



Canadian Tourism
Commission

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Negotiated Request for Proposal

Name of Competition:	Managed IT Services
Competition Number:	DC-2017-CD-01
Closing Date and Time:	July 14, 2017, 14:00 Pacific Time (PT)
Contracting Authority:	Christine Duguay Procurement Officer 604-638-8345 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>

A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the "NRFP") is to solicit proposals for Managed Information Technology ("IT") Services. 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(s) ("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 negotiations with the selected proponent(s) for up to a five (5) year period, with an option to extend on an annual basis by DC for a total period not to exceed another two (2) years, 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

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 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 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) 60%

Proposals will be evaluated out of 100 points based on meeting the desirable criteria. Only proposals that achieve a score of 60 out of 100 points or higher (the “Threshold”) will be evaluated further based upon Proposed Pricing.

B.2.2 Proposed Pricing (Section F) 30%

To establish the pricing score, the lowest evaluated proposal shall obtain full marks, 30%. All other evaluated proposals will be prorated against the lowest evaluated proposal, resulting in a score from 0% to 30%.

Following evaluation of Proposed Pricing, DC may invite a limited number of the top ranked proposals (the “Shortlist”) to provide a presentation/demonstration. Only those proposals on the Shortlist will be invited for Presentations/Demonstrations.

B.2.3 Presentations/Demonstrations (Section G) 10%

TOTAL 100%

B.2.3 Negotiations

DC intends to conduct concurrent negotiations, as defined in Section H.10 Negotiations, with a limited number of the top ranked proponents.

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, July 14, 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 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.3.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority until 14:00 hours PT, June 12, 2017. Questions submitted prior to this date will be responded to on or before June 22, 2017. Proponents will have the opportunity to submit follow-up questions only in regards to the responses provided, via e-mail to the Contracting Authority until 14:00 hours PT, June 26, 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.3.3 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, June 12, 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.3.4 Instructions

All submissions, intentions and questions are to be e-mailed to procurement@destinationcanada.com and should reference "**NRFP DC-2017-CD-01, MANAGED IT 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 NRFP section(s) if applicable

There is a maximum of eight megabytes ("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 NRFP Form of Response, Format, and Depth

B.4.1 NRFP 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 Questionnaire (if applicable)
- Section E – Desirable Criteria Questionnaire
- Section F – Pricing Proposal (separate file)

B.4.2 NRFP Format and Depth

This NRFP 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. The 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.5 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 deems proper and/or necessary.

SECTION C – STATEMENT OF WORK

C.1 Objective

The Canadian Tourism Commission, doing business as Destination Canada ("DC"), requires an established commercial firm to manage a cluster of its Information Technology ("IT") infrastructure.

C.2 Background

The following background information is to provide a better understanding of DC's IT environment.

C.2.1 Key words used throughout this document, their definitions and requirements:

Service Level Agreement ("SLA") is an agreement between DC and the Contractor which specifies the business requirements around the availability, response times, and support.

Recovery Time Objective ("RTO") is the duration of time and a service level within which a service must be restored after a disruption.

Recovery Point Objective ("RPO") is the maximum tolerable period in which data might be lost from a major service disruption.

Service (or Application) – These terms can be used interchangeably (i.e. all applications are services). A service is a set of related functions, typically composed of hardware, software, and facilities, provided by DC systems to serve a business function.

5-point analysis – Is a method of problem solving used for identifying the root causes of faults or problems using 5 inquiries Who What When Where Why?

