational Development (including Change Management / Organizational Structure/Design/Effectiveness)	
Outplacement Services	
Performance Management	
Talent Management (excluding recruitment services) (including Succession Planning, Onboarding, Employer Branding)	
Training and Development (including Leadership Development, Career Development, 360 feedback)	
Wellness & Wellbeing	
Workforce Planning	
Workplace Assessments and/or Investigations and/or Conflict Resolution/Mediation	
French language training	

D.1.2 Proponent must have been established as a legal business for at least one (1) year.

Are you able to comply with this requirement?

Yes

No

SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

Proponents should respond to the questions below clearly and concisely. If the proponent is attaching documents as part of their response to a specific question, the proponent should reference the attachments in their response. Please use Arial 11 or another similar font.

E.1 Company Background and Overview

E.1.1 Company Background and Overview

Provide a brief overview of your organization including the following information:

- Composition and competencies of the executive management team (i.e. org. chart).
- The number and location(s) of offices and employees. Please note in your response:
 - a) Where your head office (HQ) is located.
 - b) All Canadian provinces including the city(s) in which you provide services (for example office location in Toronto, Ontario, service coverage includes Toronto, Peterborough, Barrie, Oshawa, and Kingston).
 - c) Indicate if locations in other parts of Canada operate as individual entities with their own invoicing.
- The countries in which the company currently operates.
- Experience in servicing Canadian Crown corporations or a similarly structured organization in the past 24 months.

Maximum Marks Available – 20%

Response must be limited to 2 pages excluding organizational chart.

E.1.2 Additional Company Background

- a. Do you have any Russian or Belarusian participation in the governance structure of your organization – either as an investor or on your Board of Directors?
 - If yes, of what significance?
- b. Are you currently undertaking any work for an enterprise based in Russia or Belarus?
 - If yes, of what significance to your overall operation?

Maximum Marks Available – unweighted

Response should be limited to half (1/2) a page or less.

E.2 Business / Technical Requirements

- E.2.1 Section D.1.1 requires that all proponents must have expertise and experience in providing at least one of the relevant service areas. Provide a maximum of three (3) case studies for past projects your team has delivered for a client **that best represent the area(s) of expertise you specialize in**. Please include details on the challenge or opportunity put forward, the solution provided, the process to arrive at that solution and the final output.

Maximum Marks Available – 60%

All case studies combined (maximum 3) should not exceed 6 pages in total. For example, a proponent could submit 3 case studies of 2 pages each.

- E.2.2 Identify the Account Manager and any key personnel to be assigned to DC's account and include the following information:
- Resumes which include relevant experience, education, credentials, areas of expertise, and any relevant awards/industry recognition received.

Explain how you will ensure that DC receives the same level of service, or better if the Account Manager were to leave the organization or be removed from DC's account.

Maximum marks available: 10%

Maximum response length: 1 page excluding resumes.

- E.2.3 Describe your organization's Diversity, Equity, and Inclusion (DEI) policies and approach. Please provide two (2) recent examples of how you applied DEI into your work with your clients and how you supported them by using this framework. Please include a copy of your diversity and inclusion policies or guidelines.

Maximum marks available: 10%

Maximum response length: 2 pages excluding the policies and guidelines.

- E.2.4 For Informational Purposes Only: Proponents are requested to indicate whether they have the capability to provide services in French and English. Place an "X" in the relevant boxes to indicate which languages you can provide the services in.

Language	Indicate ("X")
French	
English	

E.3 Weighting Table for Reference

The following table is provided as a reference to illustrate how each question is scored and weighted.

Desirable Criteria Question #	Desirable Criteria Question Weighting	Desirable Criteria Question Weighted	Example Proponent Score (in a scale from 0-5)	Example Proponent Weighted Score
E.1.1	20%	10%	3/5	6.00%
E.1.2	Unweighted, for information purposes only.			
E.2.1	60%	30%	4/5	24.00%
E.2.2	10%	5%	3/5	3.00%
E.2.3	10%	5%	3/5	3.00%
E.2.4	Unweighted, for information purposes only.			
Example Total	100%	50%		36.00%
A score of 30%(out of 50%) or higher is required to advance to the next stage of evaluations, Pricing.				

