



Canadian Tourism
Commission

Commission canadienne
du tourisme

Negotiated Request for Proposal

Name of Competition:	SAP Business ByDesign Partner
Competition Number:	DC-2017-JC-04
Closing Date and Time:	31 July 2017 14:00 Pacific Time (PT)
Contracting Authority:	Jeff Chan Procurement Officer 604-638-8336 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 11 key geographic markets: Brazil, China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom and United States.

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

A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the "NRFP") is to solicit proposals for an established SAP Business ByDesign ("SAP ByD") firm to act as a strategic and operational partner. See Statement of Work (Section C) for detailed requirements.

It is DC's intent to enter into an agreement with the proponent(s) 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 three (3) year period, with an option to extend on an annual basis by DC for a total period not to exceed another three (3) years, at DC's sole discretion. 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 presentations meet the stated criteria and the scores assigned during the evaluations, are at the sole discretion of DC.

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

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% of 50% or higher, the “Threshold”, will be evaluated further based upon, but not limited to Proposed Pricing, Presentations.

B.2.2 Proposed Pricing (Section F) 40%

Following evaluation of Proposed Pricing, DC may limit further evaluation to a limited number of the top ranked proposals (the “Shortlist”). Only those proposals on the Shortlist will be further evaluated based upon Presentations.

B.2.3 Presentations (Section G) 10%

TOTAL 100%

B.2.4 Negotiations

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

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, 31 July 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, 06 July 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, 06 July 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-JC-04, SAP Business ByDesign Partner - 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 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 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. 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 Background

The Canadian Tourism Commission, a Crown corporation of the Government of Canada, operating as Destination Canada (“DC”), requires an established SAP Business ByDesign (“SAP ByD”) firm and SAP ByD approved reseller or support partner to act as a strategic and operational partner.

DC, Canada’s national tourism marketing organization, supports the tourism sector in generating travel export revenues to benefit the Canadian economy by leading the tourism industry in repositioning Canada as a destination where travellers can create extra-ordinary personal experiences.

DC implemented SAP ByD in 2012. SAP ByD is used by all DC staff however, the following DC business units (“BU”) are key users:

- Finance;
- Procurement; and
- Human Resources (“HR”).

DC engaged a SAP ByD consultant in 2016 to investigate improvement opportunities to SAP ByD use and operations across Finance, Procurement and HR, as well as Customer Relationship Management (“CRM”). This project identified short term and long term opportunities to drive greater benefits from SAP ByD, improve DC business operations and find greater efficiencies.

C.2 Objective

The Contractor will advise DC in business operations relating to SAP ByD and maximize the benefits of SAP ByD to DC’s operations.

The Contractor will implement short and medium-term improvements to SAP ByD systems and operations across Finance, Procurement and HR. The Contractor will work as a longer-term strategic advisor and partner to identify, explore and implement improvements to DC’s operations as they relate to SAP ByD. The Contractor will work with DC to ensure that other systems interface effectively with SAP ByD, including but not limited to DC CRM systems.

C.3 Scope of Work

Provide SAP ByD consulting and business advisory services to DC; lead on SAP ByD business improvement projects; and provide subject matter expertise (“SME”) as it relates to SAP ByD, improvements to SAP ByD and how this can benefit DC, relating to the operations of the following business units:

- Finance;
- Procurement;
- IT;
- HR;
- CRM; and
- Operations with the wider business that relate to SAP ByD.

Provide SAP ByD training and other support to DC teams as required.

C.4 Approach and Methodology

Working alongside DC teams, based in Vancouver, Canada, the Contractor is to provide advice on utilizing SAP ByD to optimize DC business operations in meeting its goals and in full compliance with government regulations and guidelines.

Initial discovery sessions may require travel to DC's head office in Vancouver. Ongoing work between the Contractor and DC will be performed remotely if Contractor is located outside the Greater Vancouver, BC area. Any requirement for travel to DC's head office must be pre-authorized and agreed upon by DC and the Contractor.

