



Canadian Tourism
Commission

Commission canadienne
du tourisme

Request for Supplier Qualification

Name of Competition:	Canadian Recruitment and Placement Services
Competition Number:	DC-2020-CD-03
Closing Date and Time:	September 11, 2020, 14:00 Pacific Time (PT)
Contracting Authority:	Christine Duguay, Procurement Advisor 604-638-8345 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 (“CTC”) is Canada’s national tourism marketing organization. As a federal Crown corporation, CTC 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, the CTC works with the tourism sector to maintain our competitiveness and position Canada as a destination where travelers can create extraordinary personal experiences.

CTC’s approach focuses on those global markets where Canada’s tourism brand leads and yields the highest return on investment. CTC is active in 11 key geographic markets: China, India, Japan, Mexico, South Korea, Australia, France, Germany, United Kingdom and United States and Canada.

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

A.1 Purpose and Intent

The purpose of this Request for Supplier Qualification (the “RFSQ”) is to solicit proposals for Canadian Recruitment and Placement Services. See Statement of Work (Section C) for detailed requirements.

It is CTC’s intent to develop a roster of pre-qualified proponents (the “Roster”) which will be utilized as required to meet CTC’s needs. At the final outcome of the RFSQ process, the proponents selected for the Roster (“Contactors”) may be required to collaborate with other Canadian provincial and territorial marketing organizations or service providers (“CTC’s Partners”) to ensure that public relations and communications services are consistent with CTC’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 the CTC. Instead, the process is intended to enable CTC to learn what proponents can offer by way of goods or services in response to the CTC’s Statement of Work. Depending on the number and variety of responses, the CTC will subsequently negotiate with those proposals that best serve its needs, as determined by the CTC.

By submitting a proposal, a proponent agrees to this negotiated process and agrees that they will not bring a claim against the CTC 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 CTC to enter into any agreement. The intent of this RFSQ is to identify those vendors capable of meeting CTC’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 CTC’s Roster. The initial term for proponent inclusion on CTC’s Roster may be for a period up to five (5) years, with an option to extend on an annual basis by CTC. The total period of the Roster (initial term plus any extensions) is not to exceed ten (10) years. CTC 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 CTC. Each individual future project or service requirement would then be initiated by way of a statement of work (“SOW”) and/or a CTC Purchase Order (“PO”), which will set out the specifics of the project or service and will be governed by the terms and conditions of the SOA. Proponents should note that execution of a SOA with CTC 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 CTC’s sole discretion, to meet CTC’s needs. CTC does not guarantee business or make any guarantee of the value or volume of work that may be assigned to any proponent that has qualified for the Roster. See Section H for conditions set out by CTC for using Rosters and SOAs following an RFSQ process.

SECTION B – RFSQ EVALUATION CRITERIA AND INSTRUCTIONS

B.1 Mandatory Criteria Evaluation

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

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

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

B.2.2 Proposed Pricing (Section F) 45%

TOTAL 100%

Following evaluation, DC may select a limited number of top ranked proponents to be included on the Canadian Recruitment and Placement Services Roster. The CTC reserves the right to select more than or less than ten (10) top ranked proponents for the Roster to ensure those selected for the Roster can best meet all of the CTC’s requirements.

B.2.3 Negotiations

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

B.3 Proposal Submission, Intentions, and Questions Instructions

B.3.1 Submissions

Proponents should submit their entire proposal via e-mail to the Contracting Authority by the closing date and time (“Closing Time”) of **14:00 hours PT, September 11, 2020**.

Any proposal received after the Closing Time may not be reviewed by the CTC. 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 the CTC. The time stamp of CTC's email system shall be the official time for receipt of the proposal.

B.3.2 Intentions

Proponents should indicate if they intend to submit a proposal ("Intent to Submit") via e-mail to the Contracting Authority by 14:00 hours PT, September 4, 2020.

B.3.3 Questions

Proponents may submit questions via e-mail to the Contracting Authority until 14:00 hours PT, August 20, 2020. Questions submitted after this date and time may not be responded to.