SECTION F – PRICING

Proponents must submit their pricing proposal in a separate Excel file from the rest of their response. In the pricing submission, reference the RFSQ# DC-2023-PO-11 and RFSQ name “Canadian and International Human Resources Consulting Services Roster” along with company information.

Proponents are encouraged to present a best value for cost when submitting all pricing requests, while taking into consideration all of the requirements in this RFSQ and as demonstrated through their response.

When evaluating proposed pricing, DC may consider the total cost of ownership associated with the product or service over its lifetime including, but not limited to, acquisition cost, staffing resources, training, installation, support, maintenance, transportation and logistics, operating costs, and disposal costs. This may also include transition, migration or integration costs which DC would be expected to pay. There should be no hidden costs which DC discovers at the end of the term.

DC does not make a commitment or guarantee of any dollar value or volume of business for any proponent.

All prices will be held, at minimum, for the initial term of the agreement. Pricing increases after the initial term are to be negotiated between DC and the Contractor in good faith and are not to be greater than Canada’s Consumer Price Index (CPI) rate current at the time of renewal.

F.1 Proposed Pricing Detail

Provide the average hourly rate for the expertise that you have identified in Section C Statement of Work.

All prices should be quoted in **Canadian** dollars, excluding taxes.

Expertise	Average hourly rate (\$ CAD)		
	Senior	Mid-level	Junior

F.2 Payment Discounts

DC’s standard payment terms are Net 30 days upon receiving an invoice, with the required project and billing information, and after the services have been rendered or goods received. There may be certain times of the year when DC may be able to accelerate payments. For proponents who are able to offer a term where DC may elect to take the discount when possible, this alternative would be considered.

Indicate your payment terms and explain any early payment discounts available to DC.

F.3 Pricing Strategies

DC may be open to other pricing strategies, incentives, volume discounts or other offerings (e.g., rebates, single volume purchase, credit for returnable product, etc.) that would benefit DC. DC, at its sole discretion, may or may not review or consider any such offerings that are proposed.

Please indicate any other pricing strategies that your company may be willing to discuss with DC.



SECTION G – RFSQ PROCESS AND TERMS

G.1 RFSQ Process Schedule

The schedule for the proponent selection process is as follows:

Deadline for Questions	December 8, 2024, 14:00 hours PT
Intent to Submit (*)	January 5, 2024, 14:00 hours PT
Closing Date and Time	January 16, 2024 14:00 hours PT
DC will endeavour to notify all proponents of its selection by:	Mid-March 2024
Timeframe for Negotiations	5 days following notification by DC

Note: The schedule is subject to change at DC's sole discretion.

(*) Please note the intent to submit is not a disqualifying criteria. If you miss the above date, you can still submit your proposal within the closing date.

G.2 Interpretation of the RFSQ

If a proponent is in doubt as to the intended meaning of any part of this RFSQ or finds errors, omissions, discrepancies or ambiguities, questions may be submitted and, if deemed necessary by DC, an amendment to the RFSQ may be issued.

It is the proponent's responsibility to understand all aspects of the RFSQ requirements. Should the proponent require any further details to have a clear and comprehensive understanding, it is the proponent's responsibility to obtain clarification before submitting a proposal.

G.3 Inquiries and Communication

No individual other than the designated Contracting Authority identified on the RFSQ cover is authorized by DC to comment on any portion of this RFSQ or the requirements described in this RFSQ. DC will not be bound by, and the proponent agrees not to rely upon, any information given or statements made by persons other than the designated DC Contracting Authority.

Making inquiries to an unauthorized person or any attempt to influence the outcome of this process by contacting DC employees (other than the Contracting Authority), the Board of Directors or government officials will result in immediate disqualification and may result in exclusion from future competitions.

G.4 Accuracy of Information

While the information set out, or referred to, in this RFSQ has been prepared and included in good faith, DC does not give any representation or warranty whatsoever that it is all-inclusive or that it is free of error. Some items may change at any time due to business circumstances.

