

# Negotiated Request for Proposal

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|-------------------------------|---|
| <b>Name of Competition:</b>   | Attracting Investment to Canada's Tourism Sector  |
| <b>Competition Number:</b>    | DC-2024-CD-07   |
| <b>Closing Date and Time:</b> | August 14, 14:00 Pacific Time (PT)  |
| <b>Contracting Authority:</b> | Christine Duguay<br>Procurement Advisor<br>604-638-8345<br><a href="mailto:procurement@destinationcanada.com">procurement@destinationcanada.com</a> |

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**CANADA** 



Wendake

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

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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>.

### A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the "NRFP") is to solicit proposals for a contractor who can produce a report focussed on *Attracting Investment to Canada's Tourism Sector* to identify barriers hindering investments in the tourism sector, underscore factors and incentives that foster investment attraction, and identify strategic, actionable recommendations to enhance the competitive edge of Canada's tourism sectors in drawing investments. See Statement of Work (Section C) for detailed requirements.

It is DC's intent to enter into an agreement with the proponent who can best serve the interests of DC. At the final outcome of the NRFP process, the successful proponent ("Contractor") 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 DC. Instead, the process is intended to enable DC to learn what proponents can offer by way of goods or services in response to DC's Statement of Work. Depending on the number and variety of responses, DC will subsequently negotiate with those proposals that best serve its needs, as determined by 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 NRFP.

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

## **A.2 Contract Term**

DC anticipates entering into contract negotiations with the selected proponent(s) for up to four (4) months, with an option to extend up to six (6) months, at DC's sole discretion. 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.

## SECTION B – NRFP EVALUATION CRITERIA AND INSTRUCTIONS

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### 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 NRFP, and will end within a time period defined by DC in its sole discretion.

### B.2 Desirable Criteria, Pricing and Presentation/Demonstration 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 NRFP process. The evaluation committee will be responsible for reviewing and evaluating proposals and making an award recommendation to DC Senior Executive.

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) 70%

Proposals will be evaluated based on meeting the desirable criteria; proposals that achieve a score of 42% (which is 60% of the 70%) or higher will meet the “Threshold”. Following evaluation of the desirable criteria, DC may limit further evaluation to a limited number of the top ranked proposals which first met the Threshold then the Shortlist. Only those proposals on the Shortlist will be further evaluated based upon Proposed Pricing.

B.2.2 Proposed Pricing (Section F) 30%

TOTAL 100%

### B.3 Negotiations

DC intends to conduct concurrent negotiations, as defined in Section G.10 Negotiations, with a limited number of the top ranked proponent(s) up to a maximum of the three (3) highest scored proposals.

### 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, August 14, 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 NRFP 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, July 19, 2024**. 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, July 31, 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](mailto:procurement@destinationcanada.com) and should reference “**NRFP DC-2024-CD-07 Attracting Investment to Canada’s Tourism Sector - 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 NRFP 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 appropriately 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 NRFP Form of Response, Format and Depth

#### B.5.1 NRFP 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 Questionnaire
- Section E – Desirable Criteria Questionnaire

- Section F – Pricing Proposal (must be a separate file and not imbedded within your proposal)

#### B.5.2 NRFP Format and Depth

This Negotiated Request for Proposal 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 satisfy the requirements set out in this NRFP. 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 NRFP, 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 NRFP.

#### **B.6 Contractor Performance Management**

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 any agreement may be assessed using key performance measures.

Any Contractor who has demonstrated poor performance during either a current or previous agreement with DC may be considered as an unqualified proponent and their proposal may be rejected. DC reserves the right to exercise this option as is deemed proper and/or necessary.

## SECTION C – STATEMENT OF WORK

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### C.1 Background

Destination Canada (DC) has a requirement to identify barriers hindering investments in the tourism sector, underscore factors and incentives that foster investment attraction, and identify strategic, actionable recommendations to enhance the competitive edge of Canada's tourism sectors in drawing investments. DC requires a contractor to thoroughly assess the tourism investment policy and program landscape in Canada, encompassing its provinces and territories.

### C.2 Objective

The Contractor is tasked with achieving the following objectives:

- a. Assess the sources of investments available to the tourism sector such as domestic; foreign; private; government; Public-Private Partnerships (PPPs); non-governmental organizations (NGOs); community investments; etc. with examples.
- b. Identify and list the types of investments in the tourism sector such as infrastructure; accommodation; attraction and entertainment; environmental and cultural preservation; technology and innovation; etc. including their return profiles and motives for investment.
- c. Collate and assess the economic development landscape at the national and provincial/territorial levels including their return profiles and motives for investment.
- d. The policy landscape and entry level landing program at both federal and provincial/territorial levels to attract investors to the tourism sector including by industry (accommodation, attraction and entertainment, etc.).
- e. Identify and analyze barriers that may impede investment in the tourism sector across Canada, its provinces/territories and at a municipality level such as zoning, permitting etc.
- f. Propose comprehensive and concrete recommendations to address identified barriers and enhance Canada's attractiveness for tourism investments.

