



Canadian Tourism  
Commission

Commission canadienne  
du tourisme

## Request for Supplier Qualification

Name of Competition:	Graphic Design Services
Competition Number:	DC-2016-NK-01
Closing Date and Time:	February 24, 2016 14:00 Pacific Time (PT)
Contracting Authority:	Nathan King Procurement Advisor 604-638-8343

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## SECTION A – INTRODUCTION

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The Canadian Tourism Commission (CTC) is Canada’s national tourism marketing organization. A federal Crown corporation, CTC supports the Canadian tourism industry by marketing Canada as a premier four-season tourism destination, and supports the Canadian economy by generating tourism export revenues.

Through collaboration and partnerships with the private sector, the Government of Canada, plus the provinces and territories, the CTC works with the tourism sector to maintain our competitiveness and position Canada as a destination where travelers can create extraordinary personal experiences.

CTC’s approach focuses on those global markets where Canada’s tourism brand leads and yields the highest return on investment. CTC is active in 11 key geographic markets: Brazil, China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom and United States.

For further information, please visit <http://corporate.canada.travel/>.

### **A1. Purpose and Intent**

The purpose of this Request for Supplier Qualification (the “RFSQ”) is to solicit proposals for graphic design services. See Statement of Work (Section C) for detailed requirements.

It is CTC’s intent to develop a roster of pre-qualified proponents “Roster” which will be utilized as required to meet CTC’s needs. At the final outcome of the RFSQ process, the proponents selected for the Roster (“Contactors”) may be required to collaborate with other Canadian provincial and territorial marketing organizations or service providers (“CTC’s Partners”) to ensure that public relations and communications services are consistent with CTC’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 CTC. Instead, the process is intended to enable CTC to learn what proponents can offer by way of goods or services in response to the CTC’s Statement of Work. Depending on the number and variety of responses, the CTC will subsequently negotiate with those proposals that best serve its needs, as determined by the CTC.

By submitting a proposal, a proponent agrees to this negotiated process and agrees that they will not bring a claim against the CTC 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 CTC to enter into any agreement. The intent of this RFSQ is to identify those vendors capable of meeting CTC’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 CTC’s Roster. The initial term for proponent inclusion on CTC’s Roster may be for a period up to three (3) years, with an option to extend on an annual basis by CTC. The total period of the Roster (initial term plus any extensions) is not to exceed five (5) years. CTC 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 CTC. Each individual future project or service would then be executed by way of a statement of work (“SOW”) and/or a CTC Purchase Order (“PO”), which will set out the specifics of the project or service and will be governed by the terms & conditions of the SOA. Proponents should note that execution of a SOA with CTC 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 CTC’s sole discretion, to meet CTC’s needs. CTC 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 I for conditions set out by CTC for using Rosters and SOA’s following an RFSQ process.

If new submissions are received after this process is completed, and they are deemed to be in compliance with the requirements of this qualification process, the CTC reserve the right to conduct an annual review of new received submissions and add qualified candidates to the existing Roster for the remainder of the term.

## SECTION B – RFSQ 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 RFSQ, and will end within a time period defined by CTC in its sole discretion.

### B.2 Desirable Criteria Evaluation

Proposals meeting the mandatory criteria will then be evaluated and scored on the desirable criteria set out below. CTC’s evaluation committee may be comprised of CTC employees and consultants to CTC 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 CTC Senior Executive.

All decisions on the degree to which proposals and/or presentations/demonstrations (if applicable) meet the stated criteria and the scores assigned during the evaluations, are at the sole discretion of CTC.

B.2.1	Desirable Criteria Questionnaire (Section E)	65%
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Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% of 65% or higher (the “Shortlist”) will be evaluated further based upon, but not limited to Proposed Pricing, Presentations/Demonstrations.

B.2.2	Proposed Pricing (Section F)	35%
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	TOTAL	100%
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Following evaluation, CTC may select up to six top ranked proponents to be included on the Graphic Design Services Pre-Qualification Roster. The CTC reserves the right to select more than or less than six top ranked proponents for the Pre-Qualification Roster to ensure those selected for the Roster can best meet all of CTC’s requirements.