G.5 Amendments/Addendums

Information, instructions, modifications, and/or questions and answers may be incorporated by DC in an amendment/addendum to the RFSQ. If this RFSQ was posted on the Government of Canada [Canadabuys.canada.ca](https://canadabuys.canada.ca) website (CanadaBuys), DC may post amendments/addendums to CanadaBuys, provide amendments/addendums to all proponents who received an invitation, or provide amendments/addendums to all proponents who submitted an Intent to Submit a proposal.

It is the proponent's responsibility to regularly review [Canadabuys.canada.ca](https://canadabuys.canada.ca) for amendments/addendums to the RFSQ that DC in its discretion may post prior to Closing Time. Such amendments/addendums may contain important information, including significant changes to this RFSQ. Proponents are responsible for reviewing all amendments/addendums and confirm that all amendments/addendums issued have been read and included in the Proponent's response (see Appendix 3).

G.6 Modification and Withdrawal

Modifications to, or withdrawals of, a submitted RFSQ will be accepted by DC by e-mail notice provided that such e-mail is received by DC before the Closing Time. Modifications or additional information received after the Closing Time will not be accepted except upon invitation and request from the Contracting Authority.

G.7 Period of Validity

Proposals must remain open for acceptance for a period of not less than one hundred and twenty (120) days from the Closing Time.

G.8 Proposal Expenses

All costs, including travel, incurred by the proponent in the preparation of its proposal, participation in this RFSQ, presentations, demonstrations, or the negotiation of any resulting contract, will be the sole responsibility of the proponent and will not be reimbursed by DC, unless otherwise indicated. All such costs are taken at the sole risk of the proponent. By participating in this RFSQ, the proponent agrees to absolve the DC of any responsibility for the same.

G.9 Language

Proposals may be submitted in either French or English. All other steps and documents in the process are to be addressed and submitted in English (Pricing, Contract, Contract Negotiations, Debriefings, e-mail communication, etc.)

G.10 Contract Negotiations

The DC reserves the right to negotiate contract scope and terms with the proponent whose expertise, experience, vision and reputation are judged to best serve the interests of the DC, hereafter the "Preferred Proponent". Proponents are cautioned not to assume that the lowest priced proposal will result in a contract award.

The DC will enter into discussions and negotiations with the Preferred Proponent to reach agreement on the final terms of the Agreement. Negotiations may include requests by DC for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or confirm the conclusions reached in the evaluation and may include requests by DC for improved pricing from the proponent.

Concurrent Negotiations: The top ranked proponents, as established under the evaluation, will be invited to enter into contract negotiations with DC. DC intends to conduct negotiations within the Timeframe for Negotiations.

At any point in the Timeframe for Negotiations, DC may elect to unilaterally terminate one or more negotiation(s). Final selection of one or more proponents will be determined following DC's receipt of Best and Final Offers. Final selection will be based upon best overall value to DC. There will be no legally binding relationship created with any proponent prior to the execution of a written agreement.

G.11 Contract Award

If a contract is subsequently negotiated and awarded to a proponent as a result of this RFSQ process;

- any such agreement will commence upon signature by the duly authorized representatives of the DC and the successful proponent; and
- may include, but not be limited to, the general contract terms contained in Appendix 5.

G.12 Debriefing

Upon request, and at DC's sole discretion, DC will only provide a debriefing to proponents who met or exceeded the minimum Threshold or Shortlist. All requests must be in writing to the DC Contracting Authority and should be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a stronger proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

G.13 Material Circumstances

A material circumstance means any circumstance or relationship which may lead to an unfair advantage including but not limited to: being associated to or related to a DC employee or Board member of DC; having access to information not available to other proponents; communicating with any unauthorized person with respect to the RFSQ process; engaging in any action which constrains or limits the ability of another proponent to submit a proposal for the goods or services herein; providing a gift or benefit to a DC employee or Board member; or engaging in conduct that compromises or could be seen to compromise the integrity of the RFSQ process (each a "Material Circumstance").