If the CTC, 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 the CTC explaining why it should not be included with the posted anonymous questions and answers. If CTC concurs with the request, the question will be answered in confidence and will not be posted. If CTC 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-2020-CD-03 Canadian Recruitment and Placement Services - CONFIDENTIAL**" in the e-mail subject line. Include the following with your submission, intentions and questions:

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

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

B.4 RFSQ Form of Response, Format and Depth

B.4.1 RFSQ Form of Response

Proponents should respond to and include in their proposal:

- Appendix 1 – Proponent Information and Acknowledgement Form
- Appendix 2 – Material Circumstances Form
- Appendix 3 – Amendments
- Appendix 4 – Declaration of Sub-Contractor, if applicable
- Section D – Mandatory Criteria (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 CTC'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 CTC 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 CTC and references to any material, information or presentations not included in your proposal response will not be considered. No assumptions should be made that CTC has any previous knowledge of the proponents' qualifications other than that supplied pursuant to this RFSQ.

SECTION C – STATEMENT OF WORK

C.1 Background

The CTC headquartered in Vancouver, British Columbia, Canada has offices in:

- Ottawa, Canada
- Tokyo, Japan
- Beijing, China
- London, United Kingdom

In addition to the staff located within these offices, the CTC also has employees located throughout Canada and the United States. The CTC has approximately 115 employees ranging from executive, non-executive, unionized, non-unionized and international employees. The CTC's Human Resources (HR) department is located in Vancouver.

C.2 Objective

The CTC is seeking to engage the services of professional firms to provide recruitment and staffing related services to support effective and efficient operations at the CTC, upon request and under direction of the CTC's HR department.

C.3 Scope of Work

The Contractor will provide the following services:

C.3.1 Term or Indeterminate Recruitment Services

The Contractor will provide sourcing, qualification and placement of suitable candidates for term (6 month or longer) or permanent (indeterminate) placement in various provinces/territories within Canada.

The services may include but are not limited to the following:

- Sourcing of suitable candidates based on the CTC job descriptions, requirements and compensation ranges as provided by the CTC, in accordance with CTC's staffing directives
- Evaluating candidates by verifying candidates' information, interviewing candidates and verification of satisfactory references. This includes at least one (1) in-person interview of the candidate(s).
- Assessment of the candidates' ability to work in the primary official language of the role.
- Assessment of the candidates' ability and interest to work from a home office or from a CTC office.
- Submitting candidate(s) information to the CTC through the CTC's designated Applicant Tracking System.
- Organizing candidate(s) interviews with the CTC and facilitating any other selection processes, such as candidate(s) testing.
- Notifying unsuccessful candidate(s), in accordance with CTC's staffing directive and in a professional manner, in accordance with CTC's staffing directive.
- Placement of candidates directly employed by the CTC at a location determined by the CTC.

The Contractor will perform the recruitment services at the Contractors' location and in accordance with the local time zone of where the candidate is located. The Contractor will coordinate with the CTC HR department during the CTC's business hours of 8:00 am – 5:00 pm Pacific Time.

Candidates may apply directly for roles being recruited for by the CTC. The Contractor must only submit candidate(s) through the CTC's Applicant Tracking System. This is to ensure that a time stamp can clearly determine whether the candidate applied to the CTC directly or was submitted

by the contractor. Known candidates (those existing in the CTCs applicant pool prior to submission by a contractor) will not be considered as submitted to the CTC by the contractor.

