



Canadian Tourism
Commission

Commission canadienne
du tourisme

Request for Supplier Qualification

Name of Competition:	Legal Consulting Services
Competition Number:	DC-2018-CD-02
Closing Date and Time:	June 13, 2018, 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 (“CTC”), 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, and the provinces and territories, DC works 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: Australia, China, France, Germany, India, Japan, Mexico, South Korea, United Kingdom, United States, and Canada.

For further information, please visit <https://www.destinationcanada.com/en/home>.

A1. Purpose and Intent

The purpose of this Request for Supplier Qualification (the “RFSQ”) is to solicit proposals from legal firms for **Legal Consulting Services**, including but not limited to:

- Canadian Labour Relations and Employment Law;
- Commercial Real Estate Law;
- Corporate and Commercial Litigation;
- Corporate Law and Corporate Governance;
- Intellectual Property;
- International Employment Law;
- Marketing and Advertising;
- Pensions and Benefits Law;
- Privacy and Access to Information;
- Procurement and Outsourcing; and
- Taxation.

See Statement of Work (Section C) for detailed requirements.

Proponents may submit a proposal for any of the Scopes of Work listed in Section C Statement of Work (C.3.1 to C.3.11). Submissions can be for a single Scope of Work or for multiple Scopes of Work. Proponents need not submit for all Scopes of Work to be considered.

It is DC’s intent to develop a roster of pre-qualified proponents (the “Roster”) which will be utilized as required to meet DC’s needs for legal services.

This procurement process is not intended to create and does not create a formal binding process whereby every proponent is deemed to have entered into a “Contract A” with DC. Instead, the process is intended to enable DC to learn what proponents can offer by way of goods or services in response to DC’s Statement of Work. Depending on the number and variety of responses, DC will subsequently negotiate with those proposals that best serve its needs, as determined by DC.

By submitting a proposal, a proponent agrees to this negotiated process and agrees that they will not bring a claim against DC with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFSQ.

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

A2. Roster Term

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

DC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Contractor.

A3. Standing Offer Agreement

Any proponent, who is selected for the Roster, will be required to enter into a mutually agreeable non-exclusive standing offer agreement ("SOA") with DC. Each individual future project or service requirement would then be initiated by way of a statement of work ("SOW") and/or a DC Purchase Order ("PO"), which will set out the specifics of the project or service and will be governed by the terms and conditions of the SOA. Proponents should note that execution of a SOA with DC pursuant to this RFSQ does not guarantee that any work will be issued to that proponent.

A4. Roster / SOA Process

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

SECTION B – RFSQ EVALUATION CRITERIA AND INSTRUCTIONS

B.1 Mandatory Criteria Evaluation

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

B.2 Desirable Criteria Evaluation

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

All decisions on the degree to which proposals meet the stated criteria and the scores assigned during the evaluations, are at the sole discretion of DC.

Each of the Scopes of Work defined in Section C.3 - Scope of Work, i.e. C.3.1 through C.3.11 is evaluated against the same criteria set out below:

B.2.1 Desirable Criteria Questionnaire (Section E) 60%

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

B.2.2 Proposed Pricing (Section F) 40%

TOTAL 100%

Following evaluation, DC may select a limited number of top ranked proponents to be included on the Legal Services Roster. DC reserves the right to select the top ranked proponents for the Legal Services Roster to ensure those selected for the Roster can best meet all of DC’s requirements.

B.2.3 Negotiations

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

B.3 Proposal Submission, Intentions, and Questions Instructions

B.3.1 Submissions

Proponents should submit their entire proposal via e-mail to the Contracting Authority by the closing date and time (“Closing Time”) of **14:00 hours PT, June 13, 2018**.

Any proposal received after the Closing Time may not be reviewed by DC. The proponent has sole responsibility for the timely submission of their proposal.

Proposals should be in PDF format and should be submitted as per the instructions in B.3.4 below. All proposals received as a result of this RFSQ shall become the property of DC. The time stamp of DC's email system shall be the official time for receipt of the proposal.

B.3.2 Intentions

Proponents should indicate if they intend to submit a proposal ("Intent to Submit") via e-mail to the Contracting Authority by 14:00 hours PT, June 1, 2018.

B.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until 14:00 hours PT, May 17, 2018. Questions submitted after this date and time may not be responded to.