### C.3 Scope of Work

The Contractor's responsibilities will include, but are not limited to:

- a. In-depth Policy Analysis: Evaluate existing policies and programs related to tourism investment to understand their impact in Canada (i.e., national) and its provinces and territories.
- b. Barrier Identification: Conduct a thorough analysis to identify and categorize barriers affecting tourism investments. Including current and chronic issues to attracting investments to the tourism sector in Canada (i.e., national) and its provinces and territories.
- c. Stakeholder Consultation: Engage with key stakeholders, including government officials, industry experts, investment multipliers (site selectors, law firms, consultancies, etc.) and private sector representatives, to gather insights
- d. Better Practices Review: Explore global best practices in attracting tourism investments and draw practices from other Canadian sectors to inform recommendations.



- e. Recommendation Development: Formulate clear, actionable recommendations to mitigate barriers and enhance Canada's tourism sector to attract investment from domestic and foreign sources.

#### **C.4 Deliverables and Schedule**

The Contractor will be required to deliver the following:

- a. Project Plan: Create a project plan which includes the schedule of activities. The project plan will be developed and agreed upon between DC and the Contractor by October 1, 2024.
- b. Inception Report: Present the proposed methodology, timeline, and data sources by October 8, 2024.
- c. Interim Report: Provide a progress update, including initial findings and any adjustments to the methodology by October 15, 2024.
- d. Draft Report: Submit one (1) comprehensive report and one (1) PowerPoint (PPT) presentation outlining findings, analyses, and initial recommendations for DC and partner review by October 18, 2024.
- e. Final Report: Deliver one (1) polished, final comprehensive report and one (1) PowerPoint (PPT) presentation incorporating DC and partner feedback and presenting concrete recommendations by November 14, 2024.

#### **C.5 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 may be reviewed using DC's Contractor Performance Evaluation system.

Any performance issues identified must be addressed by the contractor in a timely fashion. If serious performance concerns are raised, the contractor may be required to work with DC to implement a performance improvement plan.

#### **C.6 DC Responsibilities and Support**

DC's Project Authority will 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 project tasks are completed on time, within budget, and as scoped;
- b. Provide relevant information, DC branded templates, data or materials, when required;
- c. Provide feedback and approval of the project plan;
- d. Provide feedback on reports and presentations created by the Contractor;
- e. Interface with the Contractor including the set-up of regular status calls and project specific meetings, as needed; and
- f. Conduct Contractor performance reviews to ensure that the Contractor is supplying the expected quality of deliverables outlined in the contract.

## **C.7 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 advise DC in advance of any changes in personnel, to not only the Account Manager and secondary point of contact, but any personnel assigned DC's account.

## **C.8 Constraints**

The Contractor will be available during DC's standard operating hours of Monday to Friday from 9 am to 5 pm Eastern and/or Pacific business hours, excluding statutory holidays.

The Contractor may be required to travel on behalf of DC. All travel must follow DC's travel policy. All travel costs must be included in the project estimate and be approved by DC's business unit authority.

All created material and data, including reports, presentations, frameworks, models, databases, content, etc., will be the property of DC. The Contractor shall provide and return all information to DC at the end of the contract term.

DC retains the right to share data, reports and presentations with its partners.

The Contractor should be able to provide all deliverables in English.

## **C.9 Reporting and Communication**

The Contractor will be required to provide reports to the DC Project Authority.

The Contractor may be requested to support the creation of presentation materials regarding the project and may be requested to present on the project or other related topics.

## **C.10 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**

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

### **D.1 Mandatory Criteria**

D.1.1 Proponents must be a legally incorporated company (this can include limited liability partnerships, or other similar company structures) and not a Sole Proprietorship. Are you able to comply with this requirement?

Yes

No

D.1.2 The proponent's proposed Senior Consultant must have experience working in investment attraction and the tourism sector. Are you able to comply with this requirement?

Yes

No

## SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

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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:

- a. Company history, ownership, structure and office location(s) and the number of employees.
- b. Location of office(s) from which the DC account will be primarily served.
- c. Composition and competencies of the executive management team (i.e., org. chart).
- d. Services and products offered including areas of specialization, such as investment attraction.
- e. Experience in the travel / tourism or similar industry.
- f. Experience in servicing Canadian Federal Departments, Canadian Crown corporations, or a similarly structured organization in the past 24 months.
- g. Any value-added services, functions, related fee for service offerings, unique capabilities, strategic partnerships, experience or innovative ideas your company offers that may be of value to DC.