C.3.2 Temporary Placement Services

The Contractor will provide sourcing, qualification, placement and employment of suitable candidates for temporary (contingent) placement in various provinces/territories within Canada. The services may include but are not limited to the following:

- Sourcing of suitable candidates based on the CTC job descriptions, requirements and compensation ranges, in accordance with CTC's staffing directives.
- Evaluating candidates by verifying candidates' information, interviewing candidates and obtaining satisfactory references. This includes at least one (1) in-person interview of the candidate(s).
- Assessment of the candidates' ability to work in the primary official language of the role.
- Assessment of candidates' ability and interest to work from a home office or from a CTC office.
- Submitting candidate(s) information to the CTC through the CTC's designated Applicant Tracking System.
- Organizing candidate(s) interviews with the CTC and facilitating any other selection processes such as candidate testing.
- Employing successful candidate(s) at an hourly rate/salary agreed upon between the CTC and the contractor.
- Providing benefits as legally required to employed candidates.
- Notifying unsuccessful candidate(s), in accordance with CTC's staffing directive and in a professional manner, in accordance with CTC's staffing directive.
- Ongoing employee relations, payroll and candidate management for candidates hired as temporary (contingent) staff at a location determined by the CTC.
- Liaising with the CTC and temporary employees while placed at the CTC to resolve any issues.
- Replacing temporary employees placed at the CTC with an equal or better qualified resource, as required.
- Providing a system to track and approve hours worked by employees dispatched to the CTC.

The Contractor will perform the recruitment services at the Contractors' location and in accordance with the local time zone of where the candidate is located. The Contractor will coordinate with CTC HR department during the CTC's business hours of 8:00 am – 5:00 pm Pacific Time.

All temporary placement candidates will be employed by the Contractor. In the event that the CTC wishes to employ a temporarily dispatched employee of the Contractor, the Contractor shall facilitate the transition and coordinate employment dates with the CTC and duly terminate the candidate's employment with the Contractor.

Candidates may apply directly for roles being recruited for by the CTC. The Contractor must only submit candidate(s) through the CTC's Applicant Tracking System. This is to ensure that a time stamp can clearly determine whether the candidate applied to the CTC directly or was submitted by the contractor. Known candidates (those existing in the CTCs applicant pool prior to submission by a contractor) will not be considered as submitted to the CTC by the contractor.

C.4 Approach and Methodology

The Contractor is expected to have a methodology for candidate sourcing, interviewing and screening as well as an approach to performance management which can be shared with the CTC.

C.5 Performance Standards and Quality Measurement

The Contractor will have a guaranteed placement policy that sets out what will occur if a resource to the CTC is deemed to be unsuitable for the position or if the resource leaves the placement.

The Contractor must participate in an onboarding meeting with the CTC as well participate in the CTC's Contractor Performance Management program.

C.6 CTC Responsibilities and Support

The CTC will provide the following to the Contractor:

- Required job descriptions and salary expectations.
- Login information and instructions on how to upload resumes to the CTC's Applicant Tracking System.
- A designated member of the HR team to support each recruitment process.
- A designated point of contact at the CTC to sign off on time cards and scheduling for temporary (contingent) employees.
- CTC staffing directive.
- Provide applicable CTC Policies.

C.7 Contractor Responsibilities

The Contractor is responsible for the following:

- Assign an Account Manager to the CTC.
- Coordinate with the CTC HR department during the CTC's business hours of 8:00 am – 5:00 pm Pacific Time.
- Respond to CTC service requests within 24 hours of receipt, as at times requests may be urgent in nature.
- Demonstrate sound account management and provide scheduled updates on an annual basis.
- Act as a liaison between temporary (contingent) employees and the CTC.
- Demonstrate sound employee performance management practices and provide regular feedback to employees when required.

C.8 Constraints

The following CTC policies will apply and be provided to the Contractor and any contingent (temporary) employees:

- CTC's Code of Ethics
- CTC's Respectful Workplace Policy
- CTC's Code of Conduct
- CTC's Conflict of Interest Policy
- CTC's IT Policy
- CTC's Drugs & Alcohol Policy
- CTC's Social Media Policy
- Other policies as they are updated or enacted.

C.9 Reporting and Communication

The Contractor will provide annual (or more frequent if necessary) updates to the CTC Project Authority on an annual basis. The updates will include, but not be limited to, staffing changes,

procedural or administrative changes and implementation of new technologies. Updates may be conducted via a remote meeting or other format agreed upon between the Contractor and the CTC.

