# **Negotiated Request for Proposal**

Name of Competition:	VoIP Telephone and Unified Communications (as a Service) Platform
Competition Number:	DC-2019-ST-04
Closing Date and Time:	November 6, 2019, 14:00 Pacific Time (PT)
Contracting Authority:	Sam Tse Procurement Advisor 604-638-8336 procurement@destinationcanada.com

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### **SECTION A - INTRODUCTION**

The Canadian Tourism Commission, doing business as Destination Canada (DC), is Canada's national tourism marketing organization. A federal Crown corporation, DC supports the Canadian tourism industry by marketing Canada as a premier four-season tourism destination, and supports the Canadian economy by generating tourism export revenues.

Through collaboration and partnerships with the private sector, the Government of Canada, plus the provinces and territories, DC works with the tourism sector to maintain our competitiveness and position Canada as a destination where travelers can create extraordinary personal experiences.

DC's approach focuses on those global markets where Canada's tourism brand leads and yields the highest return on investment. DC is active in 10 key geographic markets: China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom, and United States.

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

### A.1 Purpose and Intent

The purpose of this Negotiated Request for Proposal (the "NRFP") is to solicit proposals for a cloud-based or hosted Voice over IP (VoIP) telephone system in addition to a Unified Communications (as a Service) platform solution. See Statement of Work (Section C) for detailed requirements.

It is DC's intent to enter into an agreement with the proponent who can best serve the interests of DC. At the final outcome of the NRFP process, the successful proponent ("Contractor") may be required to collaborate with DC's other service providers and partners to ensure that public relations and communications services are consistent with DC's mandate, brand and corporate strategy.

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

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

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

### A.2 Contract Term

DC anticipates entering into negotiations with the selected proponent(s) for up to a three (3) year period, with an option to extend on an annual basis by DC for a total period not to exceed another three (3) years, at DC's sole discretion. DC does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Contractor.

### SECTION B - NRFP EVALUATION CRITERIA AND INSTRUCTIONS

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

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

### **B.2** Desirable Criteria Evaluation

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

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

B.2.1 Desirable Criteria Questionnaire and Technical Questions (Section E) 55%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% of 55% or higher (the Threshold) will be evaluated further based upon, but not limited to Proposed Pricing, and Presentation/Demonstrations.

B.2.2 Proposed Pricing (Section F)

35%

Following evaluation of Proposed Pricing, DC may limit further evaluation to a limited number of the top ranked proposals up to a maximum of the three (3) top ranked proposals (the "Shortlist"). Only those proposals on the Shortlist will be further evaluated based upon Presentations/Demonstrations.

B.2.3 Presentations/Demonstrations (Section G)

10%

TOTAL 100%

#### **B.2.4** Negotiations

DC intends to conduct concurrent negotiations, as defined in Section H.10 Negotiations, with a limited number of the top ranked proponent(s) up to a maximum of the two (2) highest scored proposal(s).

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

### B.3.1 Submissions

Proponents should submit their entire proposal via e-mail to the Contracting Authority by the closing date and time ("Closing Time") of **14:00 hours PT, November 6, 2019.** 

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

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

### B.3.2 Questions

Proponents may submit questions via e-mail to the Contracting Authority until 14:00 hours PT, October 23, 2019. Questions submitted after this date and time may not be responded to.

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

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

#### B.3.3 Intentions

Proponents should indicate if they intend to submit a proposal ("Intent to Submit") via email to the Contracting Authority by 14:00 hours PT, October 31, 2019. Please Note: The Intent to Submit is not a mandatory requirement and therefore does not prevent a proponent from submitting by the required closing date and time.

#### B.3.4 Instructions

All submissions, intentions, and questions are to be e-mailed to <a href="mailto:procurement@destinationcanada.com">procurement@destinationcanada.com</a> and should reference "NRFP DC-2019-ST-04 VoIP Telephone and Unified Communications (as a Service) Platform - CONFIDENTIAL" in the e-mail subject line. Include the following with your submission, intentions and questions:

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

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

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

### B.4.1 NRFP Form of Response

Proponents should respond to and include in their proposal:

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

### B.4.2 NRFP Format and Depth

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

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

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

### **B.5** Contractor Performance Management

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

Any Contractor who has demonstrated poor performance during either a current or previous agreement with DC may be considered as an unqualified proponent and their proposal may be rejected. DC reserves the right to exercise this option as is deems proper and/or necessary.

