# **Request for Supplier Qualification**

Name of Competition:	IT Goods and Services
Competition Number:	DC-2018-JC-02
Closing Date and Time:	July 31, 2018 14:00 Pacific Time (PT)
Contracting Authority:	Jeff Chan Procurement Officer 604-638-8336 procurement@destinationcanada.com

Note: This document may not be reproduced nor distributed without the prior express approval of the Canadian Tourism Commission's Procurement Department, except where authorized for use by a proponent who is responding directly to this Request for Supplier Qualification.

#### **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 10 key geographic markets: China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom, and the United States.

For further information, please visit <a href="http://www.destinationcanada.com">http://www.destinationcanada.com</a>

## A.1 Purpose and Intent

The purpose of this Request for Supplier Qualification (the "**RFSQ**") is to solicit proposals for IT Goods and Services. See Statement of Work (Section C) for detailed requirements.

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

This procurement process is not intended to create and does not create a formal binding bidding process whereby every proponent is deemed to have entered into a "Contract A" with DC. Instead, the process is intended to enable DC to learn what proponents can offer by way of goods or services in response to the 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.

## A.2 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.

## A.3 Standing Offer Agreement

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

#### A.4 Roster / SOA Process

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

#### SECTION B - RFSQ EVALUATION CRITERIA AND INSTRUCTIONS

## **B.1** Mandatory Criteria Evaluation

To qualify for evaluation, proposals will first be checked against the mandatory criteria set out in Section D. Proponents failing to satisfy the mandatory criteria evaluation 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 and/or presentations/demonstrations (if applicable) meet the stated criteria and the scores assigned during the evaluations, are at the sole discretion of DC.

#### B.2.1 Desirable Criteria Questionnaire (Section E)

40%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% of 40% or higher the Shortlist will be evaluated further based upon, but not limited to Proposed Pricing.

#### B.2.2 Proposed Pricing (Section F)

20%

### B.2.3 Presentations/Demonstrations (Section G)

40%

TOTAL

100%

Following evaluation, DC may select up to three (3) top ranked proponents to be included on the IT Goods and Services Pre-Qualification Roster. DC reserves the right to select more than or less than three (3) top ranked proponents for the IT Goods and Services Pre-Qualification Roster to ensure those selected for the Roster can best meet all of DC's requirements.

## B.2.4 Negotiations

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

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

#### B.3.1 Submissions

Proponents should submit their entire proposal via e-mail to the Contracting Authority by the closing date and time ("Closing Time") of **14:00 hours PT**, July 31, 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 email to the Contracting Authority by 14:00 hours PT, July 18, 2018.

#### B.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until 14:00 hours PT, July 18, 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-JC-02 IT Goods and 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 (8) megabyte ("MB") file size acceptance of any e-mail. Proponents should divide their responses into appropriate sized (smaller than 8 MB) numbered files. In the e-mail the proponent should provide the detail for each section and how many e-mails they will send. Proposals are stored in an electronically secure and restricted environment. Proposals will not be opened until after the Closing Time has passed.

## B.4 RFSQ Form of Response, Format and Depth

## B.4.1 RFSQ Form of Response

Proponents should respond to and include in their proposal:

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

## B.4.2 RFSQ Format and Depth

This Request for Supplier Qualification sets out 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.

## C.1 Meet Destination Canada

The Canadian Tourism Commission, doing business as Destination Canada ("DC"), is a federal Crown corporation wholly owned by the Government of Canada. Destination Canada markets Canada internationally. Its mission is to grow Canada's tourism export revenues and support its industry partners.

DC, as Canada's national tourism marketing organization, uses data-driven marketing strategies to stimulate international demand and tourism export revenue for Canada in 10 countries: Australia, China, France, Germany, India, Japan, Mexico, South Korea, the UK and the USA.

## C.2 Background

DC's IT Department provide IT solutions to DC's business units across the globe, including offices in Canada, USA, UK, China and Japan.

Over the past few years, DC's IT requirement have become increasing complex. DC would like to qualify a list of Contractors to provide DC with quick and cost-effective IT goods and services in support of DC's growing operations.

Historically, DC's average annual total spend has been approximately \$50,000.00 Canadian dollars.

#### C.3 Objective

DC requires Contractors to provide IT Goods and Services to ensure that DC's IT requirement are adequately met to support operational needs. Contractors with public sector experience is an asset.