C.10 Service / Resource Categories

An organizational chart of the current structure at the CTC is included in the Appendix 6. Temporary, term or indeterminate support may be required for all roles based in Canada at any time, with the exception of Executive roles.

C.11 Personnel Replacement

The Contractor will designate a single point of contact, (the “Account Manager”). The Account Manager will act as the Contractor’s client relationship partner and overall client service partner. The Contractor will provide a secondary contact to fill in for the Account Manager should they be away or removed from the CTC’s account. The Contractor will notify the CTC in writing in advance of any changes in personnel, to not only the Account Manager and secondary point of contact, but any personnel assigned to the CTC’s account.

SECTION D – MANDATORY CRITERIA QUESTIONNAIRE

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

D.1 Mandatory Requirements

D.1.1 Proponent must be a legally incorporated firm and have been established for at least five (5) years. Are you able to comply with this requirement?

Yes

No

D.1.2 Using the following table, proponents must indicate which staffing resource categories they are able to fulfill by marking an “X” in the corresponding Indication column.

Resource Type	Indicate ("X")
Executive & Admin Assistants	
Financial Services: Accounts Payable/ Receivable, Officers (analysts)	
Procurement: Vendor Performance, Procurement Advisors, Procurement Coordinators	
Human Resources	
Legal Services & Board	
Corporate Communications, Strategy & Stakeholder Relations	
Translation Services	
Information Technology	
Content Marketing: Social Media & Content Specialists	
Digital Marketing	
Creative Services Web, Graphic & Content Production	
Research & Analytics: Data & Insights Analysts	
Event Support	
Industry Relationships	
Business Development Managers	
Meetings, Conventions & Incentive Travel Sales	
Global Marketing	
Media Relations and Public Relations	
Project Managers	

SECTION E – DESIRABLE CRITERIA QUESTIONNAIRE

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

E.1 Business / Technical Requirements

E.1.1 Provide a brief history and overview of the company including the following items:

1. Date of Incorporation.
2. Company ownership structure (e.g. privately held, public, etc.).
3. Composition and competencies of the executive management team (i.e. org. chart).
4. The number and location(s) of offices and employees. Please note in your response:
 - a) Where your head office (HQ) is located.
 - b) All Canadian provinces including the city(s) in which you provide services (for example office location in Toronto, Ontario, service coverage includes Toronto, Peterborough, Barrie, Oshawa, and Kingston).
 - c) Indicate if locations in other parts of Canada operate as individual entities with their own invoicing.
5. The countries in which the company currently operates.
6. Experience in servicing Canadian Crown corporations or a similarly structured organization in the past 24 months.
7. Copies of Financial Statements for the last three years, 2017, 2018, 2019.
8. Copies of applicable anti-fraud prevention policies or guidelines.
9. Copies of diversity and inclusion policies or guidelines.

Maximum marks available: 20%

Maximum response length: 2 pages (excluding policies, financial statements and org. chart)

- E.1.2 Please identify the Account Manager and any key personnel to be assigned to CTC's account and include the following information:
- Resumes which include relevant experience, education, credentials, areas of expertise, and any relevant awards/industry recognition received.

Please explain how you will ensure that the CTC receives the same level of service or better if the Account Manager were to leave the organization or be removed from the CTC's account.

Please provide a sample annual update to be sent via email.

Maximum marks available: 10%

Maximum response length: 2 pages excluding resumes

- E.1.3 Please explain the process in detail and tools you employ for sourcing individuals and building up your internal / external database(s) of resources. Please ensure your response includes the process for which resources are vetted.

Maximum marks available: 10%

Maximum response length: 2 pages

E.1.4 Please provide a sample plan that demonstrates your approach to conducting permanent recruitment services in Canada.

The Sample Plan must include:

- Key activities.
- Tasks and timelines.
- Candidate vetting and testing activities.
- Appropriate lifecycle for the program.
- How the plan will be implemented.
- Staffing plan for delivering the services.
- Typical challenges and critical success factors.
- How challenges will be mitigated.