C.5 Deliverables and Schedule

Through the investigative work conducted in 2016, the following key findings and recommended actions have been identified for each of Finance, Procurement, IT, and HR:

Main Areas	Key Findings
Procurement	<ul style="list-style-type: none"> - Training required - Contract tracking does not meet requirements - The system and processes are not meeting business needs - Procurement receives purchase request without budget approval
Finance	<ul style="list-style-type: none"> - Procurement process heavily impacts Finance - Manual process can be automated - Reporting and dashboard required
Human Resources	<ul style="list-style-type: none"> - Multiple systems used for employee and time - Reporting and dashboard required
Information Technology	<ul style="list-style-type: none"> - Lack of product expertise to support business units - Business roles needs to be revisited

Main Areas	Key Recommendation
Procurement	<ul style="list-style-type: none"> - Unified process to ensure purchases are linked to contracts. Ultimately replace contract use with master Purchase Order ("PO"). Increase BU ownership of contract / PO - Capitalize on RFQ functionality - Give visibility to procurement of approved budgets to help with prioritization
Finance	<ul style="list-style-type: none"> - Review process (invoice against PO) and sequence - Revisit the way Host Analytics is used today to see how it can be further leveraged - Review the potential manual processes to be automated using the Add in refresh functionality
Human Resources	<ul style="list-style-type: none"> - Interface between SAP ByD and ADP would allow usage of SAP ByD employee Portal - Report generation allows notification for Overtime ("OT") and usage of Manager Approval App - Build Dashboard for Key Performance Indicators ("KPI") and Alerts based on threshold - Revisit implementation of leave management module for staff in international offices
Information Technology	<ul style="list-style-type: none"> - Revisit Business roles - Provide external training and support to allow IT team to better support Business Units - Perform minimal testing in test tenant after upgrade and communicate to SAP if problems are reoccurring

The Contractor will make an assessment of these recommendations and to present an Action Plan for review by DC business units within four (4) weeks from the contract start date. This Action Plan will set out the following:

- Identify and assign an Account Manager and subject matter experts;
- Confirmation of deliverables to meet DC's needs;
- Work breakdown structure and Gantt Chart with key milestones and deadlines against all deliverables;
- Involved parties and their roles and responsibilities; and
- Any requirements of DC from the Contractor.

DC is also looking to engage the Contractor to investigate business processes and operations for betterment, use of industry best practices and continuous improvement.

The key deliverables for each of the business units are as follows:

C.5.1 Finance

Budget:

- Set up Budget and Forecasts in SAP ByD.
- Budget, Forecasts and Actuals to be compared using cost centers and General Ledger ("GL") accounts. Information to be available real time for Business Units replacing the requirement for Host Analytics.

Reporting, KPI & Dashboard:

- Make use of standard reports, SAP ByD system filters and SAP ByD system view;
- Create reports to allow use of Add in refresh functionality;
- Set up automated report broadcast;
- Define and set up KPI; and
- Create Dashboard.

Set up Statutory Reporting using Financial Structure:

- Use Functional Area and Nature of expense SAP ByD structures; and
- Use tags in SAP ByD for another dimension for tracking.

Revisit Finance Functionalities:

- Tax Management: SAP ByD functionalities and process are incorrectly used. To perform a review of Tax GL Accounts & GL account types;
- Depreciation: Misalignment between business requirements and system set up. Manual calculation is currently performed;
- Payment Management Yearend Cut-off: Disconnect between Accounts Payable ("AP") payment approval and payment release in SAP ByD resulting in year-end reporting cut off issues (i.e. AP and Cash);
- Payment Advice: Payment Advices are created and sent manually. To implement payment advice standard SAP ByD functionality; and
- Expense Report: Internal approval hierarchy to be redefined.

Closing Cockpit

C.5.2 Procurement

Improvements to procurement processes to ensure that purchases are processed and approved through SAP ByD, maximising system functionalities that are lean and efficient, auditable and easy to report on.

Review and adapt Shopping Cart functionality:

- Approval process;
- Budget approval;
- Required fields;
- Field automation; and
- Push-through of information to Shopping Carts.

Review and adapt Purchase Order functionality:

- Conduct trouble-shooting;
- Investigate the forwarding and approval process for POs;
- Revise Product Categories;
- Replace GSIN code with revised Product Categories;
- Remove valid From/to from PO line item (service start date & end date already serves this purpose);
- Recommend changes to fields that could support improved reporting; and
- Field automation.

Explore a move from Contracts to Purchase Orders, replacing Contract use with Master PO.

Reporting, Key Performance Indicators (“KPIs”) and Dashboard:

- Advise on best suited reports for DC requirements;
- Create standard reports to allow for reuse with SAP ByD Excel Add-in that refresh from the live system;
- Set up automated report broadcasts;
- Define and set up KPIs;
- Provide Business Units with tools to follow their own contracts (reports, SAP ByD system filters, SAP ByD system view); and
- Create Dashboards that provide visibility and key information, including but not limited to, contract spend to date, total contract value, expiry date, extension options, for contract owners.