B.2.3 Negotiations

CTC intends to conduct negotiations with the top ranked proponent(s) as defined in Section H.10 Contract Negotiations.

### B.3 Proposal Submission, Intentions, and Questions Instructions

B.3.1 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, February 24, 2016**.

Any proposal received after the Closing Time may not be reviewed by the CTC. 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.3.4 below. All proposals received as a result of this RFSQ shall become the property of the CTC. The time stamp of CTC's email system shall be the official time for receipt of the proposal.

#### B.3.2 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, February 19, 2016. Please note this is not a mandatory requirement.

#### B.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until 14:00 hours PT, February 15, 2016. Questions submitted after this date and time may not be responded to.

If the CTC, 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 the CTC explaining why it should not be included with the posted anonymous questions and answers. If CTC concurs with the request, the question will be answered in confidence and will not be posted. If CTC 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.3.4 Instructions

All submissions, intentions, and questions are to be e-mailed to [procurement@destinationcanada.com](mailto:procurement@destinationcanada.com) and should reference "**RFSQ DC-2016-NK-01 Graphic Design Services - 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, fax and e-mail of contact person
- Reference to the corresponding RFSQ section(s) if applicable

There is a maximum of eight megabyte ("MB") file size acceptance of any e-mail. Proponents should divide their responses into appropriate sized (smaller than 8 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.4 RFSQ Form of Response, Format and Depth**

#### B.4.1 RFSQ Form of Response

Proponents should 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, if applicable
- Section D – Mandatory Criteria (if applicable)
- Section E – Desirable Criteria Questionnaire
- Section F – Pricing Proposal (separate file)

#### B.4.2 RFSQ Format and Depth

This Request for Supplier Qualification sets out CTC's requirements, desired options and additional considerations. Proponents should prepare their proposals providing a 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 CTC 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 CTC and references to any material, information or presentations not included in your proposal response will not be considered. No assumptions should be made that CTC has any previous knowledge of the proponents' qualifications other than that supplied pursuant to this RFSQ.

## **SECTION C – STATEMENT OF WORK**

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### **C.1 Background**

The Canadian Tourism Commission operating as Destination Canada (“DC”) has built a strong and easily recognizable brand with the Keep Exploring brand. DC’s creative services team supports the organization to ensure that everything we do is on brand and effectively designed. The creative services team requires freelance print and web related graphic design services on an as required basis to support their services. The creative services department will assign work and help with making sure all your questions are answered. We’re looking to build on and strengthen our visual brand.

For more information on our brand you can check out a few of our websites:

- [German Content Hub](#)
- [Destination Canada Corporate site](#)
- [Business Events Canada](#)

### **C.2 Qualifications**

The ideal Contractor(s) is a talented graphic designer or dedicated team of graphic designers who can quickly get up to speed with our projects and our brand. They are able to create work that anyone who sees it will instantly recognize our visual brand. The Contractor should:

- see the whole picture and have a long-term view;
- live and breathe type;
- disapprove of flash-in-the-pan designs that last 20 minutes;
- play well with others; and
- don’t mind us hovering or pestering once in a while.

The Contractor should be able to provide nimble and responsive graphic design services.

The Contractor should have the necessary education and experience. At a minimum the Contractor should have:

- a diploma in graphic design or equivalent in educational background;
- one (1) year of work experience as a professional graphic designer; and
- professional knowledge of the following software tools including but not limited to:
  - Adobe Creative Suite: Photoshop, Illustrator, InDesign, AfterEffects, and PremierPro
  - Microsoft Word Excel, and PowerPoint
  - Keynote

### **C.3 Scope of Work**

The Contractor can be expected to provide web and print related graphic design services to DC on an as required basis. All the work will follow DC’s brand guidelines. The type of work the Contractor can be expected to provide to DC can include, but not be limited to:

- create or edit posters, banners, ads, infographics, illustrative maps, stationery, cards, email layouts;
- complete basic edits of corporate videos (adding graphics or end slates);
- format documents including promotional books, corporate reports or research reports;
- format PowerPoint and Keynote presentations;
- work on web related graphic design projects such as website design, HTML5 banners, flash banners and widgets; and

In addition to the examples listed above the Contractor may be expected to work on:

- creative concepts;
- research related to design projects; and
- other graphic design work as requested by the DC.