### C.1 Background

As Canada's national tourism marketer, the Canadian Tourism Commission, operating as Destination Canada ("DC"), markets Canada abroad to leisure and business travellers to increase arrivals and grow Canada's tourism economy. DC works with partners in provincial and territorial governments and in key city and resort destination marketing organizations to help Canada's tourism businesses reach international markets.

As of October 1, 2019, DC has a staff complement of 113 full-time equivalent employees around the world, the majority of whom are in Vancouver. DC is headquartered in Vancouver, BC, with inmarket offices in London (UK), Beijing and Tokyo serving as regional hubs, as well as staff in the US. In addition, DC has a small satellite office in Ottawa focused on government relations activities including aligning with government priorities and working with the federal family on tourism-related issues.

For further information, please visit www.destinationcanada.com.

DC wishes to maintain its current pool of telephone numbers unless there is a logistical need to switch numbers due to the locale of the new premises. The current DC telephony system as shown in **C.4** has reached its end-of-life and the organization's requirements have evolved beyond the present system's capabilities. DC is looking for a Contractor to replace/revisit the existing system with a VoIP/Unified Communications (as a Service) solution that provides the best technologies and value available today in Canada, the United Kingdom, and Japan.

DC is currently exploring new office facilities, and as such, the Contractor will need to show flexibility, while taking into account a staggered or delayed implementation to coincide with a February 2020 end date for existing services being provided in Vancouver.

#### C.2 Objective

The Contractor can provide a cloud-based or hosted Voice over IP (VoIP) telephone system in addition to an Unified Communications (as a Service) platform. DC requires a VoIP telephone system that can utilize its existing fleet of Polycom handsets, and in consideration of future needs, a Contractor that can provide a Unified Communications (as a Service) platform that bridges the gap between VoIP and other computer related communication technologies. The primary goal is to find a turn-key solution for a VoIP telephone system and a Unified Communications (as a Service) platform that meets the future needs of DC.

The Contractor's is to provide the hardware, software, design, configuration, software licensing, testing, staff training, maintenance, decommissioning and commissioning of the complete system and all its components, including, but not limited to, any ongoing support over the life of the platform. This platform will meet DC requirements for functionality, scalability, reliability, redundancy and manageability, and include a robust disaster recovery capability.

### C.3 Scope of Work

The Contractor is to provide installation and configuration details of the VoIP Telephone system and the Unified Communications (as a Service) platform solution, in addition to end-user operation, as well as advanced system administration, support and maintenance. The intent upon completion of installation and acceptance is that DC Information Technology (IT) staff will be able to conduct moves, additions and changes to the proposed system as and when needed, whether remotely or on-site.

In addition the Contractor should describe the security features of the proposed solution, specifically in regards to authentication, unauthorized access and potential abuse. Any other potential disruptions that may be possible are to be presented and include an outline of the proposed precautions, safeguards or security measures that address these potential conditions.

The Contractor is to provide a complete end-to-end solution, which would detail the design, planning, system architecture, installation, network analysis, training and post-installation support.

### C.4 Current Telephony Environment

At the time of the NRFP DC is using a BroadConnect Telecom VoIP solution in Vancouver and Ottawa, and a mixed vendor setup in the UK and Japan.

Description	Number of staff
Vancouver Office	95
London Office	6
Ottawa Office	12
Tokyo Office	3

Description	Model number	Current quantity
Vancouver Office Handsets	Polycom VVX410	87
	Polycom VVX300	1
SoundStation	Polycom IP6000	4
	Polycom IP550	1
Ottawa Office Handsets	Polycom VVX410	10

### C.5 Current end-user Environment

DC's current fleet of PCs are current-model Lenovo laptops and desktops with Windows 10 and Office 2016. Office 365 rollout is imminent.