Maximum marks available: 20%
Maximum response length: 2 pages

E.1.5 Please provide a sample plan that demonstrates your approach to conducting temporary placement services in Canada.

The Sample Plan must include:

- Key activities.
- Tasks and timelines.
- Candidate vetting and testing activities.
- Appropriate lifecycle for the program.
- How the plan will be implemented.
- Staffing plan for delivering the services.
- Typical challenges and critical success factors.
- How challenges will be mitigated.

Maximum marks available: 20%
Maximum response length: 2 pages

E.1.6 Please provide a sample plan that illustrates your approach to performance management for temporary employees.

Maximum marks available: 10%
Maximum response length: 1 page

E.1.7 Proponents are requested to indicate whether they have specialization in recruiting for any of the protected or designated groups to increase employment in these groups. Place an "X" in the relevant boxes to indicate areas you are skilled in providing the services. You may include up to 3 pages of information to explain your response in this section.

Group	Indicate ("X")
Women	
Indigenous Peoples	
Visible minorities	
Diverse abilities	

Other groups protected under Human Rights Legislation (please specify)	
--	--

Maximum marks available: 10%
Maximum response length: 3 pages

E.1.8 For Informational Purposes Only: Proponents are requested to indicate whether they have capability to provide services in French and English or other. Place an “X” in the relevant boxes to indicate which languages you are capable in providing the services.

Language	Indicate (“X”)
French	
English	
Other, please list	

E.1.9 For Informational Purposes Only: Proponents are requested to indicate the number of days that a candidates’ resume is considered proprietary to the proponent.

Indicate # days

SECTION F – PRICING

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

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, the CTC may consider the total cost of ownership 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 the CTC would be expected to pay. There should be no hidden costs which the CTC discovers at the end of the term.

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

F.1 Proposed Pricing Detail

F.1.1 Term or Indeterminate Recruitment Services

Proponents are to indicate their mark-up fee to provide in the services. A salary of \$50,000 CAN will be used for comparison and evaluation purposes.

Proponents must clarify if additional remuneration forms part of the fee structure: i.e. Performance Bonus, Pay for Performance, other Incentive Pay.

	Percentage
Rate in percentage of starting annual base salary	%
Additional remuneration - list	%
Additional remuneration - list	%

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

F.1.2 Temporary Placement Services

Proponents are to indicate their conversion rate for employment of a temporary candidate to a permanent/term hire. This includes:

- A. Candidates who are employed by the CTC after having been placed with the CTC by the Contractor under the Temporary Placement Services, in the same role.
- B. Candidates who apply for a different role, while placed by the Contractor in a different Temporary Placement.

The rate should be a percentage of the starting annual base salary based on the number of days the candidate has been placed with the CTC. The average conversion rate of 60 days from temporary placement will be used for comparison and evaluation purposes.

Proponents should indicate at what point the conversion rate no longer applies.

Proponents must clarify if additional remuneration forms part of the fee structure: i.e. Performance Bonus, Pay for Performance, other Incentive Pay.

Conversion Rate		
Description	Percentage	Rate No longer applies (Days)
Candidates employed by CTC same role	%	
Candidate employed by CTC different role	%	
Additional remuneration - list	%	
Additional remuneration - list	%	

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

F.1.3 Temporary Placement Services Conversion Rate Structure – for information only

Proponents are to indicate the full conversion rate structure for conversion of temporary staff to CTC employees and clarify if this is a different rate for term or indeterminate roles.

Conversion Rate		
Description	Percentage	Rate No longer applies (Days)
Conversion to CTC Employee same role (Term)	%	
Conversion to CTC Employee same role (Indeterminate)	%	
Conversion to CTC Employee different role (Term)	%	
Conversion to CTC Employee different role (Indeterminate)	%	
Additional remuneration - list	%	
Additional remuneration - list	%	

F.2 Payment Discounts

CTC 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 CTC.

F.3 Pricing Strategies

CTC 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 CTC. CTC, 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 CTC.