Severity Levels:

- *Severity 1 – A fault or condition which severely impacts production service availability or performance, disrupting business continuity, where no procedural workaround exists. Response required immediately, alerts on, hourly status reports to be submitted to DC.*
- *Severity 2 – A fault or condition which materially affects production service performance, without disrupting business continuity. Response required within two business days, alerting suppressed, daily status reports.*
- *Severity 3 – A condition which does not material affect production service performance, however, does not work as designed or desired. Response required within five business days, alerting suppressed, daily status reports.*
- *Severity 4 (Change, Improvement) – A modification or change to the service is requested. (Use change management process, inform stakeholders.)*

C.2.2 Stakeholder roles, and responsibilities

Role	Responsibilities
DC IT Application Manager	Leadership role, ultimate escalation point for all operational activities.
DC IT Team	<ul style="list-style-type: none"> • Tier 2 - Systems and application administration. • Tier 1 - Desktop/Application support.
IT infrastructure sellers/resellers	<ul style="list-style-type: none"> • Contracted vendor support (hardware and/or software), engaged on an ad hoc basis. (Example: open trouble ticket for issues when applicable.)
The Contractor	<ul style="list-style-type: none"> • Actively engaged in monitoring and management of services, blended with DCs IT Operations.

C.3 Scope of Work

C.3.1 The Contractor will manage the following IT services for DC:

IT Service Description	Classification
Hyperconverged Host (“HCIA”)	Compute & Storage
Virtual Infrastructure Management (“vCenter”)	Application
Firewall	Network
Storage Array	Storage
Core Network	Network
Management Network	Network
DMZ Network	Network
Distribution Network	Network
Monitoring Services	Application

Information regarding the current state:

- The configuration of the services is stored on a USB flash drive as well as in the central file server (VM). Full back up of the file server is performed on a weekly basis and month end tapes sent offsite. The configuration file is backed up every time a change is made and also before any firmware updates and/or patches are applied.
- All hardware is covered by the manufacturer’s extended care package which includes 24 hours/day, 7 days/week, 365 days/year (“24/7/365”) next business day support.
- DC presently uses Nagios for monitoring the services 24 hours/day, 7 days/week, 365 days/year.

C.3.2 The Contractor will be required to perform of the following services listed below for tables 1 – 9:

- Ensure the service is operational 24/7/365 without any unplanned outages;
- Perform maintenance for this service only during evenings and weekends; any changes to this maintenance schedule will require written approval from the Director of IT at least 5 business days prior;
- Provide monitoring for the service 24/7/365;
- Not exceed the RTO and RPO time frame mentioned in the SLA;
- Provide responses to match the severity level classified for the service;
- Provide access to a support contact center 24/7/365; and
- Perform up-to-date backups of the configuration file.

1 - Simplivity OmniCube Hyperconverged Host (HCIA)

General Information		
Services	Hypervisor host servers (VMware vSphere Standard ESXi)	
Hardware Make / Model	02 x Simplivity OmniCubes based on Lenovo System X3650 M5 servers VMware vSphere ESXi hypervisor	
Dependent upon	Datacenter Facilities (power & cooling) Core network	
Dependencies	All virtual guest services	
Expected service level		
Operational	24/7/365	
Monitoring	24/7/365	
SLA	Severity	1
	RTO	24hrs
	RPO	24hrs
Notes	In the event this service becomes unavailable, DC sites in multiple locations and time zones will be affected. VMware support renewed annually by DC.	

2 - Virtual Infrastructure Management

General Information		
Services	VMware vCenter	
Hardware Make / Model	VMware vCenter Server 6.0 (running on MS Windows Server 2008 R2 VM)	
Dependent upon	Datacenter Facilities (power & cooling) Core network ESXi hosts	
Dependencies	All virtual guest service management	
Expected service level		
Operational	24/7/365	
Monitoring	24/7/365	
SLA	Severity	2
	RTO	24hrs
	RPO	24hrs
Notes	vCenter server VM backed up weekly to disk, and monthly to tapes and sent offsite.	