If DC, in its sole discretion, determines that information generated from any question will be of interest to all, a summary of anonymous questions and answers will be made available to all proponents in the form of an amendment. The source of all questions will be kept confidential.

If a proponent believes that disclosure of a question and response would expose a proprietary aspect of its proposal, the proponent may submit the question with an advisory to DC explaining why it should not be included with the posted anonymous questions and answers. If DC concurs with the request, the question will be answered in confidence and will not be posted. If DC does not concur with the request, the proponent will be asked to restate the question, and if this is not possible, the proponent has the option to withdraw the question.

B.3.4 Instructions

All submissions, intentions, and questions are to be e-mailed to procurement@destinationcanada.com and should reference "**RFSQ DC-2018-CD-02 Legal Consulting Services - CONFIDENTIAL**" in the e-mail subject line. Include the following with your submission, intentions and questions:

- Company name
- Name and title of contact person
- Phone, mobile phone, fax and e-mail of contact person
- Reference to the corresponding RFSQ section(s) if applicable

There is a maximum of eight megabyte ("MB") file size acceptance of any e-mail. Proponents should divide their responses into appropriate sized (smaller than 8 MB) numbered files. In the e-mail the proponent should provide the detail for each section and how many e-mails they will send. Proposals are stored in an electronically secure and restricted environment. Proposals will not be opened until after the Closing Time has passed.

B.4 RFSQ Form of Response, Format and Depth

B.4.1 RFSQ Form of Response

Proponents should respond to and include in their proposal:

- Appendix 1 – Proponent Information and Acknowledgement Form
- Appendix 2 – Material Circumstances Form
- Appendix 3 – Amendments
- Appendix 4 – Declaration of Sub-Contractor, if applicable
- Section D – Mandatory Criteria
- Section E – Desirable Criteria Questionnaire
- Section F – Pricing Proposal (**separate file**)

B.4.2 RFSQ Format and Depth

This Request for Supplier Qualification sets out DC's requirements, desired options and additional considerations. Proponents should prepare their proposals providing a detailed description of their ability to provide the requirements set out in this RFSQ. Emphasis in each proposal should be on completeness and clarity of content, and should correspond to the section numbering set out. Proposals that do not clearly address the requested requirements and/or do not reference the applicable section numbers may be refused for evaluation purposes.

References to hyperlinks or links to social media sites (e.g. LinkedIn) may not be considered by DC in the evaluation process and should not be used. Therefore, any information provided for evaluation should be included in your written proposal.

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

SECTION C – STATEMENT OF WORK

C.1 Background

As a federal Crown corporation of the Government of Canada, DC's mandate is to work with the Canadian tourism industry and provincial and territorial governments to promote Canada as a premier tourist destination, grow tourism export revenue for Canada, grow tax revenue, support the creation of jobs and increase the global competitiveness of Canada's travel and tourism sector.

Headquartered in Vancouver, Canada, DC also has offices located in Ottawa, the UK, Japan, and China. DC is active in the following geographic markets: Australia, China, France, Germany, India, Japan, Mexico, South Korea, United Kingdom, United States, and Canada ("DC's Markets"). DC requires a legal firm(s) that can provide high quality legal services in one, some, or all of these areas, that demonstrates value and is provided in a timely manner.

C.2 Objectives

DC's in-house legal department, composed of two (2) lawyers, requires support from outside counsel. Due to the nature of DC's business, DC requires a variety of legal services ranging from small to large scale files.

C.3 Scope of Work

The Contractor may be required to provide legal services on an as needed basis, at the sole discretion of DC, in, but not limited to, the following areas:

C.3.1 Canadian Labour Relations and Employment Law:

- Acting as corporate litigation counsel, representing DC in any claims, demands, or causes of action by or against DC, its officers and directors, in any court or tribunals.
- Acting as DC's counsel on labour relations and employment law issues under the Canada Labour Code and other relevant federal legislation.
- Mediating disputes.
- Investigating matters on behalf of DC.
- Acting as the spokesperson during collective bargaining agreements.
- Developing tailored employment agreements and related documents for unionized and non-unionized staff and executives.

C.3.2 Commercial Real Estate Law:

- Negotiating and finalizing commercial office leasing agreements.