C.5.3 Information Technology

Address the following IT Application and System Management key areas:

Conduct Application & System Management and reporting training

Revisit Business Roles & Assignment:

- Business requirement changed since implementation and are not meeting the needs or might be too wide. Several conflicts of segregation of duties needs to be addressed. In addition, there is an access audit being performed twice every year and it is very cumbersome for Destination Canada.
- Business roles needs to be revisited to meet new business realities and eliminate as much as possible the segregation of duties conflicts.
- Custom report to be built to simplify Audit process.
- Assistance with implementation of HTML5 version of SAP ByD.

C.5.4 Human Resources

Provide SAP ByD consulting services about the following Human Resources key areas:

Conduct Human Resources & reporting training

- To assess whether there are SAP ByD reporting capabilities that HR team is not utilizing that would be useful for HR.
- To provide training on these reporting capabilities, if any

Reporting, KPI & Dashboard:

- Make use of standard reports, SAP ByD system filters and SAP ByD system view.
- Create reports to allow follow up on HR information and events such as Vacation balance, Sick Leave by Employee, etc.
- Set up automated report broadcast and Alerts based on threshold.
- Define and set up KPI, Create Dashboard.

Overtime notifications

- To modify SAP ByD so that managers can receive email notifications for overtime requests

Configuration Support

- To be available to assist with and implement configuration changes (for example, to holiday calendar) if required

Mobile SAP ByD Application

- To implement mobile SAP ByD application for leave requests and approvals

C.6 Additional services

- Be DC's primary point of contact for all SAP ByD support related matters;
- Engage SAP for support on DC's behalf including incident escalations;
- Keep DC informed of latest product enhancements, updates, and product road map;
- Inform DC of any product enhancements or changes that could impact areas of Finance, HR, CRM, and Procurement. Make recommendations and assist with implementing enhancements;
- Assist with managing quarterly upgrades. Making sure that our test environment is accessible and assists SMEs with testing and escalating any issues to SAP;
- Assist DC with review of business roles for licensing compliance;
- Assist DC's IT team with Administrative tasks or questions as needed;
- Assist DC's IT team with IT audit of SAP ByD;
- Conduct discovery sessions with our Business Units and SMEs to better understand their needs and how SAP ByD can make life easier and more efficient;
- Provide SAP ByD training to new staff (SMEs); and
- Provide DC with change configuration / customization support and capabilities.

C.7 DC Responsibilities and Support

- DC to identify up to two Subject Matter Experts for each Business Unit.

C.8 Contractor Responsibilities

- The Contractor must have Business experience in the areas of financial operations, HR, sales and purchasing. DC is looking for resources that have a solid understanding and experience in these areas combined with SAP ByD product knowledge.
- The Contractor must have own developers and product experts capable of making most changes without SAP's involvement (SAP involvement only for SAP ByD proprietary items)
- The Contractor must be SAP ByD approved reseller or support partner.

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 Must have minimum three (3) SAP ByD implementations for each of Finance, HR, Procurement modules. Are you able to comply with this requirement?

Yes No

If yes, please provide organization name, size, nature of business, and SAP ByD implementation duration.

1. Finance:	HR:	Procurement:
2. Finance:	HR:	Procurement:
3. Finance:	HR:	Procurement:

D.1.2 Must have Business experience in the areas of financial operations, HR, sales and purchasing. DC is looking for resources that have a solid understanding and experience in these areas combined with SAP ByD product knowledge. Are you able to comply with this requirement?

Yes No

D.1.3 Must have own developers and product experts capable of making most changes without SAP's involvement (SAP involvement only for SAP ByD proprietary items). Are you able to comply with this requirement?

Yes No

D.1.4 Must be SAP ByD approved reseller or support partner. Are you able to comply with this requirement?

Yes No

D.1.5 Must be prepared to have all staff on DC account sign a nondisclosure agreement (NDA). Are you able to comply with this requirement?

Yes No

SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE – (50 Marks)

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

Please limit the length of your proposal response to no more than twenty (20) pages at 12pt font.