#### **C.4 Account Management:**

DC is open to working with different styles of account management. At a minimum, the Contractor should have one point of contact that is able to respond to requests from DC in a timely manner and ensure that we will be working with the same graphic designer(s). The Contractor should be able to work with DC's head office in Vancouver, BC and needs to respond efficiently to requests and attend meetings (in-person or by tele-conference) between the hours of 9-5 PT.

#### **C.5 Destination Canada's Responsibilities:**

The Creative Services Department in Vancouver will be the main point of contact for the Contractor. They will provide the Contractor with:

- training on DC's brand guidelines;
- all required information to execute specific statements of work; and
- respond to any queries from the Contractor.



## **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 Requirements**

There are no mandatory criteria included in this RFSQ.

## **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.

### **E.1 Business / Technical Requirements**

E.1.1 Provide five (5) samples of print related design work that you have completed within the last five (5) years. For each of the samples please provide a brief description (under 100 words per sample) including:

- The name of the firm the service was provided for;
- Description of the idea or concept behind the sample;
- Approximate length of time taken to complete the sample;
- Software Used to create the sample; and
- Date the work was completed.

All samples provide should have been completed by the graphic designer(s) that will be working on the DC's account.

E.1.2 Provide two (2) samples of web related design work that you have completed within the last five (5) years. For each of the samples please provide a brief description (under 100 words per sample) including:

- The name of the firm the service was provided for;
- Description of the idea or concept behind the sample;
- Approximate length of time taken to complete the sample
- Software Used to create the sample; and
- Date the work was completed.

All samples provide should have been completed by the graphic designer(s) that will be working on the DC's account.

E.1.3 Please provide a brief bio for the graphic designer(s) that will be working on the DC's account. Include your related education and experience in graphic design (any relevant degrees, diplomas or related training). Please limit this response to one page single sided.

E.1.4 Rate your experience on a scale of 1-5 (1 meaning you're a beginner and 5 meaning you're an expert). In addition, provide a brief description of your knowledge and experience with each of the following Adobe Creative Suite applications. Please limit your response for each of the following to a maximum of 200 words:

- a) Photoshop
- b) Illustrator
- c) InDesign
- d) After Effects
- e) Premier Pro
- f) Flash Professional

E.1.5 Tell us how you like to work and what your ideal working relationship with DC would be. Include how you manage your workload to ensure that your work is delivered on time and exceed your client's expectations.

## 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 RFSQ# and name 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, CTC 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 the CTC would be expected to pay. There should be no hidden costs which the CTC discovers at the end of the term.

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

### F.1 Proposed Pricing Detail

Please complete the tables below:

Hourly rate for graphic design services:				
Year 1	Year 2	Year 3	Year 4	Year 5

Rush Rate Per hour for graphic design services:				
Year 1	Year 2	Year 3	Year 4	Year 5

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

### F.2 Payment Discounts

CTC prefers a Net 30 payment term and may consider accelerating payment based on early payment discounts.

F.2.1 Indicate your payment terms, and explain any early payment discounts available to CTC.

### F.3 Pricing Strategies

CTC may be open to other pricing strategies, incentives, volume discounts or other offerings that would benefit CTC. CTC, at its sole discretion, may or may not review or consider any such offerings that are proposed.

F.3.1 Please indicate any other pricing strategies that your company may be willing to discuss with CTC.

## **SECTION G – PRESENTATION / DEMONSTRATION REQUIREMENTS**

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### **G.1 Presentations / Demonstrations Requirements**

No presentations will be required as part of the qualification process.