C.3.3 Corporate and Commercial Litigation:

- Acting as corporate litigation counsel.
- Representing DC in any claims, demands, or causes of action by or against DC, its officers and directors, in any court or tribunals.
- Mediating disputes.

C.3.4 Corporate Law and Corporate Governance:

- Acting as corporate counsel.
- Addressing corporate governance issues in connection with DC's board of directors.
- Shareholder and general governance matters.
- Advising on confidentiality, conflict of interest, and ethics issues.

- C.3.5 Intellectual Property:
- Maintaining all of DC's intellectual property records for its trademarks.
 - Advising on intellectual property issues.
 - Developing agreements and related documents.
- C.3.6 International Employment Law:
- Acting as corporate litigation counsel representing DC in any claims, demands, or causes of action by or against DC, its officers or directors, in any court or tribunal.
 - Mediating disputes.
 - Investigating matters on behalf of DC.
 - Acting as DC's counsel on employee relations issues including, but not limited to, UK, US, Japan and China employment laws.
 - Developing tailored employment agreements and related documents.
- C.3.7 Marketing and Advertising:
- Advising on regulatory issues in DC's markets.
 - Providing guidance and oversight in connection with Canada's anti-spam legislation (CASL).
 - Developing agreements and related documents.
 - Providing guidance and oversight in connection with Social media.
- C.3.8 Pensions and Benefits:
- Advising on legislative requirements.
- C.3.9 Privacy and Access to Information:
- Advising on federal legislative requirements.
 - Developing related policies or language for services agreements.
 - Providing guidance and oversight in connection with privacy impact assessments.
- C.3.10 Procurement and Outsourcing Law:
- Developing and modifying standard procurement documents.
 - Developing tailored procurement documents for large or unusual projects.
 - Providing advice and assistance with respect to individual procurements, including but not limited to disputes and reviews, procedural risk and process recommendations.
- C.3.11 Taxation.
- Advising on legislative requirements and interpretation;
 - Negotiating, litigating and resolving tax matters; and
 - Drafting applicable language for commercial agreements.

C.4 Contractor Requirements

C.4.1 General

The Contractor will maintain an office location in either British Columbia or Ontario for the duration of the Agreement.

The Contractor must have a partner in-charge who is a member in good standing with the law society in the jurisdiction in which they operate.

Previous experience working under Federal Legislation with the Federal Public Service and Crown Corporations is preferred but not required.

The ability to provide services in French is preferred but is not a mandatory requirement.

As the requirement for legal services is unpredictable and sometimes urgent in nature, the Contractor must be capable of providing the services. Upon receipt of a service request, the Contractor will provide receipt acknowledgement within 48 hours and must be able to provide services 7 days a week in order to meet urgent requirements. The Contractor will work with DC to reach an agreed upon deadline for urgent requests.

C.4.2 Personnel, Communications and Reporting

The Contractor will provide DC with one dedicated, single point of contact (the "Account Manager"). The Account Manager will act as the Contractor's client relationship partner and overall client service partner.

The Contractor will inform DC of any major personnel replacement such as any partner servicing or managing DC's account and the Contractor's client relationship partner and overall client service partner.

Upon commencement of each project, the Contractor will appoint a dedicated project manager that will be the contact person for the specific project. The Contractor may have significant interaction with different DC employees and third parties in the performance of its services. As a result, DC will identify roles and responsibilities at the commencement of each project.

The Contractor will provide status updates of assigned projects either weekly or as specified by DC and could vary by project.

C.4.3 Invoicing

The Contractor will send one invoice per month on the date specified by DC for month end. The invoice will include a detailed list of all services provided during the month and the itemized cost of each service provided.

C.4.4 Contract Start and Termination Arrangements

The Contractor is responsible for transitioning from the incumbent provider, including transfer of all records, and developing an understanding of DC.

The Contractor will upon receipt of notice of termination of the Agreement, or on the end date of the Agreement:

- Make good-faith efforts to provide DC with the required legal services as described in the Agreement to the end of the Term of the Agreement.
- Perform Services requested by DC at the rates referred to in the Schedule "B" Pricing section of the Agreement, for up to 120 (one hundred and twenty) days after the end of the Term of the Agreement to allow adequate transition time between contractors.