3 - Shared Storage

General Information		
Services	Storage Array	
Hardware Make / Model	Lenovo S2200 02 x iSCSI controllers 01 x Expansion enclosure 21 X 6TB drives (in total)	
Dependent upon	Datacenter Facilities (power & cooling) Core network	
Dependencies	File Server (VM) and Data backup services	
Expected service level		
Operational	24/7/365	
Monitoring	24/7/365	
SLA	Severity	1
	RTO	24hrs
	RPO	24hrs

4 - Firewall / VPN / Access Point Controller

General Information		
Services	Firewall SSL & IPSec VPN Wireless AP controller	
Hardware Make / Model	02 x Fortinet FortiGate 200D (HA cluster) 08 x Fortinet FortiAP (Access point)	
Dependent upon	Datacenter Facilities (power & cooling) Core network Wi-Fi access points depend on POE switch for power	
Dependencies	All internet access, internetwork routing, inter-site VPN, SSL VPN and Wi-Fi Access to externally hosted applications depends on VPN or the internet based access. Access to internally hosted applications and services by DC remote offices.	
Expected service level		
Operational	24/7/365	
Monitoring	24/7/365	
SLA	Severity	1
	RTO	24hrs
	RPO	24hrs
Notes	For SSL VPN services provide severity 2, RTO 48hrs response. For Wi-Fi infrastructure provide severity 3, RTO 72hrs response.	

5 - Core Network

General Information		
Services	Core 1Gbit network	
Hardware Make / Model	02 x HP ProCurve 2530-24G (HA cluster)	
Dependent upon	Datacenter Facilities (power & cooling)	
Dependencies	All infrastructure services	
Expected service level		
Operational	24/7/365	
Monitoring	24/7/365	
SLA	Severity	1
	RTO	24hrs
Notes	In the event this service becomes unavailable, multiple DC sites in multiple locations and time zones will be affected.	

6 - Management Network

General Information		
Services	Management 1Gbit network	
Hardware Make / Model	01 x HP ProCurve 2530-48G	
Dependent upon	Datacenter Facilities (power & cooling)	
Dependencies	All infrastructure services	
Expected service level		
Operational	24/7/365	
Monitoring	24/7/365	
SLA	Severity	1
	RTO	24hrs
Notes	In the event this service becomes unavailable, multiple DC sites in multiple locations and time zones will be affected.	

7 - DMZ Network

General Information		
Services	DMZ 1Gbit network	
Hardware Make / Model	01 x HP ProCurve 2530-24G	
Dependent upon	Datacenter Facilities (power & cooling)	
Dependencies	All WAN connectivity	
Expected service level		
Operational	24/7/365	
Monitoring	24/7/365	
SLA	Severity	1
	RTO	24hrs
Notes	In the event, this service becomes unavailable multiple DC sites in multiple locations and time zones will be affected.	

8 - Distribution Network

General Information		
Services	Distribution networking to stations, printers, and IP telephones	
Hardware Make / Model	01 x HP ProCurve 5406zl 06 x 24 port expansion modules	
Dependent upon	Datacenter Facilities (power & cooling)	
Dependencies	All WAN connectivity	
Expected service level		
Operational	24/7/365	
Monitoring	24/7/365	
SLA	Severity	1
	RTO	24hrs

9 - Monitoring Services

General Information		
Services	Automated monitoring	
Hardware Make / Model	At present using Nagios (VM)	
Dependent upon	Datacenter Facilities (power & cooling) Core network ESXi hosts	
Dependencies	All infrastructure services monitoring	
Expected service level		
Operational	24/7/365	
Monitoring	24/7/365	
SLA	Severity	2
	RTO	24hrs
	RPO	24hrs
Notes	DC is open to using other monitoring tools. Monitoring tool should have the ability to monitor services that fall under DC's responsibility.	

- C.3.3 For each IT service that is classified as a Severity 1 or 2, when an issue arises, a 5-point analysis must be completed by the Contractor to ensure that root cause is identified, corrected and that the identified issue will not arise in the future.
- C.3.4 The Contractor will provide monthly availability metrics which will validate if Contractor requirements are being met.
- C.3.5 The Contractor will maintain a current and up to date configuration and build manual at all times and provide DC with a copy.
- C.3.6 Provide ad hoc level 3 support for DC's mission critical applications including but not limited to Microsoft Exchange 2010, Windows Active Directory, Microsoft Lync 2010, Veeam Backup and Replication.
- C.3.7 Provide other services as related to managed IT services as required by DC.

