



Canadian Tourism
Commission

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Request for Supplier Qualification

Name of Competition:	Financial and Payments Sector Data for International Tourism
Competition Number:	DC-2017-SY-02
Closing Date and Time:	Friday March 3, 2017, 14:00 Pacific Time (PT)
Contracting Authority:	Jaymee Wurm Procurement Advisor 604-638-8330 procurement@destinationcanada.com

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SECTION A – INTRODUCTION

The Canadian Tourism Commission, doing business as Destination Canada ("DC"), is Canada's national tourism marketing organization. A federal Crown corporation, DC 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, DC works with the tourism sector to maintain our competitiveness and position Canada as a destination where travelers can create extraordinary personal experiences.

DC's approach focuses on those global markets where Canada's tourism brand leads and yields the highest return on investment. DC is active in 12 key geographic markets: Brazil, China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom, United States and Canada.

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

A1. Purpose and Intent

The purpose of this Request for Supplier Qualification (the "RFSQ") is to solicit proposals for the acquisition of financial and payments sector data which shows what international visitors to Canada are spending during their visits. See Statement of Work (Section C) for detailed requirements.

It is DC's intent to develop a "Roster" of pre-qualified proponents which will be utilized as required to meet DC's needs.

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 RFSQ.

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

A2. Roster Term

Qualified proponents that demonstrate the ability to meet the requirements identified in this RFSQ may be included on DC's Roster. The initial term for proponent inclusion on DC's Roster may be for a period up to five (5) years, with an option to extend on an annual basis by DC. The total period of the Roster (initial term plus any extensions) is not to exceed ten (10) years. DC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Contractor.

A3. Standing Offer Agreement

Any proponent, who is selected for the Roster, will be required to enter into a mutually agreeable non-exclusive standing offer agreement ("SOA") with DC. Each individual future project or

service would then be executed by way of a statement of work (“SOW”) and/or a DC 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 DC pursuant to this RFSQ does not guarantee that any work will be issued to that proponent.

A4. Roster / SOA Process

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

SECTION B – RFSQ EVALUATION CRITERIA AND INSTRUCTIONS

B.1 Mandatory Criteria Evaluation

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

B.2 Desirable Criteria Evaluation

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

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 DC.

B.2.1	Desirable Criteria Questionnaire (Section E)	50%
B.2.2	Proposed Pricing (Section F)	50%
	TOTAL	100%

B.2.3 Following evaluation of Proposed Pricing and Desirable Criteria, DC may request a demonstration sample (Section G) to assess the proponents proposed data submission.

Following evaluation, DC may select as many proponents as required to meet its requirements.

B.2.4 Negotiations

DC 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, Friday March 3, 2017**.

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.3.4 below. All proposals received as a result of this RFSQ shall become the property of DC. The time stamp of DC’s email system shall be the official time for receipt of the proposal.

B.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, Wednesday February 8, 2017**.

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.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until **14:00 hours PT, Wednesday February 8, 2017**. 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.3.4 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@destinationcanada.com and should reference “**RFSQ DC-2017-SY-02 Financial and Payments Sector Data for International Tourism - 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-Contractors, if applicable

- Section D – Mandatory Criteria Questionnaire
- 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 DC'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 DC in the evaluation process and should not be used. Therefore, any information provided for evaluation should be included in your written proposal.

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

SECTION C – STATEMENT OF WORK

C.1 Background

DC and its partners, Canadian destination marketing organizations (DMOs), need to understand visitor spending (from which country, how much, where and on what) in order to understand the needs of these visitors. This will allow DC and its partners to create more effective marketing campaigns, and develop programs, products and infrastructure to meet these needs. It will also inform a number of business and strategic decisions on how and what to promote, who to promote to, who to partner with and what products to develop.

C.2 Objectives

To make more informed decisions, DC and partners are seeking to acquire comprehensive, aggregated visitor spending data from the financial sector on an ongoing basis. This data should seek to achieve the following objectives:

- To provide DC and its partners with anonymous, timely, region-specific visitor spend data in order to make more informed investment and business decisions;
- To provide the tourism sector with more accurate and timely information on the spending patterns of tourists, via DC publications based on this data; and
- To provide governments with data to allow more accurate and timely analysis of the economic impact of tourism in their jurisdiction.