C.5 Performance Standards and Quality Measurement

DC is committed to fostering and supporting strong positive relationships with its Contractors to ensure critical services are maintained and the highest value and corporate wide economic benefits are realized. As such, the Contractor's performance during the term of any agreement may be assessed using key performance measures.

Any Contractor who has demonstrated poor performance during the execution of projects assigned by DC; DC reserves the right to discontinue use of that Contractor should performance issues not be rectified to DC's satisfaction.

C.6 DC Responsibilities

DC will provide the Contractor with all required documents to complete assigned projects.

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

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

D.1 Mandatory Requirements

D.1.1 The Contractor must currently, or upon contract award, have an office located in British Columbia and/or Ontario.

Are you able to comply with this requirement?

Yes

No

D.1.2 The Contractor must have a partner in-charge who is a member in good standing with the law society in the jurisdiction in which they operate.

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 For Reference Only (Not for evaluation purposes)

E.1.1 Using the following table, proponents are to indicate which **Scope(s) of Work** they wish to qualify for by marking an “X” in the corresponding Indication column.

For markets other than Canada, proponents are to specify which of DC’s Markets, as specified in Section C.1; they are qualified to provide each Scope of Work in.

Scope of Work	Indication (“X”)	DC Market(s)
C.3.1 Canadian Labour Relations and Employment Law		
C.3.2 Commercial Real Estate Law		
C.3.3 Corporate and Commercial Litigation		
C.3.4 Corporate Law and Corporate Governance		
C.3.5 Intellectual Property		
C.3.6 International Employment Law		
C.3.7 Marketing and Advertising		
C.3.8 Pensions and Benefits Law		
C.3.9 Privacy and Access to Information		
C.3.10 Procurement and Outsourcing		
C.3.11 Taxation		

E.1.2 Please provide an overview and history of your company and include the following information:

- Company legal name
- Address
- Telephone number
- Email address
- Head office and branch locations
- Account Manager name and contact information
- Number of staff in British Columbia and/or Ontario

E.1.3 Proponents are to indicate if they:

1. Have capability to provide services in French and English?

English French Both

2. Have worked with Provincial or Federal Crown corporations?

Yes No

E.2 Business / Technical Requirements (For evaluation purposes)

- E.2.1 Please provide the curriculum vitae for the Account Manager and an explanation outlining how they are qualified for the role.

Please limit your response to a maximum of 500 words, excluding the curriculum vitae.
Maximum points available: 15 points

For the following questions, proponents are required to provide one (1) response for each Scope of Work they wish to qualify for.

For example, if a proponent wishes to qualify for Scope of Work C.3.5 Intellectual Property and C.3.11 Taxation, two (2) responses should be provided for each question a response to each of the following questions should be provided for each Scope of Work.

- E.2.2 Please indicate your firm's proposed resources and provide a curriculum vitae for each and an explanation outlining how they are qualified for the role.

Maximum points available: 18 points

- E.2.3 Please describe your firm's capabilities and credentials of relevance to DC's requirements as stated in Section C, Statement of Work. Please highlight any previous experience working under Federal Legislation with the Federal Public Service and Crown Corporations and provide sample briefs and/or articles produced by your firm demonstrating that it offers creative, flexible, timely, and strategic transactional skills and excellent drafting skills.

Please limit your response to a maximum of 1,000 words, excluding any sample briefs and/or articles.

Maximum points available: 18 points

- E.2.4 Provide a list of current and former clients that your firm has provided services similar to those described in this RFSQ. Include the name of the organization, key contact name and contact information, and a brief description of the work provided to each of these customers. DC reserves the right to contact references directly and without notice, for clarification and/or with questions, which will aid in the selection process.

Please limit your response to a maximum of 1,000 words.

Maximum points available: 9 points

E.3 International Capabilities (OPTIONAL)

Only those proponents that have indicated in E.1.1. that they have the capabilities to provide the services in DC's Markets, in addition to Canada, need to respond to the following question.

This question is a pass/fail component, with a score of 60% or higher representing a pass. This question has no point value against the desirable criteria total of 60 points.

- E.3.1 Please provide a detailed explanation of your firm's capabilities and capacity to provide the services to DC for each DC Markets indicated by the proponent in their response to E.1.1.