Maximum Marks Available – 20%

Response should 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?
  - o If yes, of what significance?
- b. Are you currently undertaking any work for an enterprise based in Russia or Belarus?
  - o 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.1.3 Identify the Account Manager and Key Personnel your company intends to offer to achieve DC's objectives. Include a profile of the Account Manager and each Key Personnel who may be assigned to DC's account, including relevant skills and experience, education, credentials, areas of expertise, and any relevant awards / industry recognition received.

Please also describe the level of service you plan to provide to DC with each Key Personnel.

Maximum Marks Available: 10%

The response must be limited to one (1) page per profile.

## E.2 Business / Technical Requirements

E.2.1 Provide a detailed description of two (2) investment attraction related projects undertaken since 2018 that demonstrate how your organization has provided services similar to those described in Section C - Statement of Work.

Please provide the project report for at least one (1) of the projects.

The projects are to be described clearly and include the following information:

- Project Title;
- Date (month / year);
- Client name;
- Project subject matter;
- The relevancy of the topic to DC;
- Methodology and approach;
- Analysis techniques applied; and
- Summary of findings, actionable insights, recommendations, and impact of the results on the client organization.

Maximum Marks Available – 30%

Response should be limited to two (2) pages per project, excluding sample report(s). There is no page limit on the sample report(s).

E.2.2 Describe your understanding of the trends currently impacting investment attraction and specifically in the tourism sector in Canada and globally, as well as the short-term and long-term challenges to be addressed in the coming years.

Maximum Marks Available – 10%

Response should be limited to one (1) page.

E.2.3 Provide a description of your organization's current investment attraction service capabilities (e.g. site selection, mergers and acquisitions, etc.), as well as future innovations that are foreseen as potential capabilities including artificial intelligence (AI).

Maximum Marks Available – 10%

Response should be limited to one (1) page.

E.2.4 Proponents must provide a detailed description of how they would structure a project that includes the key elements outlined in Section C.2 Objectives and C.3 Scope of Work. Proponents should note any suggested enhancements, limitations, or foreseen risks.

Maximum Marks Available – 20%

Response should be limited to three (3) pages.

### E.3 Weighting Table for Reference

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

| <b>Desirable Criteria Question #</b>   | <b>Weighting per Question</b> | <b>Section Weighting per Question</b> | <b>Example Proponent Score</b> | <b>Example Proponent Weighted Score</b> |
|--|-------------------------------|---------------------------------------|--------------------------------|---|
| E.1.1  | 20%                           | 14.00%                                | 5/5                            | 14.00%                                  |
| E.1.2  | 0%                            | 0.00%                                 | 0/5                            | 0.00%                                   |
| E.1.3  | 10%                           | 7.00%                                 | 4/5                            | 5.60%                                   |
| E.2.1  | 30%                           | 21.00%                                | 3/5                            | 12.60%                                  |
| E.2.2  | 10%                           | 7.00%                                 | 2/5                            | 2.80%                                   |
| E.2.3  | 10%                           | 7.00%                                 | 4/5                            | 5.60%                                   |
| E.2.4  | 20%                           | 14.00%                                | 5/5                            | 14.00%                                  |
| <b>Example Total</b>   | <b>100%</b>                   | <b>70%</b>                            | <b>23/30</b>                   | <b>54.60%</b>                           |
| <b>A score of 42% (i.e., 60% of the 70%) or higher is required to be eligible to advance to the next stage of evaluations.</b> |                               |                                       |                                |   |

## SECTION F – PRICING

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Proponents should submit their pricing proposal in a separate file from the rest of their response. In the pricing submission, reference the NRFP# and NRFP name along with company information.

DC is constrained by a limited budget; therefore, 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 NRFP and as demonstrated through their response.

When evaluating proposed pricing, DC may consider the total cost of ownership (TCO) 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.

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

### F.1 Proposed Pricing Detail

F.1.1 Provide a fixed-fee for the project including a detailed breakdown of the Key Personnel/resource hours and rates used to develop the fixed-fee model using a table similar to the below, please include all fees.

| Resource position/title | Project Tasks | Number of Hours | Hourly Rate |
|-------------------------|---------------|-----------------|-------------|
|                         |               |                 | \$          |
|                         |               |                 | \$          |
|                         |               |                 | \$          |
|                         |               |                 | \$          |

F.1.2 Provide your rate card for additional ad-hoc work that may result from the initial project, include both hourly and daily rates for an eight (8) hour day.