The IT Roster Contractors' main function is to provide the following three (3) categories of IT equipment and services to DC:

- 1. IT Hardware and Support;
- 2. Software; and
- 3. Computer Peripherals and Accessories.

#### C.4 Deliverables

The table below identifies the types of products DC requires under each of the three (3) categories of IT equipment and services. There are several products where specific manufacturers/brands have been identified as mandatory. For example, under the product category IT hardware & Support, desktop computers, the successful supplier must be able to supply products manufactured by HP and Lenovo.

Category	Description	Mandatory Brands Vendors
	Desktop Computers	HP, Lenovo
	Notebook Computers	HP, Lenovo
	Workstations	N/A
	Servers	HP, Lenovo
	Tablets	Apple, Microsoft
	Thin Clients	N/A
1. IT Hardware & Support	Data Storage Devices – Storage Attached Network (SAN), Network attached Storage (NAS), LTO Tape Drives and Libraries, Drive Arrays	HP, Lenovo, NetGear, QNAP
	Networking Devices - Ethernet Switches, Firewalls/UTMs, Wireless Aps	HP
	Printers, Scanners and Print Supplies	N/A
	UPS	N/A
	Monitors, Projectors and TVs	N/A
	Vendor Care-pack, Warranty and Maintenance	N/A
	Operating Systems	N/A
	Virtualization	VMWare
	Business and Application Suites	Adobe
2. Software	Backup/Archival/Storage	Veritas, Veeam
	Security – Anti Virus	Sophos
	Security – Mobile Device Management	AirWatch/VMWare
	Server, Network, Application Monitoring and Management	N/A
	IO Devices - Keyboard, Mice	N/A
3. Computer Peripherals	Computer System Components - Hard Drive, Memory, Video Card, Network Interface Card	N/A
and Accessories	Removable Storage Devices - USB Thumb Drives, External HDD, CD/DVD	N/A
	Cables - Network, Storage, Power, Audio/Visual	N/A

## C.5 Contractor Online Ordering Tool / Portal

Contractor must have an online order tool that allows DC to make purchases, access inventory, review product description and pricing.

## C.6 Service Level Agreement

- Contractor must have presence and distribution in Canada and able to deliver across Canada;
- Contractor must appoint a key account manager to the DC account;
- All emails must be responded to within 24 hours;
- Contractor must be able to provide expedited shipping within Canada;
- Access to product expert(s) when requested by DC; and
- Contractor must offer adequate return policy.

## C.7 DC Responsibilities and Support

DC shall provide the following:

- C.7.1 Assistance and direction to the Contractor;
- C.7.2 DC's office locations and drop-off locations to the Contractor; and
- C.7.3 Order specifications and order quantity.

## C.8 Contractor Responsibilities

Contractor shall be responsible for the following:

- C.8.1 The Contractor will designate key personnel assigned to the execution of Destination Canada's contract. Any change to key personnel requires at least one (1) weeks' notice to Destination Canada's key person(s).
- C.8.2 If key personnel replacement is required, the Contractor is responsible for providing, in a timely manner, a replacement with equivalent or greater experience.
- C.8.3 All communications must flow through the key account manager
- C.8.4 Provide unbiased information and recommendations

## C.9 Reporting and Communication

Spend Report:

C.9.1 Contractor shall provide monthly, quarterly and annual spend reports that shows both the quantity of purchases and the dollar spends.

#### Communication:

- C.9.2 Vacation coverage: when key account manager is on vacation, the Contractor must designate an out of office contact for DC to contact to ensure DC's IT procurement requirements are met.
- C.9.3 The Contractor key account manager must be available via both email and phone.

## SECTION D - MANDATORY CRITERIA QUESTIONAIRRE

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

). I	wanda	itory Requirements	
	D.1.1	Proponent must be able to prov to comply with this requirement	vide all goods/services listed in Section C.4. Are you able?
		Yes	□ No
	D.1.2		e order tool to make purchases, access inventory, product able to comply with this requirement?
		Yes	□ No
	D.1.3	Proponent must have presenc Canada. Are you able to comply	e and distribution in Canada and able to deliver across with this requirement?
		Yes	□No
	D.1.4	Proponents must be able to ass Are you able to comply with this	sign a dedicated account manager to Destination Canada. requirement?
		Yes	□ No
	D.1.5	Proponent must have expedite you able to comply with this req	d shipping option available for purchases in Canada. Are uirement?
		Yes	□No
	D.1.6		product expert(s) to refer DC to in the event DC needs to a specific product. Are you able to comply with this
		Yes	□No

## SECTION E - DESIRABLE CRITERIA QUESTIONAIRRE (40% weighting)

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

## E.1 Business / Technical Requirements (Maximum marks available: 100)

E.1.1 Describe your company and the organizational structure. Provide an executive summary of your company including resumes for the staff assigned to the DC account.