For DC Markets where the proponent does not have an office, please explain how the services will be provided and by whom, either an employee of the proponent or an established firm to which the proponent has a longstanding relationship with.

Please limit your response to a maximum of 500 words for each DC Market.
Maximum points available: NA

SECTION F – PRICING

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

DC is constrained by a limited budget; therefore proponents are encouraged to present their best value for cost when submitting all pricing requests, while taking into consideration all of the requirements in this RFSQ and as demonstrated through their response.

When evaluating proposed pricing, DC may consider the total cost of ownership associated with the service over its lifetime including, but not limited to, acquisition cost, staffing resources, training, support, transportation and logistics, and operating 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 project or 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

Please complete the below table outlining the blended (standard and overtime) hourly rates for each proposed resource for each Scope of Work the proponent wishes to qualify for. Please insert additional rows as necessary.

All prices are to be quoted in **Canadian** dollars and exclude taxes.

Proposed Resource	Blended Hourly Rate
Account Manager	\$
C.3.1 Canadian Labour Relations and Employment Law Partner-in-charge	\$
- Other Partners/Associates (<i>please list each</i>)	\$
C.3.2 Commercial Real Estate Law Partner-in-charge	\$
- Other Partners/Associates (<i>please list each</i>)	\$
C.3.3 Corporate and Commercial Litigation Partner-in-charge	\$
- Other Partners/Associates (<i>please list each</i>)	\$
C.3.4 Corporate Law and Corporate Governance Partner-in-charge	\$
- Other Partners/Associates (<i>please list each</i>)	\$
C.3.5 Intellectual Property Partner-in-charge	\$
- Other Partners/Associates (<i>please list each</i>)	\$
C.3.6 International Employment Law Partner-in-charge	\$
- Partner/Associate in UK	\$
- Partner/Associate in USA	\$
- Partner/Associate in Japan	\$
- Partner/Associate in China	\$
- Other Partners/Associates (<i>please list each</i>)	\$
C.3.7 Marketing and Advertising Partner-in-charge	\$

- Other Partners/Associates (<i>please list each</i>)	\$
C.3.8 Pensions and Benefits Law Partner-in-charge	\$
- Other Partners/Associates (<i>please list each</i>)	\$
C.3.9 Privacy and Access to Information Partner-in-charge	\$
- Other Partners/Associates (<i>please list each</i>)	\$
C.3.10 Procurement and Outsourcing Partner-in-charge	\$
- Other Partners/Associates (<i>please list each</i>)	\$
C.3.11 Taxation Partner-in-charge	\$
- Other Partners/Associates (<i>please list each</i>)	\$

DC will not pay any overtime rates, with exception to extenuating circumstances pre-approved by DC.

The following fees and expenses incurred during the performance of the services will be reimbursed at cost with no additional mark up: faxes, long distance telephone calls, couriers, corporate searches, government registration/filing, and any agent/consultant/third party fees. All fees and expenses require pre-approval by DC.

Any fees associated with office supplies should be included within the key personnel hourly rates and will not be charged separately to DC.

F.2 Payment Discounts

DC prefers a Net 30 payment term and may consider accelerating payment based upon early payment discounts.

F.2.1 Please indicate your payment terms, and explain any early payment discounts available to DC.

F.3 Pricing Strategies

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

F.3.1 Please indicate any other pricing strategies that your company may be willing to discuss with DC, such as flat rate or fixed rate fees, blended hourly rates and/or discounted rates for Crown Corporations.

SECTION G – RFSQ PROCESS AND TERMS

G.1 RFSQ Process Schedule

The schedule for the proponent selection process is as follows:

Deadline for Questions	May 17, 2018, 14:00 hours PT
Closing Date and Time	June 13, 2018, 14:00 hours PT
DC will endeavour to notify all proponents of their selection by:	September 13, 2018
Intent to Submit (*)	June 1, 2018, 14:00 hours PT
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.

G.2 Interpretation of the RFSQ

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

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

G.3 Inquiries and Communication

No individual other than the designated Contracting Authority identified on the RFSQ cover is authorized by DC to comment on any portion of this RFSQ or the requirements described in this RFSQ. DC will not be bound by, and the proponent agrees not to rely upon, any information given or statements made by persons other than the designated DC Contracting Authority.