## SECTION H – RFSQ PROCESS AND TERMS

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### H.1 RFSQ Process Schedule

The schedule for the proponent selection process is as follows:

Deadline for Questions	February 15, 2016, 14:00 hours PT
Closing Date and Time	February 24, 2016, 14:00 hours PT
Notification: CTC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	Week of March 7, 2016
Intent to Submit (*)	February 19, 2016, 14:00 hours PT
Timeframe for Negotiations	10 days following notification by CTC

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

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

### H.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 CTC, an amendment to the RFSQ may be issued.

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

### H.3 Inquiries and Communication

No individual other than the designated Contracting Authority identified on the RFSQ cover is authorized by CTC to comment on any portion of this RFSQ or the requirements described in this RFSQ. CTC 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 CTC Contracting Authority.

Making inquiries to an unauthorized person or any attempt to influence the outcome of this process by contacting CTC 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.

### H.4 Accuracy of Information

While the information set out, or referred to, in this RFSQ has been prepared and included in good faith, CTC 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.

### H.5 Amendments

Information, instructions, modifications, and/or questions and answers may be incorporated by CTC in an amendment to the RFSQ. If this RFSQ was posted on the Government of Canada BuyandSell.com website ("BuyandSell"), CTC may post amendments to BuyandSell, provide to all proponents who received an invitation, or provide to all proponents who submitted an Intent to Submit a proposal.

It is the proponent's responsibility to regularly review BuyandSell for amendments to the RFSQ that CTC in its discretion may post prior to Closing Time. Such amendments may contain important information, including significant changes to this RFSQ. Proponents are responsible for reviewing all amendments and confirm that all amendments issued have been read and included in the Proponent's response (see Appendix 3).

#### **H.6 Modification and Withdrawal**

Modifications to, or withdrawals of, a submitted RFSQ will be accepted by the CTC by e-mail notice provided that such e-mail is received by CTC 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.

#### **H.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.

#### **H.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 CTC, 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 CTC of any responsibility for the same.

#### **H.9 Language**

Proposals may be submitted in either French or English. The working language for the RFSQ process and subsequent contract will be English.

#### **H.10 Contract Negotiations**

The CTC 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 CTC, hereafter the "Preferred Proponent". Proponents are cautioned not to assume that the lowest priced proposal will result in a contract award.

The CTC 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 CTC 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 CTC for improved pricing from the proponent.

Consecutive Negotiations - The top ranked proponent, as established under the evaluation, will be invited to enter into contract negotiations with CTC. CTC intends to conduct negotiations within the Timeframe for Negotiations.

If, for any reason, CTC and the Preferred Proponent fail to reach complete agreement within the Timeframe for Negotiations, the CTC will be at liberty to terminate the discussions with the Preferred Proponent and invite another suitably qualified proponent to enter into negotiations to reach agreement for the services. There will be no legally binding relationship created with any proponent prior to the execution of a written agreement.

#### **H.11 Contract Award**

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

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

#### **H.12 Debriefing**

Upon request, and at CTC's sole discretion, CTC will only provide a debriefing to proponents who met or exceeded the minimum Threshold or Shortlist. All requests must be in writing to the CTC 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.

#### **H.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 CTC employee or Board member of CTC; 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 CTC 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").

CTC may consider any Material Circumstance (as defined above) as disclosed in a proposal or otherwise, and CTC may eliminate a proposal from consideration on the ground that a Material Circumstance gives rise to a conflict of interest that CTC considers in its opinion would give rise to unfair advantage in the RFSQ process, or would otherwise prejudice the integrity of the RFSQ process.

#### **H.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.

#### **H.15 Confidentiality**

The CTC 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. CTC will not use or disclose such confidential information, except for the purposes of evaluating the proposals submitted under this RFSQ or as may be required by law, including but not limited to the *Access to Information Act* and the *Privacy Act*.

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

Except as required by law, CTC 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.

**H.16 Publicity**

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

**H.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.

**H.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.

**H.19 Indemnities**

The proponent shall be responsible for and shall indemnify CTC 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.

**H.20 Rights of the Canadian Tourism Commission**

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

- H.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;
- H.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;
- H.20.3 not accept any deviations from the stated terms and conditions;
- H.20.4 terminate the process at any time and/or re-issue this RFSQ at any time;
- H.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;
- H.20.6 contact references;
- H.20.7 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to CTC;
- H.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;
- H.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;
- H.20.10 not enter into any contract at all with any proponents responding to this RFSQ.