### **Software**

E-Mail	Microsoft Exchange 2010 SP3 \ Exchange Online	Hybrid
Collaboration	Microsoft Skype for Business / Teams	Cloud hosted

### C.6 Current WAN Connectivity

DC has 2 WAN links on an active passive configuration in Vancouver:

- Fiber 100 Mbps synchronous Terago Networks
- Fiber 100 Mbps synchronous Bell Canada

All other sites have a single link appropriately sized to number of staff in each location.

### C.7 Requirements

The Contractor's solution should have the ability to right size according to DC's staffing needs. Based on current requirements the proposed solution should support the following:

- Voice calling with existing Polycom handsets
- Conference phones to be used in boardrooms
- 120 desktop/notebook soft phones
- Fax to email capability
- Full audio/video/collaboration suite
- Teams/Office 365 integration
- Strong tools for mobile staff (iOS/Android)
- Local access telephone numbers in Canada, USA, London UK, and Tokyo Japan
- Canadian Data Centers
- Single bill for all locations broken down by cost centre or location

### C.8 Contractor Responsibility

The Contractor should provide the name and telephone number of the individual who will be responsible for the coordination, installation, training and warranty support. The list below indicates responsibility of the Contractor but is not limited to the forgoing.

### C.8.1 Installation

To be performed by factory trained staff and that all existing equipment to be interfaced is in proper working order.

- Attend project coordination meetings that directly impact the Contractor's work and/or schedule.
- Meet all building codes (if applicable) and clean up the site at the end of each work day.

### C.8.2 Training

Provide all necessary training in order for DC to become proficient in the operation of this equipment. The training should include the programming of all system parameters and include all necessary training materials in both English and French.

### C.8.3 Documentation

Provide three copies of all installation, service and as-built documentation in English and French and permission to produce as many copies as needed.

**C.8.4** Software Licenses – Include and explain all necessary software licenses.

### C.8.5 Warranty and Service

The Contractor must provide 24/7 phone support service. The Contractor must provide warranty and service on all equipment, software and installation for a minimum of one year after acceptance. Warranty shall include all parts, labor and parts necessary to return the equipment to its working condition.

### C.8.6 Acceptance Test

Demonstrate to DC that all the requirements stated in this document have been met and that the system is operating within manufacturer's specifications. The system should operate for thirty (30) days without failure before the warranty commences and acceptance by both parties must be in writing.

**C.8.7 Spare Parts** –Supply a list of recommended spare parts with unit pricing and availability of spare handsets if applicable.

**C.8.8** Issues - Notify DC of any issues that need to be addressed prior to commencing any work.

### C.8.9 Technical Qualification and Documentation

The Contractor must employ (have on direct payroll or contract) a minimum of two engineers certified on the proposed core products. The Contractor must provide technical documentation that contains detailed descriptions of the VoIP system architecture and network topology.

**C.8.10 Consolidated Billing –** Billing for all locations to be consolidated to an invoice sent to Vancouver and clearly marked as to the cost for each location as separate line items.

### C.9 Implementation

DC requires a Gantt chart format project schedule that depicts the start and stop dates and logical relationships for all tasks, showing milestones. The project schedule should outline the start date and end date based on final system acceptance, subject to change based on DC requirements. The project schedule should also outline both the Contractor and DC responsibility as part of this process. DC prefers rollout start in DC's UK, Japan and Ottawa office locations and finishing in Vancouver.

### C.10 Sub-Contractors

If applicable, the Contractor should submit a list of sub-contractors it intends to use in providing the services by completing the Declaration of Sub-Contractors form in Appendix 4, for approval by DC. DC reserves the right to withhold approval of such sub-contractors.

The Contractor 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.