This information should:

- Be at a geographic level that is sufficiently detailed for partners to understand the effects within their jurisdiction. Partners include provincial and territorial marketing organizations, regional marketing organizations and city marketing organizations;
- Provide information on the types of merchants frequented;
- Be timely enough that it accurately reflects the current trends and consumer behaviours, and at a frequency that allows DC and partners to understand seasonal variation and visitor reaction to events (e.g. exchange rates); and
- Provide sufficient information that DC can incorporate multiple sources of data (e.g., other financial sector data, survey-based data, 3rd party data such as airline and hotel data) to develop comprehensive, accurate, and reliable information on visitor spending.

C.3 Scope of Work

Spending data from international visitors that specifies, by country of origination or region of origination:

- where the spending took place;
- spend data from each origination market;
- spend at relevant merchant categories;
- number of transactions;
- average transaction size; and
- number of unique cardholders.

Other equivalent forms of data may also be considered.

Other data that would be useful for understanding and modeling the data could include product spend type (credit, debit, automated bank machine withdrawals), channel of the purchase (in store or e-commerce).

C.4 Deliverables and Schedule

DC is seeking to receive quarterly data, but may be willing to receive the data on a different frequency.

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

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

D.1 Mandatory Requirements

- D.1.1 Require that data on visitor spending be provided to DC that provides details on the amount spent by international visitors within Canadian geographic regions and with specified merchant categories at least as frequently as on a quarterly basis.

Are you able to comply with this requirement?

Yes

No

SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

Proponents should respond to the questions below clearly and concisely. Please limit your response to each of the questions to no more than one page.

The maximum available marks for section E is 50, as detailed in Section B.2.

E.1 Business / Technical Requirements

The intent of the business / technical requirements is for DC to assess the quality and scope of the data.

- E.1.1 Please provide an estimate of the size of the data that would be provided on a quarterly basis. In the estimate, please include the estimated number of data elements (i.e., rows) and the number of data variables (i.e., columns).
- E.1.2 Please provide the proposed data variables (i.e. columns) and their definitions.
- E.1.3 Please provide a list of the unique countries of origination that were collected for the period of June 1, 2016 to Aug 31, 2016, and the number of transactions per country.
- E.1.4 Please provide a list of merchant categories that could be provided, as well as any definitions that are available.
- E.1.5 Please provide the number of days from the end of the reporting period that DC could expect to receive the data.
- E.1.6 Please provide any other information or elements of the data or services that would assist DC in assessing the quality and scope of the data. This could include the type of transaction (e.g., credit, debit, cash withdrawal), the channel (e-commerce, face to face), or other.
- E.1.7 Please provide an overview of any other relevant proponent requirements. This could include any restrictions, guidelines and/or policies on how to transmit, store, protect, the data, privacy or other legal requirements (outside of Canadian law) and any considerations on requirements to anonymize or mask the data.
- E.1.8 Please provide any further enhancements planned to the data or to your organization's product offering, as well as an approximate timeline for these enhancements.

SECTION F – PRICING

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, 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.

F.1 Proposed Pricing Detail

F.1.1 Data Costs

	Initial / One-time costs (if any)	Per data delivery
Price for 3 months of visitor spending data		
Price for 2 years of historical visitor data		NA
If applicable, Price for [other period] of visitor spending data		

F.1.2 Additional technical support (Optional):

DC may require additional technical and specialized support to understand and use the data. If applicable, please provide any costs associated with providing this support.

- Technical IT support: Support for any information technology based technical (e.g., data transmission): \$_____ per hour
- Analytical financial data support: Support and analysis in the interpretation, transformation, or explanation of the data. This includes developing new queries for any additional types of data requests: \$_____ per hour
- Data and analytics support: Support to develop models or other analytical tools: \$_____ per hour
- Other miscellaneous costs: \$_____

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

F.2 Payment Discounts

DC 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 DC.

F.3 Pricing Strategies

DC may be open to other pricing strategies, incentives, volume discounts or other offerings that would benefit DC. DC, 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 DC.

DC may be open to forming other types of partnerships, such as leveraging DC assets and capabilities to benefit the supplier. This could include providing access to DC data, exposure to DC partners in the tourism industry, or entering into marketing partnerships.

SECTION G – DEMONSTRATION REQUIREMENTS

G.1 Demonstrations Requirements

DC may require proponents who have made the Shortlist, to give a demonstration sample of the data. The demonstration data will be limited in scope to the content of the RFSQ and subsequent proposal, and present an opportunity to verify the proponent's capabilities in support of DC's mandate and strategic objectives.