All Material Circumstances (as defined above) must be disclosed in a proposal. Where DC determines, in its discretion, that a Material Circumstance gives rise to a conflict of interest that DC considers in its opinion would give rise to unfair advantage in the RFSQ process, or would otherwise prejudice the integrity of the RFSQ process, DC may eliminate the proposal from consideration.

G.14 Proponents Not to Promote Their Interest

Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this opportunity.

G.15 Confidentiality

DC recognizes the proprietary nature of information that may be contained in response to this RFSQ. Proponents must clearly mark and identify those areas of their proposals which contain confidential information. DC will not use or disclose such confidential information, except for the purposes of evaluating the proposals submitted under this RFSQ, as may be required by law, including but not limited to the *Access to Information Act* and the *Privacy Act*, or to the DC's professional advisors on a confidential and need to know basis.

Proponents shall keep confidential all information received from DC and other information developed for DC in connection with this competition. Proponents shall not use DC's confidential information except as required to develop a proposal and presentation in response to this RFSQ.

Except as required by law, DC will not disclose or publish the identity of proponents, nor reveal in any way the substantive information and financial terms contained in any proposal. Only the name of the Contractor will be revealed at the conclusion of the process and only after an agreement has been fully executed by the contracting parties.

G.16 Publicity

Proponents must not refer, expressly or by implication, to DC, or to this competition, in any advertising or other publicity release unless otherwise approved in advance and in writing by the Contracting Authority.

G.17 No Collusion

By submitting a proposal the proponent represents that its proposal has been prepared without collusion or fraud and in fair competition with proposals from other proponents.

G.18 Law

This RFSQ process and any subsequent agreement will be governed by the laws of the Province of British Columbia and any dispute will be subject to the jurisdiction of the courts of British Columbia and all applicable federal laws.

G.19 Indemnities

The proponent shall be responsible for and shall indemnify DC from all claims, loss and damages that relate to or arise out of errors, omissions or negligent acts of the proponent, its employees or agents associated with this RFSQ process and all costs associated with those claims, loss and damages.

G.20 Rights of the Canadian Tourism Commission

In addition, DC reserves the right, in its sole and absolute discretion, to:

- G.20.1 accept any proposal in whole or in part, with the exception of proposals that fail to comply with mandatory criteria, whether or not it is the lowest priced proposal and without prior negotiation;
- G.20.2 reject any, all or part of any proposal that:
 - i. is incomplete, obscure, irregular or unrealistic;
 - ii. fails to meet the objective of the RFSQ;
 - iii. fails or omits any mandatory information; or
 - iv. is non-compliant with any requirement of this request;
- G.20.3 not accept any deviations from the stated terms and conditions;
- G.20.4 terminate the process at any time and/or re-issue this RFSQ at any time;
- G.20.5 obtain information from the proponents to seek clarification or to verify any or all information provided by the proponent at any time throughout this RFSQ process;
- G.20.6 contact references;
- G.20.7 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to DC;
- G.20.8 incorporate all, or any portion of the Statement of Work, the RFSQ, and the successful proponent's proposal into a resulting contract document;
- G.20.9 to make an award in whole or in part, including the right to select and contract with more than the stated maximum number of top-ranked proponents, to meet the requirements of the RFSQ;
- G.20.10 not enter into any contract at all with any proponents responding to this RFSQ.

SECTION H – ROSTER AND STANDING OFFER AGREEMENT CONDITIONS

The conditions set out in this Section regarding the use of the Roster and SOAs are subject to change from time to time as DC may deem necessary, without notice to the Contractors on the Roster.