C.3.8 Assist DC's Director of IT with forecasting of expenses related to data center operations, i.e. the expansion, renewal of maintenance and support contracts, the lifecycle of hardware, licensing etc.

C.3.9 Services provided by the managed services Contractor are expected to be scalable. DC at its own discretion should be able to add or reduce services with a 30 day written notice. Changes in the level of service will be reflected in the monthly service fees.

C.3.10 The Contractor will provide the services listed in the table below:

Functions	Included Services
Change Management	<ul style="list-style-type: none"> • Scheduling or communication of production system outages. • Provision of information and schedule any required change windows with DC's Executive Director of IT • Implementation of minor hardware and software patching. • Preparation of patching Implementation, rollback and test plans for in scope changes. • Update server hardware and software documentation as changes are implemented.
Incident Management	<ul style="list-style-type: none"> • Implementation of incident detection and automated monitoring and notification. • Record and track all in scope incidents from notification to closure. • Assign technician to resolve incidents according to established incident priority. • Identification, investigation, and diagnosis of hardware and operating system related problems. • Resolve incidents relating to service interruptions for operating systems, hardware, security, backup and storage as quickly as possible. • Return any incidents not within contract scope to ServiceDesk for reassignment to appropriate technical teams. • Liaison with hardware vendor(s) for hardware repair(s) to the server. • Notification to DC of identified availability issues and faults. • Implementation of emergency fixes and device recovery from backup if applicable. • Notify Service Desk when incidents have been resolved. • Documented 5 point analysis for all severity 1 and 2 incidents.
Problem Management	<ul style="list-style-type: none"> • Identify and record problems. • Escalate the problem to DC where appropriate.
Configuration Management	<ul style="list-style-type: none"> • Maintain documentation for system restart, restore, backup and configuration.
Security Management	<ul style="list-style-type: none"> • Ensuring support personnel have relevant security clearances to match security policies. • Manage in-scope security and VPN access. • Monitoring and support tasks to include all event monitoring, server malware protection measures (virus, Trojan, spam) on in scope servers. • Maintain malware protection measures for in-scope servers (e.g. virus, Trojan, spam) • Implement emergency security fixes. • Create and maintain user authentication on in scope devices and servers. • Report on security incidents.

Functions	Included Services
	<ul style="list-style-type: none"> • Firewall and ACL administration and changes (for in scope devices). • Apply server security patches on a monthly basis. • Apply hypervisor security patches on a quarterly basis. • Apply guest support tools (vmtools or otherwise) on servers which are in scope.
Release Management	<ul style="list-style-type: none"> • Implement emergency security fixes. • Implement minor software releases. • Implement minor hardware upgrades. <p>Note: Changes that do not disrupt services are scheduled to take place during core business hours. Changes that require service outages must be scheduled for non-business hours. Indicate if there are additional charges associated with non-business hour changes.</p>
Availability Management	<ul style="list-style-type: none"> • Monitor component availability. • Monitor and advise on system and file storage capacity. • Notify DC of identified availability issues and faults. • Recommend infrastructure improvements to increase/improve availability.
IT Service Continuity Management	<ul style="list-style-type: none"> • Monitor data backups for in scope servers. • Perform data and component recovery from backup. • Maintain established prevention measures to reduce the impact of incidents.
Information and Communication Technology (ICT) Infrastructure Management	<ul style="list-style-type: none"> • Manage delivery of contracted services. • Management of assigned support staff, workload assignment, and prioritization. • Manage day to day tasks for staff. • Monitor staff workload and assign and prioritize tasks to match business requirements. • Manage in-scope security services. • Upon request, provide quotes for out of scope services.
Service Level Management	<ul style="list-style-type: none"> • Prepare and manage Operational Level Agreement (“OLA”). • Establish a process to manage changes to the OLA. • Manage service levels against OLA. • Advise regarding the feasibility of matching the OLA to DC IT Department’s Service Level Agreements . • Measure Service Levels (Actual achieved service against established service levels).
Capacity Management	<ul style="list-style-type: none"> • Implement automated system resource usage measurement tools. • Annual high level capacity management and resource planning of future growth requirements for services and hardware in scope.
Financial Management for IT	<ul style="list-style-type: none"> • Upon request, provide quotes for out of scope services.
Facilities and Data Center Services	<ul style="list-style-type: none"> • Escalate support issues to DC which may be related to facilities or data center services.
Network Services	<ul style="list-style-type: none"> • Provide network changes as specified in Security Management. • Implement basic routing, VLAN, and firewall changes based on requests from DC. • Monitoring and escalation to DC regarding critical network links, critical VPN links. • Apply annual updates to in scope network devices (minor releases of switch & router operating systems).