## SECTION D - MANDATORY CRITERIA QUESTIONAIRE

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

D.1	Manda	atory Requirements	
	D.1.1	Proposed solution is cloud-bas requirement?	sed or hosted. Are you able to comply with this
		Yes	□ No
	D.1.2	Cloud-based or hosted datace Canada. Are you able to comp	nter and/or any disaster recovery site must reside in by with this requirement?
		Yes	□ No
	D.1.3		rized distributor of the proposed cloud-based/hosted years. Are you able to comply with this requirement?
		Yes	□ No
	D.1.4	Proponent has successfully im other clients. Are you able to c	plemented the proposed solution to a minimum of five comply with this requirement?
		Yes	□ No
	D.1.5	Telephone handsets menus in language. Are you able to com	English and French with the ability to choose the preferred aply with this requirement?
		Yes	□ No
	D.1.6	Training documentation provid with this requirement?	ed in both English and French. Are you able to comply
		Yes	□ No
	D.1.7		canada and has, or will obtain the necessary licenses, ou able to comply with this requirement?
		Yes	□ No
	D.1.8		gree to carry out a complete onboarding and readiness nentation. Are you able to comply with this requirement?
		Yes	□ No
	D.1.9		on direct payroll or contract) a minimum of two engineers products. Are you able to comply with this requirement?
		Yes	□ No

D.1.10	10 Proponent must provide public switched telephone network access and numbers in Canada, USA, London United Kingdom, and Tokyo Japan. Are you able to comply with this requirement?		
	Yes	□No	

### SECTION E - DESIRABLE CRITERIA QUESTIONAIRRE

Proponents should respond to the questions below clearly, concisely and maintain the maximum of 1024 characters per excel cell. No attachments are to be provided unless specifically asked for as part of the question.

### E.1 Desirable Questions (15%)

- E.1.1 Please provide an overview of your proposed solution, please include in your response the following:
  - Is your solution cloud-based or hosted?
  - How many installed base customers do you currently have?
  - How many installed base users are currently licensed on your platform?
  - How long has your solution been based on the proposed platform?
  - Who is the manufacturer of the core solution? Identify any other manufacturers' products used to create the total solution.
  - What is the relationship between manufacturer and Proponent? What support services does the manufacturer provide to the Proponent?

Maximum Marks Available - 10%

Response must be limited to 1,000 words.

E.1.2 Describe your certifications and credentials that indicate your expertise and commitment to a cloud solution practice. Also provide specific designations that identify specialty areas of focus and capability.

Maximum Marks Available – 5% Response must be limited to 300 words.

E.1.3 Describe any events that would result in a "failure" of the system and require a restart, reregistration, database load, etc., to return to a fully operational state. How long does the recovery take?

Maximum Marks Available – 10% Response must be limited to 800 words.

- E.1.4 Please provide a detailed technical diagram illustrating the system architecture of the proposed solution. List for each proposed solution component:
  - Manufacturer name
  - Model number
  - Software version and release date

Maximum Marks Available - 15%

Response must be limited to 500 words, excluding technical diagram.

E.1.5 Describe, if required, the specifications for a dedicated link to the data center. If a dedicated link is not required, describe the recommended internet connection requirements for 10, 20 and 100 users in a given location.

Maximum Marks Available – 10% Response must be limited to 800 words.

E.1.6 Describe the written policies, procedures, and methods (including audit and compliance certificate such as SOC2) for ensuring security. This may be provided as an attached document. Maximum Marks Available - 10%

Response must be limited to 500 words, excluding attachment(s).

E.1.7 As the Proponent do you have full authorization and support from the manufacturer of the core solution?

Maximum Marks Available – 5%

Response must be limited to 500 words.

E.1.8 Does your organization have Federal government or crown cooperation implementation experience?

Maximum Marks Available - 5%

Response must be limited to 500 words.

E.1.9 What is the geographic coverage available for free calls (local to DC) and toll calls?

Maximum Marks Available - 10%

Response must be limited to 800 words.

E.1.10 Do you provide a written Service Level Agreement that covers security concerns, risks, and liability coverage? If so, please attach the SLA as separate document.

Maximum Marks Available - 10%

Response must be limited to 800 words, excluding attachment.

E.1.11 Is there a minimum number of licenses / subscriptions that DC must sustain for the proposed monthly pricing? If yes, what is the minimum number?

Maximum Marks Available - 10%

Response must be limited to 800 words.