Response to E.1.1 is limited to a maximum of one (1) page (Staff resumes will not be included in the page count).

Maximum Marks Available - 10 marks.

E.1.2 Do you have public sector experience in a similar capacity? If yes provide a summary of your public sector experience? Response to E.1.2 is limited to a maximum of one (1) page.

Maximum Marks Available - 10 marks.

E.1.3 Describe your online portal functionalities, inventory accuracy, portal URL and testing account. Response to E.1.3 is limited to a maximum of one (1) page.

Maximum Marks Available - 15 marks.

E.1.4 What reporting is available from your online portal? Provide sample. Response to E.1.4 is limited to a maximum of one (1) page (Sample reports will not be included in the page count).

Maximum Marks Available - 10 marks.

E.1.5 Describe your shipping options (within Canada). Response to E.1.5 is limited to a maximum of one (1) page.

Maximum Marks Available - 5 marks.

E.1.6 Do you offer international shipping? If so what other services can you provide to assist DC with its international shipping process. Response to E.1.6 is limited to a maximum of one (1) page.

Maximum Marks Available - 5 marks.

E.1.7 Describe your return policy, timelines, costs. Response to E.1.7 is limited to a maximum of one (1) page.

Maximum Marks Available - 10 marks.

E.1.8 Please list the brand names/manufacturer available for sale under each product category. Response to E.1.8 is limited to a maximum of three (3) pages.

Maximum Marks Available - 15 marks.

Category	Description	Brands / Vendors
	Desktop Computers	
	Notebook Computers	
	Workstations	
	Servers	
	Tablets	
	Thin Clients	
1. IT Hardware & Support	Data Storage Devices – Storage Attached Network (SAN), Network attached Storage (NAS), LTO Tape Drives and Libraries, Drive Arrays	
	Networking Devices - Ethernet Switches,	
	Firewalls/UTMs, Wireless APs Printers, Scanners and Print Supplies	
	UPS	
	Monitors, Projectors and TVs	
	Vendor Care-pack, Warranty and Maintenance	
	Operating Systems	
	Virtualization	
	Business and Application Suites	
2. Software	Backup/Archival/Storage	
	Security – Anti Virus	
	Security - Mobile Device Management	
	Server, Network, Application Monitoring and Management	
	IO Devices - Keyboard, Mice	
3. Computer Peripherals	Computer System Components - Hard Drive, Memory, Video Card, NIC	
and Accessories	Removable Storage Devices - USB Thumb Drives, External HDD, CD/DVD	
, .000001100	Cables - Network, Storage, Power, AV	

E.1.9 Does your company operate or have commercial affiliations capable of making purchases for DC's overseas offices (China, Japan, the UK and the USA)? If yes, please describe how? Response to E.1.9 is limited to a maximum of one (1) page.

Maximum Marks Available - 5 marks.

E.1.10 Give a brief description on your product experts related to each of the products listed in Section E.1.8, their competence and areas of expertise. Response to E.1.10 is limited to a maximum of one (1) page.

Maximum Marks Available - 15 marks.

## For Reference Only

Questions E.1.11 and E.1.12 are for reference only and no marks are assigned.

- E.1.11 Please provide information on other services provided by your firm that DC may be interested in. This question is for information purposes only and will not be evaluated. Response to E.1.11 is limited to a maximum of one (1) page.
- E.1.12 Sub-Contractors If applicable, the proponent should submit a list of sub-contractors it intends to use in providing the services described in this RFSQ by completing the Declaration of Sub-Contractors form in Appendix 5, 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.

If applicable, indicate the quality control measures and contract resolution processes you have in place for sub-contractors.

Response to E.1.12 is limited to a maximum of one (1) page.