Storage Services	<ul style="list-style-type: none"> • Perform incident & problem management. • Perform periodic installation of minor releases of SAN firmware or other updates. • Perform SAN upgrades as per vendor recommendations. • Monitor the SAN for critical errors or issues (disk, battery, controller, link failures or otherwise) using vendor recommended tools, and liaise with the vendor for incident & problem resolution. • Create and maintain documentation of the SAN's disk configuration and allocation.
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C.4 Contractor Qualifications

C.4.1 The Contractor must have a minimum of:

- i. 5 years' experience in managed IT services;
- ii. 7 years' experience with data center management;
- iii. 5 years' experience of project management;
- iv. 1 years' experience managing Simplivity Hyperconverged technology;
- v. 5 years' network management experience; and
- vi. 5 years' experience managing storage arrays.

C.4.2 The Contractor must have a minimum of the following resources on staff:

- i. 2 certified VMWare technicians;
- ii. 1 certified storage technicians, preferably Lenovo;
- iii. 2 certified network administrators (any network administration certification will do); and
- iv. 1 certified Project Management Professional (PMP)®.

C.4.3 The Contractor must have on staff, or have access to, within the stated SLAs, the resource(s) that is certified and has experience installing, configuring, and managing the following hardware and software:

- i. VMware environment Vsphere 6;
- ii. Lenovo System X3650 M5 servers;
- iii. Simplivity OmniCube's with Accelerator card;
- iv. Lenovo S2200 SAN;
- v. HP Procurve switches;
- vi. Firewall / VPN – Fortinet FortiGate 200D;
- vii. Wi-Fi – Fortinet FortiAP; and
- viii. WAN – monitoring of Primary and secondary feeds for HQ office. VPN connections to UK offices and web hosting site.

The Contractor should maintain the above mentioned or reasonably equivalent certifications and qualifications for the duration of the agreement. DC reserves the right to request evidence of these certifications and/or qualifications from the Contractor.

C.6 Performance Standards and Quality Measurement

The Contractor will be measured on their performance in relation to the following:

- Ability to deliver on SLA guarantees;
- Response times for acknowledgement and delivery of requested support; and
- The quality of support.

C.7 Contractor Responsibilities

The Contractor will be responsible for ensuring the following:

- Assign a dedicated Account Manager and/or Project Manager;
- Assign a dedicated a Technical Lead;
- The Contractor must be able to provide a monitoring and response operation 24 hours a day, seven (7) days a week, 365 days a year;
- Contractor-supplied ticketing system;
- Ensure all services as set out in section C.3 Scope of Work are delivered;
- Maintain all required certifications as set out in section C.4;
- The Contractor must have staff in Greater Vancouver, BC, to respond to incidents onsite as needed:
- Resolve all support inquiries in a timely manner as defined in the SLA; and
- The Contractor will also be responsible for implementing the required services and infrastructure at the beginning of the Contract and provide migration and transition support to a new Contractor at the end of the Term. These two processes will require:
 - Liaison with DC and its Contractor(s) to transition in/out all required services and information;
 - A seamless migration to a new contractor at the end of the Term.