### E.2 Technical Questions (40%)

Please refer to attachment "Section E.2 – Technical Questions.xlsx"

Please note that there are five (5) tabs to this part of the Technical Questions as follows:

- 1. Technical-Functional Questions
- 2. Security Questions
- 3. Maintenance Questions
- 4. System Administration Questions, and
- 5. Implementation Questions.

Please ensure that all questions are answered and provide comments where applicable.

### **SECTION F - PRICING**

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

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

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

DC does not make a commitment or guarantee of any dollar value or volume of business for any proponent. All prices should be quoted in **Canadian dollars**, excluding taxes.

### F.1 Proposed Pricing Detail

In order to evaluate Proponents' proposed solutions, DC will be evaluating the Total Cost of Ownership (TCO) for all proposals. Proponents are required to provide a breakdown of their pricing proposal in tables F.1.1 – F.1.5. Table F.1.6 must be completed providing the TCO for evaluation purposes.

### F.1.1 Pricing – System Hardware

**Required VoIP System Components (Purchased Handsets)** - Provide unit price of devices for DC's future replacement or future growth in the proposed system solution. Please feel free to populate as required as the below are suggested line items that may vary from proponent to proponent. Please note that DC has the sole discretion on the final quantity to be acquired.

Components	Price
Standard IP Handsets	\$
Software License Handsets	\$
Conference Room IP Phones	\$
Software License Conference Phones	\$
	\$
	\$
	Total Price for Components
Check all the following that are included in the quoted Required price:	
☐ First-year maintenance on hardware ☐ Warranty (state term)	

### F.1.2 Subscription Charges per User

Components	Users	Monthly Fee per User	Total Monthly Fee
Per User Voice Service and Unified Communications (as a Service) Fees	129		\$
			\$

		\$
Year	y Subscription Fees	\$

## F.1.3 Pricing - Professional Services

Implementation & Configuration Services		
Price for software and hardware installation \$		
Check if the following is included in the quoted software and hardware installation price:		
Price for travel and per diem	\$	
Total price for Implementation Services	\$	

## F.1.4 Pricing – Training Services

Training Services		
Price for administrative training	\$	
Check if the following is included in the quoted administrative training	ng price:	
<ul> <li>User manuals and other training materials</li> </ul>		
☐ Complete IT administrator training		
Price for user training	\$	
Check if the following is included in the quoted user training price:		
<ul> <li>User manuals and other training materials</li> </ul>		
☐ Training for staff		
Price for travel and per diem	\$	
Total price for Training Services	\$	

## F.1.5 Pricing – Warranty, Maintenance and Support

Support	24/7 Support
First-year support (12 months)	\$
Second to third year support	\$
4 <sup>th</sup> Year Optional Support	\$
5 <sup>th</sup> Year Optional Support	\$
6 <sup>th</sup> Year Optional Support	\$
Total Price for Warranty, Maintenance and Support	\$

## F.1.6 Pricing – Summary & Total Cost of Ownership (Bundled Pricing)

Pricing Summary/Total Cost of Ownership - Based on yearly cost		
	Year	

Description	1	2	3	4	5	6
F.1.1 - Handset Hardware – Purchased (please provide unit price of required hardware and suggested quantity)						
F.1.2 - Total Subscription Charges per Year						
F.1.3 - Professional Services – Implementation (if any)						
F.1.4 - Training Services (if any)						
F.1.5 - Warranty, Maintenance and Support (if any)						
Total per Year	\$	\$	\$	\$	\$	\$
Total Cost of Ownership (6 years)	\$					

## F.1.7 Pricing - Optional Items

Optional Items	Price
Optional Handset #1 – Please provide summary sheet	\$
Software license for Optional Handset #1	\$
Optional Handset #2 – Please provide summary sheet	\$
Software license for Optional Handset #2	\$
Optional Handset #3 – Please provide summary sheet	\$
Software license for Optional Handset #3	\$
Additional User Training - Basic	\$
Additional User Training - Advanced	\$

## F.1.8 Pricing – Long Distance

List available long distance calling plans, rates and free geographical call locations

## F.2 Payment Discounts

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

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

## F.3 Pricing Strategies

DC may be open to other pricing strategies, incentives, volume discounts or other offerings (e.g. rebates, single volume purchase, credit for returnable product, etc.) 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.