### 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 – NRFP PROCESS AND TERMS

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### G.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

|   |  |
|---|--|
| Deadline for Questions  | July 19, 2024, 14:00 hours PT          |
| Intent to Submit (*)  | July 31, 2024, 14:00 hours PT          |
| <b>Closing Date and Time</b>                                    | <b>August 13, 2024, 14:00 hours PT</b> |
| DC will endeavour to notify all proponents of its selection by: | September 30, 2024                     |
| Timeframe for Negotiations                                      | 20 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 NRFP

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

It is the proponent's responsibility to understand all aspects of the NRFP 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 NRFP cover is authorized by DC to comment on any portion of this NRFP or the requirements described in this NRFP. DC will not be bound by, and the proponent agrees not to rely upon, any information given or statements made by persons other than DC's designated Contracting Authority.

Making inquiries to an unauthorized person or any attempt to influence the outcome of this process by contacting employees of DC (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 NRFP 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 NRFP. If this NRFP 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 NRFP that DC in its discretion may post prior to Closing Time. Such amendments/addendums may contain important information, including significant changes to



this NRFP. 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 NRFP 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 NRFP, 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 NRFP, the proponent agrees to absolve DC of any responsibility for the same.

**G.9 Language**

Proposals may be submitted in either French or English. The working language for the NRFP process will be the preferred language of the proponent.

**G.10 Negotiations**

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

DC will enter into discussions and negotiations with the Preferred Proponent(s) 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 Preferred Proponent(s), as established under the evaluation, will be invited to enter into contract negotiations with DC. DC intends to conduct negotiations within the Timeframe for Concurrent Negotiations.

At any point in the Timeframe for Concurrent Negotiations, DC may elect to unilaterally terminate one or more negotiation(s). Final selection of one or more Preferred Proponents will be determined following DC's receipt of best and final offers (BAFO). 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 NRFP process, the contract:

- i. should be negotiated within the Timeframe for Contract Negotiations;
- ii. may include, but not be limited to, the general contract terms contained in Appendix 5; and

- iii. will commence upon signature by the duly authorized representatives of the DC and the successful proponent.

**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 NRFP 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 an employee or Board member of DC; or engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP 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 NRFP process, or would otherwise prejudice the integrity of the NRFP 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 NRFP. 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 NRFP, 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 NRFP.

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 NRFP 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 NRFP process and all costs associated with those claims, loss and damages.

**G.20 Rights of Destination Canada**

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 NRFP;
  - 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 NRFP 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 NRFP 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 NRFP, 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 one proponent to meet the requirements of the NRFP;
- G.20.10 not enter into any contract at all with any proponents responding to this NRFP.

## SECTION I: LIST OF APPENDICES

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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 ACKNOWLEDGMENT FORM**

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

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

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/or operated by an underrepresented group.

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

- Yes
- No

If yes, please select all categories of diversity that are identified within your business:

- 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 NRFP 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 the Services proponent has provided: |  |

**Reference #2:**

|   |  |
|---|--|
| Client Organization:                                |  |
| Contact Person:                                     |  |
| Street Address:                                     |  |
| Telephone #:  |  |
| Email Address:                                      |  |
| Description of the Services proponent has provided: |  |

**Reference #3:**

|   |  |
|---|--|
| Client Organization:                                |  |
| Contact Person:                                     |  |
| Street Address:                                     |  |
| Telephone #:  |  |
| Email Address:                                      |  |
| Description of the Services proponent has provided: |  |

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/their 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 NRFP.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Authorized Signature:

---

Printed Name:

---

Title/Position:

---

Company Name:

---

City:

---

Address:

---

Phone Number:

---

E-mail Address:

---



## **APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM**

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### MATERIAL CIRCUMSTANCE:

DC requires proponents to disclose all Material Circumstances (as defined in H.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 or addenda to this NRFP issued have been read and included in proponent response. List the amendments and/or 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**

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If applicable, the proponent should submit a list of sub-contractors it intends to use in providing the services described in this NRFP by completing the Declaration of Sub-Contractors, for approval by DC. DC reserves the right to withhold approval of such sub-contractors.

The proponent is responsible for supervising and coordinating all projects and/or services that they may delegate to the sub-contractors to ensure the services are provided to DC in a seamless manner and in accordance with their contractual obligations to DC.

Indicate the quality control measures and contract resolution processes you have in place for 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.
- 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: \_\_\_\_\_%

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---

## APPENDIX 5: GENERAL CONTRACT TERMS

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

1. Non-exclusive contract;
2. Contract term as provided in the NRFP;
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.