C.8 Reporting and Communication

DC requires performance monitoring reports, these are to include uptime/availability as well as incident management reports which are to be sent and discussed monthly.

C.9 DC Responsibilities and Support

DC will assign a person(s) to handle incoming and outgoing requests and correspondence. This person(s) will also:

- Act as a vendor relationship manager with the Contractor's assigned project manager and ensure projects/tasks are completed on time, budget and as scope;
- Interface with the Contractor largely via the Contractor-supplied ticketing system, but also setup regular status calls and project specific meetings/teleconferences, as needed; and
- Provide annual Contractor performance reviews to ensure that the Contractor is supplying the expected quality of deliverables outlined in the Contract.

DC is responsible for the monitoring, support, and management of the following IT services:

IT Service Description	Classification	SLA			
		Severity	Availability	RTO	RPO
Datcenter Power	Facilities	1	24 / 7 / 365	24hrs	24hrs
Datcenter Cooling	Facilities	1	24 / 7 / 365	24hrs	24hrs
Datcenter Power protection	Facilities	1	24 / 7 / 365	24hrs	24hrs
Datcenter Environment Control and Monitoring	Facilities	1	24 / 7 / 365	24hrs	24hrs
Internet Connectivity	Network	1	24 / 7 / 365	24hrs	24hrs
IP Telephony	Network	1	24 / 7 / 365	24hrs	N/A
Physical Domain Controller	Servers	1	24 / 7 / 365	24hrs	24hrs
Virtual Guests	Servers	1	24 / 7 / 365	24hrs	24hrs
Messaging (Exchange/BES/IM)	Applications	1	24 / 7 / 365	24hrs	24hrs
File Services	Applications	1	24 / 7 / 365	24hrs	24hrs
Print Services	Applications	2	9 x 5	24hrs	24hrs
Data Backup Application and Tape Storage	Application/Storage	2	24 / 7 / 365	24hrs	24hrs
Intranet	Applications	2	9 x 5	24hrs	24hrs
ERP	Applications	2	9 x 5	24hrs	24hrs

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

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

D.1 Mandatory Criteria

D.1.1 The proponent must have all of the minimum qualifications as described in Section C.4 Contractor Qualifications, are you able to comply with this requirement?

Yes, my firm has all of the described qualifications.

No, my firm does not have one or more of the described qualifications.

D.1.2 The proponent must be able to provide a dedicated account manager. Are you able to comply with this requirement?

Yes

No

D.1.3 The proponent must be able to provide a monitoring and response operation 24 hours a day, seven (7) days a week, 365 days a year. Are you able to comply with this requirement?

Yes

No

D.1.4 The proponent must have staff in Greater Vancouver, BC, Canada to respond to incidents onsite as needed. Are you able to comply with this requirement?

Yes

No

D.1.5 The proponent must be capable of providing a ticket management system to manage client issues. Are you able to comply with this requirement?

Yes

No

SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

Proponents should respond to the questions below clearly and concisely. If the proponent is attaching documents as part of their response to a specific question, the proponent should reference the attachments in their response.

E.1 Corporate Structure and Strengths

- E.1.1 Provide an overview of your firm describing your firm's years of experience, reputation, core competencies and recognized expertise in the market. Include any additional information essential in providing a thorough understanding of your firm's suitability to perform the services as outlined in Section C, while presenting a strong case as to why your firm is a good fit for DC. Limit your response to one page or less. Maximum marks available: 10 points

E.2 Experience, Expertise and Account Management

- E.2.1 Describe in detail your experience in implementing and supporting Simplivity Hyperconverged technology? Maximum marks available: 10 points
- E.2.2 Describe in detail your current maintenance and patch management process, detailing the scope, risk assessment process, and frequency. Maximum marks available: 5 points
- E.2.3 Describe in detail your afterhours, weekend and holiday support and escalation procedure. Maximum marks available: 5 points
- E.2.4 DC requires the Contractor to provide a dedicated account manager and a technical lead as the key contact person(s) on the DC account.
Please provide the following information of the proposed account manager and the proposed technical lead that will be working on the DC account.
- details of relevant experience, education, expertise, and roles;
 - areas of responsibility;
 - availability during DC's business hours (9 am to 5 pm Pacific Time);
 - the geographic location of the person; and
 - how often will the proposed account manager and technical lead plan to meet with DC?