## SECTION F – PRICING (20% Weighting)

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

Proponents are encouraged to present a best value for cost when submitting all pricing requests, while taking into consideration all of the requirements in this RFSQ and as demonstrated through their response.

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

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

## F.1 Proposed Pricing Detail

For the purposes of evaluation, please provide pricing on below items (item #1 to #5) with standard shipping to DC's headquarters located at 1045 Howe Street, Unit 800, V6Z 2A9, Vancouver, BC.

	Item # 1	Price per unit
Product Name:	HP 23er 23" Display	
Product Number:	T3M76AA#ABA	
Link to Product	https://store.hp.com/us/en/pdp/hp-23er-23-inch-display	
	Product Specifications	
Native resolution:	1920 x 1080 @ 60 Hz	
Contrast ratio:	1000:1 static; 10000000:1 dynamic	
Brightness:	250 cd/m <sup>2</sup>	
Pixel pitch:	-	
Response time:	Response time: 6 ms gray to gray	
Signal input connectors: 1 VGA; 1 HDMI (with HDCP support)		
Display Tilt & Swivel Range: Tilt: -5 to +25°		
Dimensions (W X D X H):	20.9 x 7.23 x 15.87 in (with stand); 20.91 x 1.39 x 12.59 in (without stand)	
Weight:	5.99 lb (with stand); 5.14 lb (without stand)	
Warranty:	Limited 1 year warranty. Certain restrictions and exclusions apply.	
What's in the box:	AC power cord; Power adapter; CD (includes U.G., warranty, drivers); Quick Setup Poster; Telephone Card; Hard copy warranty booklet (country specific); HDMI Cable	

	Item # 2	Price per unit
Product Name:	Kingston 128GB microSDXC	
Product Number:	Canvas Select SDCS/128GBSP	
Link to Product	https://www.kingston.com/EN/flash/microsd_cards/sdc10g2	
	Product Specifications	
Capacity:	128GB	
Performance:	80MB/s read and 10MB/s write, UHS-I Speed Class 1 (U1)	
Dimensions (microSD):	11mm x 15mm x 1mm	
Dimensions (with SD adapter):	24mm x 32mm x 2.1mm	
Format:	FAT32 (SDHC 16GB-32GB), exFAT (SDXC 64GB-256GB)	
Operating Temperatures:	negative 25°C to 85°C	
Storage Temperatures:	negative 40°C to 85°C	
Voltage:	3.3V	
Warranty:	Lifetime	Price
	Item # 3	
Product Name:	Microsoft Arc Mouse	
Product Number:	ELG-00001	
Link to Product	https://www.microsoft.com/accessories/en- ca/products/microsoft-arc-mouse	
	Product Specifications	]
Connection Interface:	Bluetooth® 4.0	
Wireless Frequency:	2.4 GHz frequency range	
Wireless Range:	32.8 feet (10 meters) in open area and 16.4 feet (5 meters) in office environment	
Compatibility:	Microsoft Windows 10 / 8.1 / 8	
Dimensions:	5.17 x 2.17 x 0.56 inches	
Weight:	2.91 ounces (including batteries)	_
Battery:	2 AAA alkaline batteries (included)	
Battery Life:	Up to 6 months	
Warranty:	1-year limited warranty	

	Item # 4	Price per unit
Product Name:	Seagate Backup Plus Slim 1TB USB 3.0	
Product Number:	Backup Plus Slim Portable Drive 1TB Black STDR1000100	
Link to Product	https://www.seagate.com/ca/en/consumer/backup/backup-plus/	
	Product Specifications	
Capacity:	1TB	
Interface:	USB 3.0	
Max Data Transfer:	120 MB/s	
Height (mm):	12.1	
Length (mm):	113.5	
Width (mm):	76	
Limited Warranty (years):	2	
Item # 5		Price
		per unit
Product Name:	Microsoft Wired Desktop 600 keyboard and mice	per unit
Product Name: Product Number:	Microsoft Wired Desktop 600 keyboard and mice  APB-00001	per unit
		per unit
Product Number:	APB-00001  https://www.microsoft.com/accessories/en-	per unit
Product Number:	APB-00001  https://www.microsoft.com/accessories/en-us/products/keyboards/wired-desktop-600/apb-00001	per unit
Product Number:  Link to Product  Dimensions for	APB-00001  https://www.microsoft.com/accessories/en-us/products/keyboards/wired-desktop-600/apb-00001	per unit
Product Number:  Link to Product  Dimensions for Keyboard:	APB-00001  https://www.microsoft.com/accessories/en- us/products/keyboards/wired-desktop-600/apb-00001  Product Specifications	per unit
Product Number:  Link to Product  Dimensions for Keyboard:  Length:	APB-00001  https://www.microsoft.com/accessories/en- us/products/keyboards/wired-desktop-600/apb-00001  Product Specifications  17.9" / 456mm	per unit
Product Number:  Link to Product  Dimensions for Keyboard:  Length:  Width:	APB-00001  https://www.microsoft.com/accessories/en- us/products/keyboards/wired-desktop-600/apb-00001  Product Specifications  17.9" / 456mm	per unit