DC does not consider the demonstration data as additional weighted criteria, rather a verification of information contained within the proponent's proposal. Verification of the proponent's capabilities is at the sole discretion of DC. Consequently, DC may choose to revise proponent evaluation results previously scored based on the information gained through the demonstration data, or only finalize the evaluation results after receiving the demonstration data.

Proponents may be expected to highlight or explain the following:

- the data variables
- the size and scope of the data that would be provided

All costs associated with the demonstration will be the responsibility of the proponent.

SECTION H – RFSQ PROCESS AND TERMS

H.1 RFSQ Process Schedule

The schedule for the proponent selection process is as follows:

Deadline for Questions	Wednesday February 8, 2017, 14:00 hours PT
Closing Date and Time	Friday March 3, 2017, 14:00 hours PT
Intent to Submit (*)	Wednesday February 8, 2017, 14:00 hours PT
Timeframe for Negotiations	3 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 criterion. If you miss the above date, you can still submit your proposal within 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 DC, 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 DC to comment on any portion of this RFSQ or the requirements described in this RFSQ. DC will not be bound by, and the proponent agrees not to rely upon, any information given or statements made by persons other than the designated DC Contracting Authority.

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

H.4 Accuracy of Information

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

H.5 Amendments

Information, instructions, modifications, and/or questions and answers may be incorporated by DC in an amendment to the RFSQ. If this RFSQ was posted on the Government of Canada BuyandSell.com website ("BuyandSell"), DC 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 DC 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 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.

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 DC, unless otherwise indicated. All such costs are taken at the sole risk of the proponent. By participating in this RFSQ, the proponent agrees to absolve DC 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

DC reserves the right to negotiate contract scope and terms with the proponent whose expertise, experience, vision and reputation are judged to best serve the interests of DC, hereafter the "Preferred Proponent". 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 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.

Consecutive Negotiations - The top ranked 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 Negotiations.

If, for any reason, DC and the Preferred Proponent fail to reach complete agreement within the Timeframe for Negotiations, DC 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 DC 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 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 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.

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 DC employee or Board member of DC; having access to information not available to other proponents; communicating with any unauthorized person with respect to the RFSQ process; engaging in any action which constrains or limits the ability of another proponent to submit a proposal for the goods or services herein; providing a gift or benefit to a DC employee or Board member; or engaging in conduct that compromises or could be seen to compromise the integrity of the RFSQ process (each a "Material Circumstance").

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

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

DC recognizes the proprietary nature of information that may be contained in response to this RFSQ. Proponents must clearly mark and identify those areas of their proposals which contain confidential information. DC will not use or disclose such confidential information, except for the purposes of evaluating the proposals submitted under this RFSQ 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 DC and other information developed for DC in connection with this competition. Proponents shall not use DC's confidential information except as required to develop a proposal and presentation in response to this RFSQ.

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

H.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.

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

H.20 Rights of DC

In addition, DC 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 DC;
- 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

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 DC may deem necessary, without notice to the Contractors on the Roster.

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

SECTION J: LIST OF APPENDICES

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

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 DC may contact any of these references. It is requested that proponents refrain from using DC as a reference in their proposal. If the proponent does not have such references yet (e.g. a new product), please indicate NA.

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 _____, 2017

Authorized Signature:

Printed Name:

Title/Position:

Company Name:

City:

Address:

Phone Number:

Fax Number:

E-mail Address:

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

MATERIAL CIRCUMSTANCE:

DC requires proponents to disclose all Material Circumstances (as defined in 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 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

If applicable, the proponent should submit a list of sub-contractors it intends to use in providing the services described in this RFSQ 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.

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:

Fax Number:

E-mail Address:

Address:

City:

Province:

Postal Code:

Description of services provided:

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

APPENDIX 5: GENERAL CONTRACT TERMS

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

1. Non-exclusive contract;
2. Contract term as provided in the RFSQ;
3. The Contractor will designate key personnel assigned to DC file 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 intellectual property created by the Contractor will be the property of DC. 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 DC in the Contractor's market are done in compliance with applicable laws;
8. Contractor, including their sub-contractors, indemnifies DC 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 DC without markup, including media placements;
12. Confidentiality clauses to be included;
13. DC 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 DC terminates the contract or a particular work order for breach, then DC is not required to pay for the work;
14. DC 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.