1. The criteria for selecting a Contractor from the Roster for each project or task will vary, depending upon DC's requirements.
2. DC reserves the right to engage any Contractor in the Roster on an "as, if and when requested" basis and may be contacted directly or asked to compete on opportunities for the provision of services.
3. Any Contractor selected to provide services may be required to execute a statement of work that will be governed by the SOA.
4. If Contractors are asked to compete on opportunities, DC may not necessarily select the Contractor offering the lowest price, and may also evaluate qualifications or other criteria required for a specific project.
5. Contractors should, during the period that the SOA is in effect, advise DC of any material changes to the information contained in their response.
6. DC has no obligation to:
 - a. inquire as to the availability of substitute key personnel when advised by a Contractor that the key personnel named on the SOA is not available for a particular project;
 - b. evaluate or accept any substitute key personnel proposed by a Contractor;
 - c. enter into a statement of work with any one or more Contractor; or
 - d. invite any one or more Contractor to participate in competitive processes for a statement of work.
7. DC reserves the right to utilize vendors that are not on the Roster.
8. DC may, from time to time, conduct pre-qualification evaluations with alternative proponents that did not participate in this competition, and/or with proponents that were not selected in previous pre-qualifications. As a result, DC may, solely in its discretion, add alternative proponents to the existing Roster and increase the number of proponents at any time during the Roster term. There is no assurance that DC will require any future additions to the Roster or will accept any requests for inclusion.
9. DC expects requirements and future evaluations will stay materially the same as the initial pre-qualification process. However, there may be variations depending on DC's requirements at that time. The basis for future pre-qualification requirements and evaluations will be at DC's sole discretion.
10. DC reserves the right to remove a Contractor from the Roster for any reason that DC deems to have a material influence on the ability of the Contractor to satisfactorily provide DC with the goods or services under the Roster.

SECTION I: LIST OF APPENDICES

Proponents must submit Appendices 1 through 4 with their proposal.

APPENDIX	FILE NAME
1	Proponent Information and Acknowledgement Form
2	Material Circumstances Disclosure Form
3	Amendments
4	Declaration of Sub-Contractors
5	General Contract Terms

APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGEMENT FORM

1. PROPONENT INFORMATION

- a) Company Information - For identification and information purposes only, provide the following information about your company:

Complete legal company name and address:	
Primary business and length of time business established:	
Number of direct employees:	
Primary contact for the RFSQ (name title, phone number and e-mail):	

- b) Business Structure – For identification and information purposes only, provide the following information about your company:

- Sole Proprietorship
- Partnership
- Corporation
- Other

- i. Where is your business registered or incorporated? _____. Please provide a copy of the registration, certificate of incorporation or other similar document showing your current registration status.
- ii. If your business is a Partnership please list all partners and the percentage of units they hold in the partnership (including beneficial owners):

Name of: <ul style="list-style-type: none">• Registered Owner;• Beneficial Owner (if applicable)	% of units held

- iii. If your business is a Corporation please advise if it is a:
- Public Corporation; or
 - Private Corporation
- iv. Please list the individuals or entities that Control the Corporation:

Name of:	% of shares held
<ul style="list-style-type: none"> • Registered Owner; • Beneficial Owner (if applicable) 	

v. Verification of Financial Stability

Provide copies of Financial Statements for the last three (3) years, 2020, 2021, 2022. The proponent may submit other assurances of corporate and financial stability that provide sufficient evidence of their financial capability to deliver the services, such as a letter of good financial standing from the proponent's bank and/or other assurances of corporate and financial stability.

c) Proponent Diversity

A Diverse Supplier is one whose business is at least 51% owned and operated by an underrepresented group.

Do you identify as a Diverse Supplier (as per the definition above)?

- Yes
- No

If yes, please select all that apply:

- 2SLGBTQI+
- Indigenous
- Persons with disabilities
- Veteran
- Visible Minority
- Women
- Other, please list: _____

Do you hold any third party certification(s)?

- Yes, please list and provide a copy of each:
- No, please tell us what barriers, if any, you are experiencing to obtain third party certification?

d) Environmental Sustainability

Do you hold any third party certification(s)?

- Yes, please list and provide a copy of each:

No

e) Policies/Guidelines

Provide a copy of your anti-fraud prevention policy or guidelines.

Provide a copy of your diversity, equity and inclusion policy or guidelines.

Provide a copy of your data privacy and data storage policy or guidelines.

2. REFERENCES

List three customers with similar requirements to those described in this RFSQ who we may contact as references. For each reference include the name of the organization, key contact information (name, title, address, phone, e-mail), and a brief description of the service provided/performed. Proponent agrees that DC may contact any of these references. It is requested that proponents refrain from using DC as a reference in their proposal.