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

#### F.2 Evaluation of F.1.1

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

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

Baseline Price X Allocated Percentage Proponent (X) Price

- c) Pricing quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- d) While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of DC to enter into an agreement for the Deliverables.

## F.3 Payment Discounts

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

F.3.1 Indicate your payment terms, and explain any early payment discounts available to DC.

## F.4 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.4.1 Please indicate any other pricing strategies that your company may be willing to discuss with DC.

## **SECTION G – DEMONSTRATION REQUIREMENTS (40% Weighting)**

## G.1 Presentations / Demonstrations Requirements

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

Demonstrations will take place via videoconference.

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

#### H.1 RFSQ Process Schedule

The schedule for the proponent selection process is as follows:

Deadline for Questions	July 18, 2018, 14:00 hours PT
Closing Date and Time	July 31, 2018, 14:00 hours PT
Notification: DC will endeavour to notify all successful and unsuccessful proponents of its selection by approximately:	
Intent to Submit (*)	July 18, 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 criteria. If you miss the above date, you can still submit your proposal within the closing date.

## H.2 Interpretation of the RFSQ

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

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

#### H.3 Inquiries and Communication

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

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

#### H.4 Accuracy of Information

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

## H.5 Amendments

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

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

#### H.6 Modification and Withdrawal

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

## H.7 Period of Validity

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

## H.8 Proposal Expenses

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

## H.9 Language

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

## **H.10** Contract Negotiations

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

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

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.

#### H.11 Contract Award

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

i. any such agreement will commence upon signature by the duly authorized representatives of DC and the successful proponent; and

ii. may include, but not be limited to, the general contract terms contained in Appendix 5.

#### H.12 Debriefing

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

#### H.13 Material Circumstances

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

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

#### H.14 Proponents Not to Promote Their Interest

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

## H.15 Confidentiality

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

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

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

## H.16 Publicity

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

#### H.17 No Collusion

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

#### H.18 Law

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

#### H.19 Indemnities

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

## H.20 Rights of the Canadian Tourism Commission

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

- H.20.1 accept any proposal in whole or in part, with the exception of proposals that fail to comply with mandatory criteria, whether or not it is the lowest priced proposal and without prior negotiation;
- H.20.2 reject any, all or part of any proposal that:
  - i. is incomplete, obscure, irregular or unrealistic;
  - ii. fails to meet the objective of the RFSQ;
  - iii. fails or omits any mandatory information; or
  - iv. is non-compliant with any requirement of this request;
- H.20.3 not accept any deviations from the stated terms and conditions;
- H.20.4 terminate the process at any time and/or re-issue this RFSQ at any time;
- H.20.5 obtain information from the proponents to seek clarification or to verify any or all information provided by the proponent at any time throughout this RFSQ process;
- H.20.6 contact references;
- H.20.7 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to DC;
- H.20.8 incorporate all, or any portion of the Statement of Work, the RFSQ, and the successful proponent's proposal into a resulting contract document;
- H.20.9 to make an award in whole or in part, including the right to select and contract with more than the stated maximum number of top-ranked proponents, to meet the requirements of the RFSQ;
- H.20.10 not enter into any contract at all with any proponents responding to this RFSQ.