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

G.4 Accuracy of Information

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

G.5 Amendments

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

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

G.6 Modification and Withdrawal

Modifications to, or withdrawals of, a submitted RFSQ will be accepted by DC by e-mail notice provided that such e-mail is received by DC before the Closing Time. Modifications or additional information received after the Closing Time will not be accepted except upon invitation and request from the Contracting Authority.

G.7 Period of Validity

Proposals must remain open for acceptance for a period of not less than one hundred and twenty (120) days from the Closing Time.

G.8 Proposal Expenses

All costs, including travel, incurred by the proponent in the preparation of its proposal, participation in this RFSQ, presentations, demonstrations, or the negotiation of any resulting contract, will be the sole responsibility of the proponent and will not be reimbursed by DC, unless otherwise indicated. All such costs are taken at the sole risk of the proponent. By participating in this RFSQ, the proponent agrees to absolve DC of any responsibility for the same.

G.9 Language

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

G.10 Contract Negotiations

DC reserves the right to negotiate contract scope and terms with the proponent whose expertise, experience, vision and reputation are judged to best serve the interests of DC, hereafter the “Preferred Proponent”. Proponents are cautioned not to assume that the lowest priced proposal will result in a contract award.

DC will enter into discussions and negotiations with the Preferred Proponent to reach agreement on the final terms of the Agreement. Negotiations may include requests by DC for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or confirm the conclusions reached in the evaluation and may include requests by DC for improved pricing from the proponent.

Concurrent Negotiations: The top ranked proponents, as established under the evaluation, will be invited to enter into contract negotiations with DC. DC intends to conduct negotiations within the Timeframe for Negotiations.

At any point in the Timeframe for Negotiations, DC may elect to unilaterally terminate one or more negotiation(s). Final selection of one or more proponents will be determined following DC’s receipt of Best and Final Offers. Final selection will be based upon best overall value to DC. There will be no legally binding relationship created with any proponent prior to the execution of a written agreement.

G.11 Contract Award

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

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

G.12 Debriefing

Upon request, and at DC's sole discretion, DC will only provide a debriefing to proponents who met or exceeded the minimum Threshold or Shortlist. All requests must be in writing to DC Contracting Authority and should be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a stronger proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

G.13 Material Circumstances

A material circumstance means any circumstance or relationship which may lead to an unfair advantage including but not limited to: being associated to or related to a DC employee or Board member of DC; having access to information not available to other proponents; communicating with any unauthorized person with respect to the RFSQ process; engaging in any action which constrains or limits the ability of another proponent to submit a proposal for the goods or services herein; providing a gift or benefit to a DC employee or Board member; or engaging in conduct that compromises or could be seen to compromise the integrity of the RFSQ process (each a "Material Circumstance").

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

G.14 Proponents Not to Promote Their Interest

Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this opportunity.

G.15 Confidentiality

DC recognizes the proprietary nature of information that may be contained in response to this RFSQ. Proponents must clearly mark and identify those areas of their proposals which contain confidential information. DC will not use or disclose such confidential information, except for the purposes of evaluating the proposals submitted under this RFSQ or as may be required by law, including but not limited to the *Access to Information Act* and the *Privacy Act*.

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

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

G.16 Publicity

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

G.17 No Collusion

By submitting a proposal the proponent represents that its proposal has been prepared without collusion or fraud and in fair competition with proposals from other proponents.

G.18 Law

This RFSQ process and any subsequent agreement will be governed by the laws of the Province of British Columbia and any dispute will be subject to the jurisdiction of the courts of British Columbia and all applicable federal laws.

G.19 Indemnities

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

G.20 Rights of the Canadian Tourism Commission

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

G.20.1 accept any proposal in whole or in part, with the exception of proposals that fail to comply with mandatory criteria, whether or not it is the lowest priced proposal and without prior negotiation;

G.20.2 reject any, all or part of any proposal that:

- i. is incomplete, obscure, irregular or unrealistic;
- ii. fails to meet the objective of the RFSQ;
- iii. fails or omits any mandatory information; or
- iv. is non-compliant with any requirement of this request;

G.20.3 not accept any deviations from the stated terms and conditions;

G.20.4 terminate the process at any time and/or re-issue this RFSQ at any time;

G.20.5 obtain information from the proponents to seek clarification or to verify any or all information provided by the proponent at any time throughout this RFSQ process;

G.20.6 contact references;

G.20.7 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to DC;

G.20.8 incorporate all, or any portion of the Statement of Work, the RFSQ, and the successful proponent's proposal into a resulting contract document;

G.20.9 to make an award in whole or in part, including the right to select and contract with more than the stated maximum number of top-ranked proponents, to meet the requirements of the RFSQ;

G.20.10 not enter into any contract at all with any proponents responding to this RFSQ.