## **SECTION I – ROSTER AND STANDING OFFER AGREEMENT CONDITIONS**

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The conditions set out in this Section regarding the use of the Roster and SOA's are subject to change from time to time as the CTC 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 CTC's requirements.
2. The CTC 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, the CTC 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 the CTC of any material changes to the information contained in their response.
6. The CTC 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. The CTC reserves the right to utilize vendors that are not on the Roster.
8. CTC 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, CTC 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 the CTC will require any future additions to the Roster or will accept any requests for inclusion.
9. CTC expects requirements and future evaluations will stay materially the same as the initial pre-qualification process. However, there may be variations depending on CTC's requirements at that time. The basis for future pre-qualification requirements and evaluations will be at CTC's sole discretion.
10. Contractors who are already included on the Roster may retain their pre-qualification standing and may not be required to re-submit proposals for future pre-qualification processes related to this competition. However, CTC may request a Contractor who is on the Roster to re-submit for pre-qualification under the following conditions:
  - a. where a Contractor has not been selected by CTC to provide goods or services to CTC over the course of the Roster term; or
  - b. where CTC deems a proponent is no longer able to meet the minimum requirements defined in the pre-qualification process; or
  - c. any other circumstance that CTC deems may affect the proponent's ability to provide the good(s) and service(s) related to the requirements defined in the pre-qualification process.
11. CTC reserves the right to remove a Contractor from the Roster for any reason that the CTC deems to have a material influence on the ability of the Contractor to satisfactorily provide the CTC with the goods or services under the Roster.

## SECTION J: LIST OF APPENDICES

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

## APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGEMENT 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:	
Nature of company (i.e. sole proprietorship, corporation, partnership, joint venture):	
Primary contact for the RFSQ (name title, phone number and e-mail):	

- b) 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 CTC may contact any of these references. It is requested that proponents refrain from using CTC 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:	

2) PROPONENT ACKNOWLEDGEMENT

The proponent agrees that the information provided in their proposal is accurate and declares that he/she 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 \_\_\_\_\_, 2016.

Authorized Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title/Position:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

City:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone Number:

Fax Number:

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

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

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MATERIAL CIRCUMSTANCE:

CTC 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**

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

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

**APPENDIX 4: DECLARATION OF SUB-CONTRACTORS**

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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:

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Contact Person:

Title:

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Phone Number:

Fax Number:

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E-mail Address:

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Address:

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City:

Province:

Postal Code:

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Description of services provided:

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% of services the Sub-Contractor will be providing: \_\_\_\_\_%

## **APPENDIX 5: GENERAL CONTRACT TERMS**

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The following general terms may be required by the CTC 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 the CTC file who cannot be changed without the approval of the CTC;
4. Dedicated time commitments (full time equivalent basis) on a monthly or annual basis to CTC work, if applicable;
5. Service levels for typical work (e.g. commitments for timing from planning stages to campaign launch);
6. All intellectual property created by the Contractor will be the property of CTC. Contractor will certify that the intellectual property is delivered free from encumbrances and in compliance with all applicable laws;
7. Contractor will undertake to ensure that all campaigns and other activities conducted on behalf of the CTC in the Contractor's market are done in compliance with applicable laws;
8. Contractor, including their sub-contractors, indemnifies the CTC for any breach of the contract, in particular claims relating to breach of privacy, third party intellectual property claims, compliance with laws, etc.;
9. Contractor to maintain the appropriate insurance;
10. Fees to be paid on the basis of work delivered;
11. All expenses incurred by the Contractor to be passed through to the CTC without markup, including media placements;
12. Confidentiality clauses to be included;
13. CTC shall be entitled to terminate for convenience upon 60 days written notice and upon payment for any work completed or committed to the date of termination. If CTC terminates the contract or a particular work order for breach, then CTC is not required to pay for the work;
14. CTC approval required prior to Contractor sub-contracting all or part of the work or assigning the contract;
15. Contract to be governed by British Columbia law; and
16. 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.