#### SECTION I - ROSTER AND STANDING OFFER AGREEMENT CONDITIONS

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

- **I.1** The criteria for selecting a Contractor from the Roster for each project or task will vary, depending upon DC's requirements.
- I.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.
- **1.3** Any Contractor selected to provide services may be required to execute a statement of work that will be governed by the SOA.
- I.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.
- **1.5** Contractors should, during the period that the SOA is in effect, advise DC of any material changes to the information contained in their response.
- **I.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.
- **I.7** DC reserves the right to utilize vendors that are not on the Roster.
- 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.
- I.9 DC expects requirements and future evaluations will stay materially the same as the initial prequalification 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.
- I.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.
- **I.11** DC reserves the right to remove a Contractor from the Roster for any reason that DC deems to have a material influence on the ability of the Contractor to satisfactorily provide DC with the goods or services under the Roster.

# **SECTION J: LIST OF APPENDICES**

## APPENDIX FILE NAME

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

## APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGEMENT FORM

## 1) PROPONENT INFORMATION

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

Complete legal company	name and address:	
Primary business and established:	length of time business	
Number of direct employ	ees:	
Nature of company corporation, partnership,	(i.e. sole proprietorship, joint venture):	
Primary contact for the number and e-mail):	RFSQ (name title, phone	
who we may contact information when we may contact information with the work when we have a service provided/p	act as references. For each mation (name, title, address performed. Proponent agree	ir requirements to those described in this RFSQ reference include the name of the organization, phone, e-mail), and a brief description of the s that DC may contact any of these references. ing DC as a reference in their proposal.
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:	
he/she is a duly authorize provisions contained he	at the information provided in their proposal is accurate and declares that a signing authority with the capacity to commit his/her firm/company to the ein. By signing below, the proponent specifically acknowledges that it has sees to the terms of this RFSQ.
Executed this	day of, 2018
Authorized Signature:	
Printed Name:	
Title/Position:	
Company Name:	
City:	
Address:	
Phone Number:	Fax Number:
E-mail Address:	

APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM
MATERIAL CIRCUMSTANCE:
DC requires proponents to disclose all Material Circumstances (as defined in H.13) as an attachment to their proposal.
Check ONE:
☐ No, there are no Material Circumstances to disclose; OR
Yes, there is/are one or more Material Circumstance(s) to disclose and a disclosure statement is attached.

## **APPENDIX 3: AMENDMENTS**

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

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

# **APPENDIX 4: DECLARATION OF SUB-CONTRACTORS** ☐ The goods and or services in this proposal will be provided solely by the company named in Appendix 1 – Proponent Information and Acknowledgement Form. ☐ Sub-contractors will be used to provide the goods and or services described in this proposal. Companies called on as Sub-Contractors to collaborate in the execution of the proposed services. Name: Contact Person: Title: Phone Number: Fax Number: E-mail Address: Address: City: Province: Postal Code: Description of services provided:

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

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

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

- 1. Non-exclusive contract;
- 2. Contract term as provided in the RFSQ;
- 3. The Contractor will designate key personnel assigned to DC file who cannot be changed without the approval of DC;
- 4. Dedicated time commitments (full time equivalent basis) on a monthly or annual basis to DC work, if applicable;
- 5. Service levels for typical work (e.g. commitments for timing from planning stages to campaign launch);
- 6. All intellectual property created by the Contractor will be the property of DC. Contractor will certify that the intellectual property is delivered free from encumbrances and in compliance with all applicable laws;
- 7. Contractor will undertake to ensure that all campaigns and other activities conducted on behalf of DC in the Contractor's market are done in compliance with applicable laws;
- 8. Contractor, including their sub-contractors, indemnifies DC for any breach of the contract, in particular claims relating to breach of privacy, third party intellectual property claims, compliance with laws, etc.;
- 9. Contractor to maintain the appropriate insurance;
- 10. Fees to be paid on the basis of work delivered;
- 11. All expenses incurred by the Contractor to be passed through to DC without markup, including media placements;
- 12. Confidentiality clauses to be included;
- 13. DC shall be entitled to terminate for convenience upon 60 days written notice and upon payment for any work completed or committed to the date of termination. If DC terminates the contract or a particular work order for breach, then DC is not required to pay for the work;
- 14. DC approval required prior to Contractor sub-contracting all or part of the work or assigning the contract:
- 15. Contract to be governed by British Columbia law; and
- 16. Dispute resolution: senior management intervention followed by binding arbitration to be held in Vancouver, BC in accordance with the rules of the British Columbia International Commercial Arbitration Centre.