### **SECTION G - PRESENTATION / DEMONSTRATION REQUIREMENTS**

### G.1 Presentations / Demonstrations Requirements

DC will require proponents, who have made the Shortlist, to give an on-site presentation of their proposed VoIP system and the Unified Communications (as a Service) platform solution. Presentations will provide DC with an opportunity to become familiar with the proponent and the proponent's offerings which should highlight features and functionality of the proposed system. Proponents are to discuss how a VoIP solution or a Unified Communications (as a Service) solution can enhance DC business processes and discuss the total cost for owning and operating the system.

The presentation should cover the following topics:

- Administrative interface
- Functionality of personnel collaboration client
- Teleworking features
- Demonstration of Handset
- Mobile Client on iOS, Android and Blackberry platforms.
- Wireless Headset compatibility

Presentations will take place at:

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

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

#### H.1 NRFP Process Schedule

The schedule for the proponent selection process is as follows:

Deadline for Questions	October 23, 2019, 14:00 hours PT	
Intent to Submit (*)	October 31, 2019, 14:00 hours PT	
Closing Date and Time	November 6, 2019, 14:00 hours PT	
Presentations of Shortlisted Proponents	week of November 11 and 18, 2019	
DC will endeavour to notify all proponents of its selection by:	f February, 2020	
Timeframe for Negotiations	15 days following notification by DC	

Note: The schedule is subject to change at DC's sole discretion.

(\*) Please note the intent to submit is not a disqualifying criteria. If you miss the above date, you can still submit your proposal within the closing date.

### H.2 Interpretation of the NRFP

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

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

### H.3 Inquiries and Communication

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

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

### H.4 Accuracy of Information

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

### H.5 Amendments

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

It is the proponent's responsibility to regularly review <a href="www.buyandsell.gc.ca">www.buyandsell.gc.ca</a> for amendments to the NRFP that DC in its discretion may post prior to Closing Time. Such amendments may contain important information, including significant changes to this NRFP. Proponents are responsible for reviewing all amendments and confirm that all amendments issued have been read and included in the Proponent's response (see Appendix 3).

#### H.6 Modification and Withdrawal

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

### H.7 Period of Validity

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

### H.8 Proposal Expenses

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

### H.9 Language

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

### H.10 Negotiations

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

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

Concurrent Negotiations: The Preferred Proponent(s), as established under the evaluation, will be invited to enter into contract negotiations with DC. DC intends to conduct negotiations within the Timeframe for Concurrent Negotiations.

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

### H.11 Contract Award

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

i. should be negotiated within the Timeframe for Contract Negotiations;

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

### H.12 Debriefing

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

### H.13 Material Circumstances

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

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

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

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

### H.15 Confidentiality

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

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

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

### H.16 Publicity

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

#### H.17 No Collusion

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

#### H.18 Law

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

#### H.19 Indemnities

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

### **H.20** Rights of Destination Canada

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

- H.20.1 accept any proposal in whole or in part, with the exception of proposals that fail to comply with mandatory criteria, whether or not it is the lowest priced proposal and without prior negotiation;
- H20.2 reject any, all or part of any proposal that:
  - i. is incomplete, obscure, irregular or unrealistic;
  - ii. fails to meet the objective of the NRFP;
  - iii. fails or omits any mandatory information; or
  - iv. is non-compliant with any requirement of this request;
- H.20.3 not accept any deviations from the stated terms and conditions;
- H.20.4 terminate the process at any time and/or re-issue this NRFP at any time;
- H.20.5 obtain information from the proponents to seek clarification or to verify any or all information provided by the proponent at any time throughout this NRFP process;
- H.20.6 contact references;
- H.20.7 enter into negotiations with any proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to DC;
- H.20.8 incorporate all, or any portion of the Statement of Work, the NRFP, and the successful proponent's proposal into a resulting contract document;
- H.20.9 to make an award in whole or in part, including the right to select and contract with more than one proponent to meet the requirements of the NRFP;
- H.20.10 not enter into any contract at all with any proponents responding to this NRFP.