If the person's geographic location is outside of Vancouver, BC; how does this person plan to effectively work and communicate with DC's Vancouver office when required?
Maximum marks available: 5 points

- E.2.5 Please provide the following information of the certified resource(s) (staff & contractors) that will be working on the DC account.
1. details of relevant experience, education, expertise and roles;
 2. areas of responsibility; and
 3. the geographic location of the person.
- If the resource's geographic location is outside Vancouver, BC; how does this resource plan to effectively work and communicate with DC's Vancouver office when required?
Maximum marks available: 15 points
- E.2.6 Explain your approach to segregation of duties and responsibilities, i.e. what will DC IT have access to? How would you manage a blended access scenario between DC and your organization? Maximum marks available: 5 points

E.2.7 Describe in detail your reporting process and cycles and include a sample report. Maximum marks available: 5 points

E.3 Service Level

E.3.1 Describe in detail your change management process. How do you plan to work with DC to develop a change management process that meets DC's needs? Maximum marks available: 5 points

E.3.2 Describe in detail your incident management process. How you plan to work with DC to develop an incident management process that meets DC's needs? Maximum marks available: 5 points

E.3.3 Describe in detail your problem resolution process. Maximum marks available: 5 points

E.3.4 Describe in detail your monitoring process identifying the tool(s) that you would use for monitoring DC's managed services and describe why you have chosen the proposed tool(s). Would you be willing to share these tools with DC to monitor services that fall under DCs responsibilities (4 physical servers, 15 virtual server, 2 WAN links and 1 IPsec VPN)? Maximum marks available: 5 points

E.3.5 Once a year the DC offices plan a power outage that will require complete shutdown and start-up of all its IT services. How do you plan to work with DC to assist in this process? Maximum marks available: 5 points

E.4 Implementation and Transition

E.4.1. Please describe your firm's approach to transition all the work that is being done by the current providers. (ex. what is your approach for knowledge transfer and learning about the managed services (Hardware, configurations, software, etc.)?). Ensure you describe the approach you would take to assure that there is a seamless transition. Please provide one client example from the past 3 years, outlining the transition plan, results and any lesson learned. Maximum marks available: 10 points

E.4.2. Please describe in detail your firm's transition out clause and procedure. Maximum marks available: 5 points

E.5 Additional Information

E.5.1. Please provide information on other services provided by your firm that DC may be interested in. This question is for information purposes only and will not be evaluated. No marks available.

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 NRFP# and name along with company information.

DC is constrained by a limited budget; therefore proponents are encouraged to present the 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 should be quoted in **Canadian** dollars, excluding taxes.

F.1 Proposed Pricing Detail

F.1.1 Monthly Fees

Table reference #	Service Description	Monthly Fee
1	Simplivity OmniCube Hyperconverged Host (HCIA) 02 x Simplivity OmniCube	\$
2	Virtual Infrastructure Management vCenter Server (VM)	\$
3	Shared Storage Lenovo S2200	\$
4	Firewall / VPN / Access Point Controller 02 x Fortinet FortiGate 200D	\$
5	Core Network 02 x HP ProCuver 2530-24G	\$
6	Management Network 01 x HP ProCurve 2530-48G	\$
7	DMZ Network 01 x HP ProCurve 2530-24G	\$
8	Distribution Network 01 x HP ProCurve 5406 ZL	\$
9	Monitoring Services The Contractor managed Services	\$