SECTION H – ROSTER AND STANDING OFFER AGREEMENT CONDITIONS

The conditions set out in this Section regarding the use of the Roster and SOA's are subject to change from time to time as DC may deem necessary, without notice to the Contractors on the Roster.

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

11. DC reserves the right to remove a Contractor from the Roster for any reason that DC deems to have a material influence on the ability of the Contractor to satisfactorily provide DC with the goods or services under the Roster.

SECTION 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
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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 ACKNOWLEDGEMENT FORM

1) PROPONENT INFORMATION

- a) Company Information - For identification and information purposes only, provide the following information about your company:

Complete legal company name and address:	
Primary business and length of time business established:	
Number of direct employees:	
Nature of company (i.e. sole proprietorship, corporation, partnership, joint venture):	
Primary contact for the RFSQ (name title, phone number and e-mail):	

- b) References - List three customers with similar requirements to those described in this RFSQ who we may contact as references. For each reference include the name of the organization, key contact information (name, title, address, phone, e-mail), and a brief description of the service provided/performed. Proponent agrees that DC may contact any of these references. It is requested that proponents refrain from using DC as a reference in their proposal.

Reference #1:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

Reference #2:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

Reference #3:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	
Description of Services:	

2) PROPONENT ACKNOWLEDGEMENT

The proponent agrees that the information provided in their proposal is accurate and declares that he/she is a duly authorized signing authority with the capacity to commit his/her firm/company to the provisions contained herein. By signing below, the proponent specifically acknowledges that it has read, understood and agrees to the terms of this RFSQ.

Executed this _____ day of _____, 2018

Authorized Signature:

Printed Name:

Title/Position:

Company Name:

City:

Address:

Phone Number:

E-mail Address:

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

MATERIAL CIRCUMSTANCE:

DC requires proponents to disclose all Material Circumstances (as defined in G.13) as an attachment to their proposal.

Check ONE:

No, there are no Material Circumstances to disclose;

OR

Yes, there is/are one or more Material Circumstance(s) to disclose and a disclosure statement is attached.

APPENDIX 3: AMENDMENTS

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

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

APPENDIX 4: DECLARATION OF SUB-CONTRACTORS

The services in this proposal will be provided solely by the company named in Appendix 1 – Proponent Information and Acknowledgement Form.

OR

Sub-contractors will be used to provide the services described in this proposal.

Companies called on as Sub-Contractors to collaborate in the execution of the proposed services.

Name:

Contact Person:

Title:

Phone Number:

E-mail Address:

Address:

City:

Province:

Postal Code:

Description of services provided:

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

APPENDIX 5: GENERAL CONTRACT TERMS

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

1. Non-exclusive contract;
2. Contract term as provided in the RFSQ;
3. The Contractor will designate key personnel assigned to DC file who cannot be changed without the approval of DC;
4. Dedicated time commitments (full time equivalent basis) on a monthly or annual basis to DC work, if applicable;
5. Service levels for typical work (e.g. commitments for timing from planning stages to campaign launch);
6. All intellectual property created by the Contractor will be the property of DC. Contractor will certify that the intellectual property is delivered free from encumbrances and in compliance with all applicable laws;
7. Contractor will undertake to ensure that all campaigns and other activities conducted on behalf of DC in the Contractor's market are done in compliance with applicable laws;
8. Contractor, including their sub-contractors, indemnifies DC for any breach of the contract, in particular claims relating to breach of privacy, third party intellectual property claims, compliance with laws, etc.;
9. Contractor to maintain the appropriate insurance;
10. Fees to be paid on the basis of work delivered;
11. All expenses incurred by the Contractor to be passed through to DC without markup, including media placements;
12. Confidentiality clauses to be included;
13. DC shall be entitled to terminate for convenience upon 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.