## **SECTION I: LIST OF APPENDICES**

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

## APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGMENT FORM

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

Complete legal compar	ny name and address:		
Primary business and established:	d length of time business		_
Number of direct emplo	yees:		-
Nature of company corporation, partnership	(i.e. sole proprietorship, p, joint venture):		_
Primary contact for the number and e-mail):	e NRFP (name, title, phone		_
who we may contact inforr service provided/p	act as references. For each r mation (name, title, address, performed. Proponent agrees t	requirements to those described in this NRFP reference include the name of the organization, phone, e-mail), and a brief description of the that DC may contact any of these references. It DC as a reference in their proposal.	
Client Organization:			
Contact Person:			
Street Address:			
Telephone #:			
Email Address:			
Description of Services:			
eference #2:			
Client Organization:	<u> </u>		
Contact Person:			
Street Address:			
Telephone #:			
Email Address:			
Description of Services:			

R	eference #3:	
	Client Organization:	
	Contact Person:	
	Street Address:	
	Telephone #:	
	Email Address:	
	Description of Services:	
2)	he/she is a duly authorize provisions contained he read, understood and ag	hat the information provided in their proposal is accurate and declares that the signing authority with the capacity to commit his/her firm/company to the rein. By signing below, the proponent specifically acknowledges that it has grees to the terms of this NRFP.  day of, 2019
	Printed Name:	
	Title/Position:	
	Company Name:	
	City:	
	Address:	
	Phone Number:	
	E-mail Address:	

# APPENDIX 2: MATERIAL CIRCUMSTANCES DISCLOSURE FORM

### **APPENDIX 3: AMENDMENTS**

Please confirm that any amendments or addenda to this NRFP issued have been read and included in proponent response. List the amendments and/or addenda included in the response (if applicable).

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

### **APPENDIX 4: DECLARATION OF SUB-CONTRACTORS**

If applicable, the proponent should submit a list of sub-contractors it intends to use in providing the services described in this NRFP by completing the Declaration of Sub-Contractors, for approval by DC. DC reserves the right to withhold approval of such sub-contractors.

The proponent is responsible for supervising and coordinating all projects and/or services that they may delegate to the sub-contractors to ensure the services are provided to DC in a seamless manner.

Indicate the quality control measures and contract resolution processes you have in place for sub-contractors.

The goods and or services in this proposal will be provided solely by the company named in Appendix

-	described in this proposal.
ctors to collaborate in the execution	
Title:	
Province:	Postal Code:
	Title:

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

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

- 1. Non-exclusive contract;
- 2. Contract term as provided in the NRFP;
- 3. The Contractor will designate key personnel assigned to DC file who cannot be changed without the approval of DC;
- 4. Dedicated time commitments (full time equivalent basis) on a monthly or annual basis to DC work, if applicable;
- 5. Service levels for typical work (e.g. commitments for timing from planning stages to campaign launch);
- 6. All intellectual property created by the Contractor will be the property of DC. Contractor will certify that the intellectual property is delivered free from encumbrances and in compliance with all applicable laws;
- 7. Contractor will undertake to ensure that all campaigns and other activities conducted on behalf of DC in the Contractor's market are done in compliance with applicable laws;
- 8. Contractor, including their sub-contractors, indemnifies DC for any breach of the contract, in particular claims relating to breach of privacy, third party intellectual property claims, compliance with laws, etc.;
- 9. Contractor to maintain the appropriate insurance;
- 10. Fees to be paid on the basis of work delivered;
- 11. All expenses incurred by the Contractor to be passed through to DC without markup, including media placements;
- 12. Confidentiality clauses to be included;
- 13. DC shall be entitled to terminate for convenience upon 30 days written notice and upon payment for any work completed or committed to the date of termination. If DC terminates the contract or a particular work order for breach, then DC is not required to pay for the work;
- 14. DC approval required prior to Contractor sub-contracting all or part of the work or assigning the contract:
- 15. Contract to be governed by British Columbia law; and
- 16. Dispute resolution: senior management intervention followed by binding arbitration to be held in Vancouver, BC in accordance with the rules of the British Columbia International Commercial Arbitration Centre.