E.1 Contractor Background / Technical Experience – (Maximum marks available for this section: 30)

- E.1.1 Provide an executive summary of your company including resumes for the staff assigned to the DC account (please include SAP ByD experience/certificates). **Maximum marks available: 10.**
- E.1.2 Describe how you would work with DC to implement necessary improvements within SAP ByD. How would you get to know DC's business, deliver the Action Plan, execute improvements within SAP ByD and ensure that DC's needs are met? **Maximum marks available: 8.**
- E.1.3 Do you have public sector experience in a similar capacity? If yes provide a summary of your public sector experience? **Maximum marks available: 5.**
- E.1.4 List your comprehensive scope of included services and ad hoc services. Please specify which are included within the price you have quoted. **Maximum marks available: 5.**
- E.1.5 What is your experience of integrating other SAP or non-SAP products with SAP ByD (eg. Concur)? Please provide specific examples. **Maximum marks available: 7.**

E.2 Service Level – (Maximum marks available for this section: 10)

- E.2.1. What are your Service Level Agreements including response times to issues? **Maximum marks available: 5.**
 - Incidents; and
 - Change Request
- E.2.2. Set out your business hours, availability and locations. DC core hours are 9:00 to 17:00 PST. How do you plan to provide support during these hours? **Maximum marks available: 2.**
- E.2.3. Provide your detailed warranty plan including duration, exclusions, and claim process. **Maximum marks available: 3.**

E.3 Communication, Monitoring and Reporting – (Maximum marks available for this section: 10)

- E.3.1. How would you manage communications with DC? Please provide examples of how you communicated with clients of a similar size in the past. **Maximum marks available: 2.**
- E.3.2. Please describe how you would capture, resolve and document issues that arise and please explain how you would communicate this to end users. **Maximum marks available: 2.**
- E.3.3. For an on-going support and maintenance agreement, what periodic reporting can DC expect? Please provide frequency and content. **Maximum marks available: 2.**
- E.3.4. What is your training plan for new subject matter experts ("SMEs") / super users and what materials do you provide for those SMEs? **Maximum marks available: 4.**

SECTION F – PRICING – (40 Marks)

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 a best value for cost when submitting all pricing requests, while taking into consideration all of the requirements in this NRFP and as demonstrated through their response.

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

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

F.1 Proposed Pricing Detail

F.1.1 Service Package Fees (ongoing)

Please provide your competitive price based on your established basic services package suitable for DC business operations. Please include detailed price and description breakdown of the proposed service package. **Maximum marks available: 28.**

Basic Service Package Minimum Monthly Hours	Monthly Fee	Average Hourly Rate Per Basic Package	Hourly cost for additional hours exceeding those included in the Basic Service Package (for information only)	Description of On-going Support Services Included

F.1.2 Hourly Fees (initial Action Plan and deliverables under Section C.5)

Proponents to provide their hourly service rate for hourly work not included in their service package pricing. **Maximum marks available: 12. The “Average Hourly Rate” will be used for evaluation purposes.**

Item Description	Hourly Rate	Estimated Hours*	Total Cost (Hourly Rate x Estimated Hours)	Comments
Finance		238		
Procurement		144		
Human Resources		36		
Average Hourly Rate based on estimated hours (Sum of Total Cost / 418 hours)				

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

All prices should be inclusive of all extra charges such as travel, lodging, currency exchange rates, etc.

* Estimated hours are based on allocated budget for the first year of this contract and it is to help with pricing evaluation.

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.

SECTION G – PRESENTATION / DEMONSTRATION REQUIREMENTS – (10 Marks)

G.1 Presentations / Demonstrations Requirements

DC will require proponents, who have made the Shortlist, to give a presentation. The presentation 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 will take place at:

800 – 1045 Howe Street,
Vancouver, BC, V6Z 2A9

Or

Via videoconference

All costs associated with the presentation 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 (*)	06 July 2017, 14:00 hours PT
Deadline for Questions	06 July 2017, 14:00 hours PT
Closing Date and Time	31 July 2017, 14:00 hours PT
Presentations of Shortlisted proponents (if required)	Week of 28 August 2017
Notification: DC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	18 October 2017
Timeframe for Negotiations	10 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 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: being associated to or related to a DC employee or Board member of DC; having access to information not available to other proponents; communicating with any unauthorized person with respect to the NRFP process; engaging in any action which constrains or limits the ability of another proponent to submit a proposal for the goods or services herein; providing a gift or benefit 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 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 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 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.