SECTION G – RFSQ PROCESS AND TERMS

G.1 RFSQ Process Schedule

The schedule for the proponent selection process is as follows:

Deadline for Questions	August 20, 2020 14:00 hours PT
Intent to Submit (*)	September 4, 2020, 14:00 hours PT
Closing Date and Time	September 11, 2020, 14:00 hours PT
Timeframe for Negotiations	15 days following notification by CTC
Notification: CTC will endeavour to notify all proponents of its selection by approximately:	November 2020

Note: The schedule is subject to change at CTC'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.

G.2 Interpretation of the RFSQ

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

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

G.3 Inquiries and Communication

No individual other than the designated Contracting Authority identified on the RFSQ cover is authorized by CTC to comment on any portion of this RFSQ or the requirements described in this RFSQ. CTC 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 CTC Contracting Authority.

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

G.4 Accuracy of Information

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

G.5 Amendments

Information, instructions, modifications, and/or questions and answers may be incorporated by CTC in an amendment to the RFSQ. If this RFSQ was posted on the Government of Canada BuyandSell.com website ("BuyandSell"), CTC 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 CTC in its discretion may post prior to Closing Time. Such amendments may contain important information, including significant changes to this RFSQ. Proponents are responsible for reviewing all amendments and confirm that all amendments issued have been read and included in the proponent's response (see Appendix 3).

G.6 Modification and Withdrawal

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

G.7 Period of Validity

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

G.8 Proposal Expenses

All costs, including travel, incurred by the proponent in the preparation of its proposal, participation in this RFSQ, presentations, demonstrations, or the negotiation of any resulting contract, will be the sole responsibility of the proponent and will not be reimbursed by CTC, 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 the CTC of any responsibility for the same.

G.9 Language

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

G.10 Contract Negotiations

The CTC 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 the CTC, hereafter the "Preferred Proponent". Proponents are cautioned not to assume that the lowest priced proposal will result in a contract award.

The CTC 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 CTC 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 CTC 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 CTC. CTC intends to conduct negotiations within the Timeframe for Negotiations.

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

G.11 Contract Award

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

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

G.12 Debriefing

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

G.13 Material Circumstances

A material circumstance means any circumstance or relationship which may lead to an unfair advantage including but not limited to: being associated to or related to a CTC employee or Board member of CTC; 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 CTC 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").

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

G.14 Proponents Not to Promote Their Interest

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

G.15 Confidentiality

The CTC 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. CTC 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 the CTC and other information developed for the CTC in connection with this competition. Proponents shall not use CTC's confidential information except as required to develop a proposal and presentation in response to this RFSQ.

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

G.16 Publicity

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

G.17 No Collusion

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

G.18 Law

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

G.19 Indemnities

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

G.20 Rights of the Canadian Tourism Commission

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

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

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

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

SECTION H – ROSTER AND STANDING OFFER AGREEMENT CONDITIONS

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

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

SECTION I: 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
6	CTC Organizational Chart

APPENDIX 1: PROPONENT INFORMATION AND ACKNOWLEDGEMENT FORM

1) PROPONENT INFORMATION

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

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

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

Reference #1:

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

Reference #2:

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

Reference #3:

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

2) PROPONENT ACKNOWLEDGEMENT

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

Executed this _____ day of _____, 2020

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:

CTC 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 and addenda to this RFSQ issued have been read and included in proponent response. List the amendments and 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

- 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 the CTC 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 the CTC file who cannot be changed without the approval of the CTC;
4. Dedicated time commitments (full time equivalent basis) on a monthly or annual basis to CTC 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 CTC. 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 the CTC in the Contractor's market are done in compliance with applicable laws;
8. Contractor, including their sub-contractors, indemnifies the CTC 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 the CTC without markup, including media placements;
12. Confidentiality clauses to be included;
13. CTC 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 CTC terminates the contract or a particular work order for breach, then CTC is not required to pay for the work;
14. CTC 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.

APPENDIX 6: CTC ORGANIZATIONAL CHART