F.1.2 Single Instance Fees

Service Description	Fee/Instance
*Power Outage Support – Shut down and restore of IT services.	\$
On-boarding	\$
Termination/Exit	\$

*could occur once a year, more than once or not at all (for the purposes of evaluation, DC will include the cost for one instance per year)

F.1.3 Hourly Rates

Service Description	Regular Service (hourly)	Emergency Service (hourly)
Project Management	\$	\$
Technical - Network	\$	\$
Technical - Storage	\$	\$
Technical - Server	\$	\$
Technical Application	\$	\$

F.1.4 Optional Transition Rate

Please provide a cost should DC wish to use the Contractor’s monitoring tool to monitor its self-managed services.

Cost/month \$ _____

Evaluation of F.1.1, F.1.2 and F.1.3

The pricing evaluation will look to understand the Total Cost of Ownership (TCO) for the contract and make an evaluation based on this.

- The proponent with the lowest total price receives the full marks available “Allocated Marks” and their pricing becomes the baseline for measurement “Baseline Price”.
- The remainder of the proponents pricing (ranked lowest to highest) is divided against the Baseline Price and multiplied by the Allocated Marks. The formula is as follows:

$$\frac{\text{Baseline Price}}{\text{Proponent (X) Price}} \times \text{Allocated Percentage}$$

Please see details below:

Section	Calculation	Maximum Marks available (out of 30)
F.1.1	Monthly Fee multiplied by twelve (12) (12 months/year) and multiplied by five (5) (5 years)	23
F.1.2	Power Outage Support multiplied by five (5) (using the assumption of one (1) outage/year) will be added to the On-Boarding Fee (once) and the Termination Fee (once).	
F.1.3	An average of the Regular Service and the Emergency Service hourly rates will be calculated	7
F.1.4	N/A	No marks available

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.

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

SECTION G – PRESENTATION / DEMONSTRATION REQUIREMENTS

G.1 Presentations / Demonstrations Requirements

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

Presentations/Demonstrations will take place at:

Destination Canada HQ
Suite 800 – 1045 Howe Street
Vancouver, BC V6Z 2A9

Or

Via Telephone/web conference

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

SECTION H – NRFP PROCESS AND TERMS

H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Intent to Submit (*)	June 12, 2017, 14:00 hours PT
Deadline for Questions- first round	June 12, 2017, 14:00 hours PT
Final Deadline for All Questions	June 26, 2017, 14:00 hours PT
Closing Date and Time	July 14, 2017, 14:00 hours PT
Presentations of Shortlisted proponents (if required)	week of August 14 th , 2017
Notification: DC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	Sept 12, 2017
Timeframe for Negotiations	15 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 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 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 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 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 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.

H.5 Amendments

Information, instructions, modifications, and/or questions and answers may be incorporated by DC in an amendment to the NRFP. If this NRFP was posted on the Government of Canada BuyandSell.gc.ca 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 www.buyandsell.gc.ca for amendments to the NRFP that DC in its discretion may post prior to Closing Time. Such amendments may contain important information, including significant changes to this NRFP. 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 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.

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 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.

H.9 Language

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

H.10 Negotiations

DC reserves the right to negotiate 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 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.

H.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 DC and the successful proponent.

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

H.16 Publicity

Proponents must not refer, expressly or by implication, to DC, or to this competition, in any advertising or another 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 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.

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

H.20 Rights of Destination Canada

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 NRFP;
- 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 NRFP 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 NRFP 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 NRFP, 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 one proponent to meet the requirements of the NRFP;

H.20.10 not enter into any contract at all with any proponents responding to this NRFP.

SECTION I – LIST OF APPENDICES

APPENDIX	FILE NAME
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1	Proponent Information and Acknowledgement Form
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2	Material Circumstances Disclosure Form
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3	Amendments
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4	Declaration of Sub-Contractors
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5	General Contract Terms
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APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT 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 NRFP (name, title, phone number, and e-mail):	

- b) 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 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 NRFP.

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 NRFP 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 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.

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 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 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 30 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.