Reference #1:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

Reference #2:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

Reference #3:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

3. PROPONENT ACKNOWLEDGEMENT

The proponent agrees that the information provided in their proposal is accurate and declares that he/she/they is a duly authorized signing authority with the capacity to commit his/her firm/company to the provisions contained herein. By signing below, the proponent specifically acknowledges that it has read, understood and agrees to the terms of this RFSQ.

Executed this _____ day of _____, 2023

Authorized Signature:

Printed Name:

Title/Position:

Company Name:

City:

Address:

Phone Number:

Fax Number:

E-mail Address:

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

MATERIAL CIRCUMSTANCE:

DC requires proponents to disclose all Material Circumstances (as defined in G.13) as an attachment to their proposal.

Check ONE:

No, there are no Material Circumstances to disclose; OR

Yes, there is/are one or more Material Circumstance(s) to disclose and a disclosure statement is attached.

APPENDIX 3: AMENDMENTS

Please confirm that any amendments and addenda to this RFSQ issued have been read and included in proponent response. List the amendments and addenda included in the response (if applicable).

Amendment/Addendum No.:	Dated:	# of Pages:
Amendment/Addendum No.:	Dated:	# of Pages:
Amendment/Addendum No.:	Dated:	# of Pages:
Amendment/Addendum No.:	Dated:	# of Pages:

APPENDIX 4: DECLARATION OF SUB-CONTRACTORS

- The goods and or services in this proposal will be provided solely by the company named in Appendix 1 – Proponent Information and Acknowledgement Form.
- Sub-contractors will be used to provide the goods and or services described in this proposal.

Companies called on as Sub-Contractors to collaborate in the execution of the proposed services.

Name:

Contact Person:

Title:

Phone Number:

E-mail Address:

Address:

City:

Province:

Postal Code:

Description of services provided:

Quality control measures and contract resolution processes:

% of services the Sub-Contractor will be providing: _____%

APPENDIX 5: GENERAL CONTRACT TERMS

The following general terms may be required by DC in order to be awarded the Work under this RFSQ. Specific language for each of these terms will be negotiated between the parties:

1. Non-exclusive contract;
2. Contract term as provided in the RFSQ;
3. The Contractor will designate key personnel assigned to DC under the contract who cannot be changed without the approval of DC;
4. Dedicated time commitments (full time equivalent basis) on a monthly or annual basis to DC work, if applicable;
5. Service levels for typical work (e.g., commitments for timing from planning stages to campaign launch);
6. All deliverables are subject to acceptance by DC.
7. All intellectual property created by the Contractor will be the property of DC, including the waiver of any moral rights. Contractor will certify that the intellectual property is delivered free from encumbrances and in compliance with all applicable laws;
8. Contractor will undertake to ensure that all campaigns and other activities conducted on behalf of DC in the Contractor's market are done in compliance with applicable laws, including all applicable privacy, data protection and cyber security laws;
9. Contractor, including their sub-contractors, will indemnify DC for any breach of the contract, in particular claims relating to breach of privacy, third party intellectual property claims, compliance with laws, etc.;
10. Contractor will maintain the appropriate insurance and include DC as an additional insured on its general commercial liability insurance;
11. Fees to be paid on the basis of work delivered, not in advance;
12. All expenses incurred by the Contractor to be passed through to DC without markup, including media placements;
13. Confidentiality and security clauses to be included;
14. DC shall be entitled to terminate for convenience upon 30 days written notice and upon payment for any work completed or committed to the date of termination. Where work has been pre-paid, DC shall be entitled to a pro-rata return of funds on termination. If DC terminates the contract or a particular work order or statement of work for breach of contract, then DC is not required to pay for work not accepted by DC;
15. DC approval required prior to Contractor sub-contracting all or part of the work or assigning the contract;
16. Contract to be governed by the laws of British Columbia and the federal laws of Canada; and
17. Dispute resolution: senior management intervention followed by binding arbitration to be held in Vancouver, BC in accordance with the rules of the British Columbia International Commercial Arbitration Centre.